

Interlaken Town Council Regular Meeting Minutes
Tuesday, 07 February 2023, 6:30 PM – 8:00 PM
Meeting Conducted Remotely with Zoom Video Conferencing Software

Zoom Meeting ID: 516 337 9977

Password: 84049

Zoom Meeting Link

<https://us02web.zoom.us/j/5163379977?pwd=QJNT3loV3J4Nm83TFJlOjV3dDZ09>

1. Call to Order 6:32 pm

2. Roll Call

Greg Harrigan, Mayor
Chuck O’Nan, Council Member
Sue O’Nan, Council Member
Justin Hibbard, Council Member

Chuck Cullom, Council Member, arrived late

3. Presentations - None

4. Public Comment

Dean Stookey, Tasha – thanks for your work, no additional comment

5. Consent Agenda: None

6. Approval of Agenda or Changes

Motion: Council Member Sue O’Nan moved to approve the agenda as presented.

Second: Council Member Chuck O’Nan seconded the motion.

Discussion: no discussion.

Vote: The motion was approved with the Council Members unanimously voting Aye.

7. Approval of 1/03/2023 Council Regular Meeting Minutes

Motion: Council Member Sue O’Nan moved to approve 1/03/23 town council minutes as presented.

Second: Council Member Chuck O’Nan seconded the motion.

Discussion: no discussion.

Vote: The motion was approved with the Council Members unanimously voting Aye

8. Financial Matters

- FY 2022 AUP Report Status – see the attached comments.
- SuperDave 2022-23 Amended Contract – Proposal to increase the contract from \$8K to \$10K a month, a total of an additional \$10K for the year. See the attached amended contract.

Motion: Council Member Sue O’Nan moved to approve SuperDave’s snow removal amended contract as proposed.

Second: Council Member Hibbard seconded the motion.

Discussion: no discussion.

Vote: The motion was approved with the Council Members unanimously voting Aye

Dean Stookey – Dave’s extra expense is mostly maintenance; is there a way we can put in a clause that we pay a percentage of his maintenance costs? Greg – that’s something we can address in next year’s contract. We may consider purchasing equipment or adding clauses to address his increased workload.

- FY 2023 Proposed Budget Amendment
Amending the FY2023 budget was discussed, and it was decided to wait until spring to hold a public hearing and propose the amendments.
- FY2023 Water Billing
Delayed due to additional time spent on financial reporting. Bills will be sent out later this month.
- FY2023 Quarterly Reports
P&L report for FY2023 QTR 1 and 2 was presented – see the attached report.
- Town Credit Card Policy
As part of the town’s proposed Policy and Procedures manual, the town requires all credit card users to sign the “Credit Cardholder Agreement.” See the attached agreement.

9. Utah State Mandated Lead Testing for Water System

120Water Lead Service Line Inventory Presentation and Quote. See the attached quote for \$5500.

Greg – can we figure out what their annual costs going forward? Bart will get more information.

Motion: Council Member Chuck Cullom moved to approve the expenditure to contract with 120Water to perform the EPA required Lead Service Line Inventory.

Second: Council Member Chuck O’Nan seconded the motion.

Discussion: no discussion.

Vote: The motion was approved with the Council Members unanimously voting Aye

10. Building Permit Update and Planning Commission Member Status

Building Permits

- Lot 65, 315 Jungfrau, Parkinson, no update from TO, no activity
- Lot 47, 262 Interlaken Dr, Harrell, he has moved into the house. She has requested information regarding a CO or a final inspection. Still waiting to see if they had a final inspection. Bart will track this down with TO. They need to repair the road cut with a cold patch.
- Lot 206, 231 Interlaken Dr, Becker, framing and ziptech in progress
- Lot 117, 329 Bern Way, Broadstone, no update, not aware if they have found a new contractor
- Lot 62, 307 Interlaken Dr., Merryweather, no update form TO. It looks like they have installed some windows, but haven’t called for inspections
- Lot 107, 319 Jungfrau, Merryweather, no update, they did have insulation, sheetrock and 4-way inspections
- Lot 56, 283 Interlaken, Singer, completed sheetrock inspection
- Lot 160, 254 Interlaken, Weiler, permit may be approved

PC applicants

Diana reached out to each of them and is waiting to hear back from Timm Dixon. Jill Jacobson is just shy on the 1-year residential requirement; she is familiar with codes and procedures.

Diana is still waiting to hear back from the remaining applicants, she doesn’t want to be too pushy. To be totally honest, we don’t have any candidates that can commit right now.

11. Interlaken Town Policies and Procedures Manual

Smith presented a draft of the Interlaken Town Policies & Procedures manual. He proposed the town adopt Resolution No. 2023-02-07 Adoption of Policies and Procedures Manual

Motion: Council Member Sue O’Nan moved to adopt Res. No. 2023-02-07 Adoption of Policies and Procedures Manual.

Second: Council Member Hibbard seconded the motion.

Discussion: no discussion.

Vote: The motion was approved with the Council Members unanimously voting Aye

12. Water Rights Assignment and Adjudication Hearing Status

Chuck C – he talked to Jeremy Cook in December and January about completing the ROC and we need a licensed engineer or attorney. Jeremy recommended a well-regarded water attorney, Jon Schultz. They have resources. Chuck will reach out to Jon to see if he’ll take us on to do this work. Greg – is there a timeline in which this has to be done. Chuck – would like to get it done by June. He will speak with Jon next week.

13. Wasatch Mountain State Park Easement Update

Smith has reached out to both the State Park manager and the town’s attorney to get moving on a renewal of the town’s water tank easement with the park. He still hasn’t been able to make any progress but will continue to work reach out and move it forward.

14. Town Entrance Signage

Chuck O’Nan – RC Ornamental will need 2 weeks to complete the sign, installation on 3rd or 4th week.

15. Other Business

- FEMA meeting – Greg and Bart attended the Wasatch County Emergency Response meeting to learn about the resources and command structure for emergency response actions. Chuck C – snow melt issues, road and shoulder issues, those could affect us this spring.
- Utah Association of Public Treasurers for Sue in St. George, Greg thinks she should go.
- 2023 Utah Local Government Seminar in May – Bart may attend remotely.

16. Council Comments - None

17. Adjournment

Council Member Sue O’Nan moved to adjourn the meeting. Council member Chuck O’Nan seconded the motion. The motion passed unanimously. The meeting was adjourned at 8:01 PM. The next town council meeting is scheduled for Wednesday, March 1st, 2023, at 6:30pm via Zoom.

Agenda 08a

Interlaken Town FY2022 AUP Draft Report Issues

Comments from Bart Smith, Interlaken Town Administrator

2/1/2023

6. Disbursements

DISBURSEMENTS	
6. We determined whether financial reports were prepared monthly or quarterly as required, and reviewed by the governing body. We selected one financial report and (1) scanned the general ledger and determined that all funds were included in the report, and (2) agreed the lesser of 10% or 15 line items from the report to the general ledger.	Noted that 8 of the 15 line items compared from the sampled Quarterly Report to the G/L did not agree.

Issue:

Koden noted that 6 line items were not the same on the G/L and the quarterly revenue-expenses reports distributed to the council (Bart's reports). These items are from the second quarter FY2022 (Oct 2021-Dec 2021)

1. Annual Wasatch County Tax Revenue - Revenue
2. Municipal Election Balloting & Noticing - Expense – not shown in the G/L
3. Federal IRS Taxes - Expense
4. Refunds on Completion Deposits - Expense
5. Bookkeeping, Accounting Fees, CPA Fees - Expense
6. Plan Review & Inspections (Town Engineer) - Expense

Response:

The reason for the difference is in the way Bart prepares the Revenue-Expense reports, using actual dates from the Zion Bank statements as opposed to the method of dating accounts in the G/L through accrual. The municipal election expense not shown in the G/L was not an error in the G/L, but an error in Bart's report. This expense was incorrectly entered in his report – it is actually an advertising expense (Line 41 in the budget).

Going forward, the Town will distribute quarterly reports to the council in 2 formats: a Profit and Loss statement for the quarter built from the G/L and a Revenue-Expenses report built from the Zion bank statements. Kristine did prepare the FY2022 reports from the G/L which will be distributed to the council.

Please see Appendix A – FY2022 Quarterly Profit & Loss Statement

7b. Disbursements

b. Agreed to the receipt or invoice supporting the amount and payee.	Invoices for two of the sampled transactions were not provided, with both invoices being expenditures to the same vendor.
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Issue:

The CPA noted that no invoices were submitted for 2 of SuperDave’s monthly payments. Bart spoke with Koden regarding this issue and informed him that the town’s contract with Dave is used for monthly billing and does not ask for a monthly invoice from Dave.

Response:

Bart spoke with Mckay regarding this issue. He suggested that we would be okay with the current policy, specifying this contractor’s monthly payments in the contract, and not asking for monthly invoices.

7c. Disbursements

c. Was authorized consistent with the entity’s policies and procedures.	For one of the sampled transactions the payment request form could not be provided.
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Issue:

Koden noted that there was no check request form made available for the invoice from Seventh Summit, May 20, 2022, \$862.40.

Response:

We have located a copy of the check request for this invoice.

Please see Appendix B – 2022-05-20 Check Request Seventh Summit

7e. Disbursements

<p>e. Was classified and recorded in accordance with the entity's chart of accounts and policies and procedures, GAAP, and State/Federal policies as applicable.</p>	<p>Noted 4 purchases improperly recorded as depreciation expense and 2 invoices that were not properly accrued.</p>
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Issue:

Kristine noted that she was scheduled to review the town's Journal Entries earlier this year with Kipp but wasn't able to schedule time with Kipp. I think this is an area that we need guidance with, in particular CPA level support to set up our accounts properly. I believe Kristine also had some questions regarding our water annual water billing – when to date it for example, cash vs accrual.

Response:

Bart spoke with McKay regarding this, and it was agreed that we need to make adjustments to our accounting moving forward. He suggested we work with Syl Bundy from their firm. In the same manner, we'll need to make adjustments to our budget to match the accounting. Clearly we can't make adjustments to last year's budget. Question is, do we need to make these adjustments this current fiscal year, or starting in FY2024?

16. Budget

<p>16. We examined the entity's records and financial reports and determined whether the total expenditures stayed within the amounts appropriated in the final adopted budget.</p>	<p>Noted that Garbage Fund had depreciation expense in FY22, but there was no budgeted expense noted for the garbage fund per the budget.</p>
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Issue:

Depreciation expenses do not appear in the town's annual budget. The "Garbage Fund" refers to DPW site expenses.

Response:

We've never included depreciation in our budget. This is something we can work with Hinton-Burdick moving forward. This means a major overhaul of our budget, going from a cash-based budget based on bank accounts to a budget with funds assigned to separate applications – water, DPW site, roads. We also need to get reports from Hinton Burdick so we can start adding depreciation expenses to the budget. Can we delay until FY2024?

19. Training

TRAINING 19. Through inquiry with officials of the entity and observation of meeting agendas, certificates or other relevant evidence, we determined whether the following training had occurred as applicable: a. Annual training on the requirements of the Open and Public Meetings Act.	The annual training had not been completed during fiscal year 2022.
b. Annual online training by the entity's designated records officer on the requirements of GRAMA.	This training has not been completed since April, 2020.

Issue:

Neither the OPMA training nor the GRAMA training were completed in FY2022. Bart noted that both were completed for FY2023, and as requested, sent in his GRAMA certificate for FY2023. The CPA had earlier received the OPMA affidavits for FY 2023.

Response:

Mckay thought we could modify the report to say that both trainings have been completed for FY2023.

Please see Appendix C – OPMA Affidavits and GRAMA Certificate

21. Fraud Risk Assessment

Fraud Risk Assessment 21. We reviewed the entity Fraud Risk Assessment and verified that it was signed by the appropriate officers and discussed by the governing body as represented in the minutes.	The assessment had not been prepared, presented to the officers, and discussed by the governing body as of 12/09/2022.
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Issue:

The Fraud Risk Assessment report for FY2022 had not yet been completed and submitted to the state auditor.

Response:

Mckay thought we could add a comment saying that the report for FY2022 was submitted to the state on 1/27/23. The email in the following appendix is a confirmation from the state auditor.

Please see Appendix D – State Auditor Confirmation Email of Fraud Risk Assessment Receipt

23. Government Fees

<p>Government Fees</p> <p>23. We determined that Government Fees collected by the entity were approved, tracked and reasonable according to the prescribed criteria.</p>	<p>We noted that except for Road Impact fees, the Town does not track excess revenues over expenses from year to year.</p>
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Issue:

Koden noted that the town only tracks collected fees and expenses for the road impact fees and not other fees collected by the town.

Response:

Currently the town collects the following fees:

- Road Impact Fees – collected as part of the permitting process (currently reported)
- Plan Review & Inspection Fees
- Water Connection Fees - collected as part of the permitting process (not reported)
- Administrative Building Permit Fee - collected as part of the permitting process (not reported)
- New Owner Transfer Fee – collected when property changes ownership (not reported)

Besides the Road Impact Fees, the town does not track fees vs. expenses for state reporting primarily because they are almost impossible to track.

Mckay feels that of all these fees, the state is most concerned about fees collected for administering and processing building permits. This would include Plan Review & Inspection Fees (fees collected and used to pay to TO Engineers) and Administrative Fees (fees collected for costs associated with processing, managing, and tracking permits). He suggested we use an Internal Service Fund, a segregated fund, to track inflow and outflows related to building. This is something we would need help in setting up.

**Interlaken Town
Profit & Loss
July 2021 through June 2022**

02/01/23

Accrual Basis

	Jul - Sep 21	Oct - Dec 21	Jan - Mar 22	Apr - Jun 22	TOTAL
Ordinary Income/Expense					
Income					
General Fund Revenue					
Water Revenue	972.00	0.00	149,129.60	16,115.92	166,217.52
Summer Water overage	0.00	0.00	4,660.59	-2,513.00	2,147.59
Road and Transportation Revenue	6,183.82	92,545.46	31,454.09	725.33	130,908.70
1% Sales Tax Revenue	0.00	24,130.55	7,542.22	7,653.77	39,326.54
B&C Road Tax	2,287.92	10,692.22	6,488.99	3,522.66	22,991.79
Transfer Fees	900.00	900.00	1,350.00	150.00	3,300.00
Late Fees	0.00	0.00	175.00	50.00	225.00
Interest Income	100.56	84.63	41.12	76.72	303.03
Total General Fund Revenue	10,444.30	128,352.86	200,841.61	25,781.40	365,420.17
Building Fee					
Application Fee	1,300.00	150.00	450.00	1,100.00	3,000.00
Water connection Fee	0.00	0.00	0.00	500.00	500.00
Road Impact Fee	2,500.00	0.00	0.00	2,500.00	5,000.00
Building Fee - Other	7,105.35	350.00	220.24	7,183.25	14,858.84
Total Building Fee	10,905.35	500.00	670.24	11,283.25	23,358.84
Total Income	21,349.65	128,852.86	201,511.85	37,064.65	388,779.01
Gross Profit	21,349.65	128,852.86	201,511.85	37,064.65	388,779.01
Expense					
Administrative Expenditures					
Web Hosting & IT Service	0.00	0.00	404.53	1,466.37	1,870.90
Misc. Admin Expenses	0.00	10.00	0.00	27.49	37.49
Association Memberships	0.00	2,995.00	269.00	500.00	3,764.00
Advertising Expenses	69.38	69.38	0.00	55.50	194.26
Accounting & Bookkeeping Fees	1,733.00	2,170.00	7,087.25	2,245.40	13,235.65
Animal Control	627.83	506.97	604.95	0.00	1,739.75
Building Inspector	7,462.76	1,087.50	0.00	0.00	8,550.26
Consulting Services	250.00	0.00	1,302.06	112.50	1,664.56
Legal Fees	3,714.00	0.00	1,232.00	0.00	4,946.00
Office Expense	353.87	55.00	454.11	274.31	1,137.29
Plan Review & Inspections	338.75	2,402.50	2,337.50	2,218.75	7,297.50
Road Signage	483.77	0.00	218.54	0.00	702.31
Town Clerk	1,387.25	4,888.25	4,410.00	5,840.00	16,525.50
Town Council Equip & Supplies	0.00	0.00	0.00	6.38	6.38
Administrative Expenditures - Other	0.00	-2,201.60	44.89	125.00	-2,031.71
Total Administrative Expenditures	16,420.61	11,983.00	18,364.83	12,871.70	59,640.14

Interlaken Town
Profit & Loss
 July 2021 through June 2022

	Jul - Sep 21	Oct - Dec 21	Jan - Mar 22	Apr - Jun 22	TOTAL
Road Maintenance Expenditures					
Brush Removal and Wild fire Mid	3,800.00	3,800.00	0.00	4,885.00	12,485.00
Road Signage	0.00	175.00	0.00	1,847.37	2,022.37
Depr. Expense-Roads	3,105.25	13,403.88	0.00	0.00	16,509.13
Additional Contract Services	1,560.60	2,529.30	0.00	107.10	4,197.00
Annual Road Repair	0.00	25,150.00	0.00	12,910.04	38,060.04
Blue Stakes	151.37	0.00	0.00	0.00	151.37
Supplies (Salt, Sand, Etc)	0.00	925.00	2,775.00	0.00	3,700.00
Snow Removal	0.00	22,500.00	15,000.00	0.00	37,500.00
Total Road Maintenance Expenditures	8,617.22	68,483.18	17,775.00	19,749.51	114,624.91
Water System Expenditures					
Water System Maint & Repair	0.00	2,225.00	3,270.00	24,568.32	30,063.32
Misc. Water Expense	0.00	678.08	188.13	0.00	866.21
Depr. Expense- Water System	0.00	3,370.19	0.00	0.00	3,370.19
Interest Expense	0.00	0.00	4,022.53	0.00	4,022.53
Chemicals & Monitoring	247.00	60.00	64.00	66.00	437.00
Meter Repair/Replacement/upgrad	3,273.00	0.00	0.00	34,019.73	37,292.73
Payroll Expenses	5,837.70	5,949.10	6,295.90	7,163.40	25,246.10
Telemetry System	0.00	1,126.80	0.00	1,204.80	2,331.60
Utilities Gas & Electric	2,429.28	2,046.52	1,756.11	2,087.45	8,319.36
Water Share Fee & Education	0.00	409.00	40.00	0.00	449.00
Total Water System Expenditures	11,786.98	15,864.69	15,636.67	69,109.70	112,398.04
Total Expense	36,824.81	96,330.87	51,776.50	101,730.91	286,663.09
Net Ordinary Income	-15,475.16	32,521.99	149,735.35	-64,666.26	102,115.92
Net Income	-15,475.16	32,521.99	149,735.35	-64,666.26	102,115.92



Appendix B

Interlaken Town Check Request

Complete this form and attach the invoice

Invoice Details

Request Date:	5/20/22
Invoice Date:	5/20/22
Payment Description:	Accounting and Payroll
Payable To:	Seventh Summit Bookkeeping LLC
Invoice #:	802

Mailing Address (if different from invoice)

Name:	
Address 1:	
Address 2:	
City:	
State, Zip:	
Zion Acct Fund:	General Fund - *2681
Total Check Amount:	\$862.40

Accounting Details

Budget Line#:	Budget Line Description	Line Item Amount
42	Bookkeeping, Accounting & CPA fees	\$ 862.40

Additional Comments:

Submitted By: Kristine Olsen

Appendix C

Wasatch County
State of Utah

Open and Public Meetings Act Training Affidavit
TOWN OF INTERLAKEN

BEFORE ME, the undersigned Notary, Bartlett Smith on this 5th day of December, 20 22, personally appeared Gregory Harrigan, known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says this statement of facts:

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

Signature of Affiant [Signature] Date: 12/5/2022

Affiant Name _____

Affiant Address 274 Interlaken Dr., Midway, UT

Subscribed and sworn to before me this 5th day of, December, 20 22.

Notary Seal

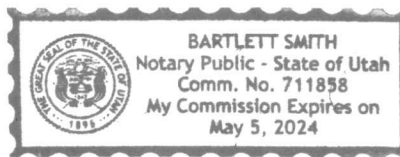
Bartlett K. Smith
Signature of Notary

Bartlett Smith
Notary Name

Notary Name

NOTARY PUBLIC

My commission expires: May 5, 2024



Wasatch County
State of Utah

Open and Public Meetings Act Training Affidavit
TOWN OF INTERLAKEN

BEFORE ME, the undersigned Notary, Bartlett Smith on this 15th day of November, 20 22, personally appeared Susan O'Nan, known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says this statement of facts:

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

Signature of Affiant [Signature] Date: 11/15/22

Affiant Name Susan O'Nan

Affiant Address 333 Jungfrau Hill Rd, Midway, UT

Subscribed and sworn to before me this 11th day of November, 20 22.

Notary Seal

Bartlett K. Smith

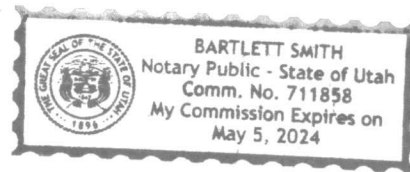
Signature of Notary

Bartlett Smith

Notary Name

NOTARY PUBLIC

My commission expires: May 5, 2024



Wasatch County
State of Utah

Open and Public Meetings Act Training Affidavit
TOWN OF INTERLAKEN

BEFORE ME, the undersigned Notary, Bartlett Smith on this 15th day of November, 20 22, personally appeared Charles O'Nan, known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says this statement of facts:

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

Signature of Affiant [Signature] Date: 11/15/22

Affiant Name Charles O'Nan

Affiant Address 333 Jungfrau Hill Rd, Midway, UT

Subscribed and sworn to before me this 11th day of, November, 20 22.

Notary Seal

Bartlett K. Smith

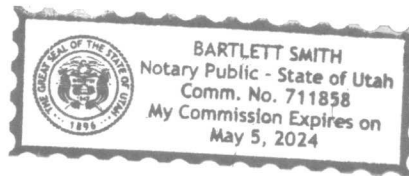
Signature of Notary

Bartlett Smith

Notary Name

NOTARY PUBLIC

My commission expires: May 5, 2024



Wasatch County
State of Utah

Open and Public Meetings Act Training Affidavit
TOWN OF INTERLAKEN

BEFORE ME, the undersigned Notary, Bartlett Smith on this 17th day of November, 20 22, personally appeared Justin Hibbard, known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says this statement of facts:

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

Signature of Affiant [Handwritten Signature] Date: 11/17/22

Affiant Name Justin Hibbard

Affiant Address 311 Jungfrau Hill Rd

Subscribed and sworn to before me this 17th day of, November, 20 22

Notary Seal

[Handwritten Signature]

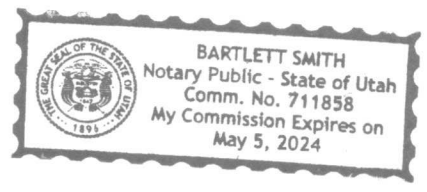
Signature of Notary

Bartlett Smith

Notary Name

NOTARY PUBLIC

My commission expires: May 5, 2024



Wasatch County
State of Utah

Open and Public Meetings Act Training Affidavit
TOWN OF INTERLAKEN

BEFORE ME, the undersigned Notary, Bartlett Smith on this 23rd day of December, 2022 personally appeared Chuck Cullom, known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says this statement of facts:

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

Signature of Affiant [Handwritten Signature] Date: 12/23/22

Affiant Name Chuck Cullom

Affiant Address 269 Interlaken Dr., Midway, UT

Subscribed and sworn to before me this 23rd day of, December, 20 22

Notary Seal

Bartlett K. Smith

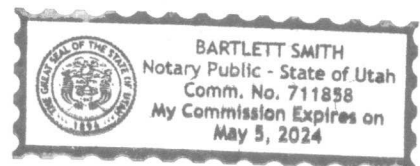
Signature of Notary

Bartlett Smith

Notary Name

NOTARY PUBLIC

My commission expires: May 5, 2024



Wasatch County
State of Utah

Open and Public Meetings Act Training Affidavit
TOWN OF INTERLAKEN

BEFORE ME, the undersigned Notary, Bartlett Smith on this 5th day of December, 2022, personally appeared Diana Duer, known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says this statement of facts:

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

Signature of Affiant [Handwritten Signature] Date: 12/5/2022

Affiant Name Diana Duer

Affiant Address 263 Interlaken Dr., Midway, UT

Subscribed and sworn to before me this 5th day of, December, 2022

Notary Seal

Bartlett K. Smith

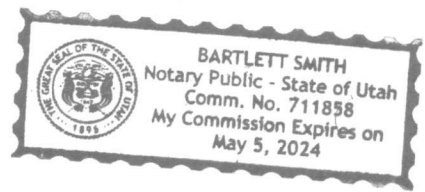
Signature of Notary

Bartlett Smith

Notary Name

NOTARY PUBLIC

My commission expires: May 5, 2024



Wasatch County
State of Utah

Open and Public Meetings Act Training Affidavit
TOWN OF INTERLAKEN

BEFORE ME, the undersigned Notary, Bartlett Smith on this 6th day of December, 2022, personally appeared Russell Knight, known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says this statement of facts:

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

Signature of Affiant [Handwritten Signature] Date: 12/6/22

Affiant Name Russell Knight

Affiant Address 327 Bern Way, Midway, UT

Subscribed and sworn to before me this 6th day of, December, 2022

Notary Seal

Bartlett K. Smith

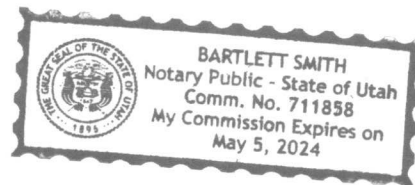
Signature of Notary

Bartlett Smith

Notary Name

NOTARY PUBLIC

My commission expires: May 5, 2024



Wasatch County
State of Utah

Open and Public Meetings Act Training Affidavit
TOWN OF INTERLAKEN

BEFORE ME, the undersigned Notary, Bartlett Smith on this 15th day of December, 2022, personally appeared Richard Miller, known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says this statement of facts:

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

Signature of Affiant [Handwritten Signature] Date: 12/15/22

Affiant Name Richard Miller

Affiant Address 253 St. Moritz, Midway, UT

Subscribed and sworn to before me this 15th day of December, 2022.

Notary Seal

Bartlett C. Smith

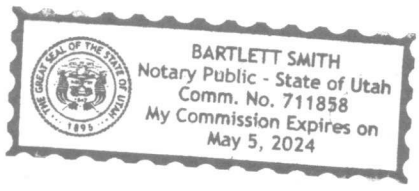
Signature of Notary

Bartlett Smith

Notary Name

NOTARY PUBLIC

My commission expires: May 5, 2024



DIVISION OF ARCHIVES AND RECORDS SERVICE

CERTIFIES THAT

Bart Smith

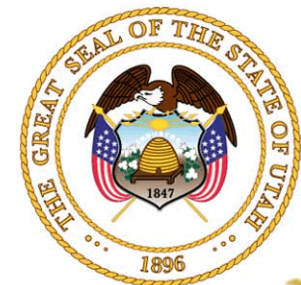
HAS SUCCESSFULLY COMPLETED THE REQUIRED RECORDS OFFICER CERTIFICATION APPROVED BY THE
STATE ARCHIVES FOR THE STATE OF UTAH, AND THEREFORE IS AWARDED THIS

CERTIFICATE OF COMPLETION

GIVEN THIS NOVEMBER 22, 2022

Kenneth R. Williams

Kenneth R. Williams
State Archivist



Subject: Your Document has been Successfully Submitted

Date: Friday, January 27, 2023 at 11:34:59 AM Mountain Standard Time

From: Office of the State Auditor

To: interlakenclerk@gmail.com

The 2022 Fraud Risk Assessment for Interlaken Town has been successfully submitted.

Please note that if issues are identified during our review of the Fraud Risk Assessment, further action by Interlaken Town may be required.

If you have any questions or concerns please contact us at (801) 538-1025.

Thank you,
The Local Government Team

CONTRACTOR AGREEMENT

Amended 2022-23 Snow Removal Contract

This agreement is entered into this 1st day of February 2023, by and between Super Dave Snow Removal (Contractor) and Interlaken Town, for the purpose of providing Snow Removal and Spreading of Salt. This agreement replaces the previous agreement signed on October 26, 2022. Due to the unprecedented storm activity and snowfall this season, the town agrees to adjust the previous agreed upon monthly rate to better match the required and necessary use of labor, equipment, and materials to keep the town's roads open and safe.

I. TERM

The term of this agreement will begin on November 1, 2022 and terminates on March 31, 2023 unless special circumstances exist and with written authorization from Interlaken Town or unless terminated according to those terms outlined in Section V. below.

II. COMPENSATION

Interlaken Town agrees to pay Contractor \$ 10,000 per month. Invoices should be received by the 7th of the month for the previous month's services. Please bill one month at a time from the 1st to the 31st. No advance payments will be authorized.

III. WORK SPECIFICATIONS

Contractor agrees to provide the below listed activities for snow removal:

1. Contractor will begin removing snow when it accumulates to a depth of 2 inches. If this occurs at night, Contractor is to have made a first pass on every road by 6:00 AM.
2. Removal shall include use of excavating equipment as needed to keep all roads clear to a minimum width of 14 feet.
3. Snow will continue to be removed as needed to insure safe driving. This also includes spreading of salt.
4. Contractor is responsible for checking the property on the days when it does not snow to clear drifted snow and keep icy areas clear with salt.
5. Areas that are steep and present a problem with ice and slippery conditions must be kept safe with salt. The common trouble areas include Interlaken Drive (from below the irrigation ditch to the top of hill), St. Moritz, Big Matterhorn Way, Big Matterhorn Circle, the hill at the beginning of Jungfrau Hill Road, Jungfrau Hill Road up to Eiger Point, the sharp/steep curve on Jungfrau Hill Road up to Eiger Point curve on Jungfrau Hill Road up to Eiger Point, the sharp/steep curve on Bern Way and Bern Way Cutoff. This is only a listing and is not inclusive.

6. In the event of damage to anyone's property. Contractor must immediately contact the designated Interlaken Town person.

7. In the event that Contractor does not comply with the Work Specifications in this contract, a penalty of \$400 will be deducted from the monthly payment for each day not in compliance, to a maximum of the monthly payment amount.

8. The Contractor agrees to complete all work for the town before starting work on individual driveways and other private contracts within Interlaken Town.

Should it become necessary to perform any additional work, prior to or after the term of this contract, Interlaken Town agrees to pay the rates indicated. Additional charges shall not exceed the monthly bid. No additional work will be authorized for payment unless authorized in advance.

Snow Removal/ Hour: \$50.00

Salt Application/Hour: \$50.00

IV. LICENSES/INSURANCE

While performing any work for Interlaken Town, Contractor shall secure, pay the premiums for and keep in force proper and adequate insurance as provided below. Such insurance is to specifically include liability assumed by the Contractor under this agreement:

1. A current business license.

2. Appropriate General Liability insurance, with limits of not less than \$1,000,000.00 per occurrence and \$ 2,000,000.00 General Aggregate.

3. Workers compensation insurance as required by State and Local jurisdictions.

4. If automotive equipment is used in the operation, automobile bodily injury insurance with limits of not less than \$100,000.00 for each person and \$300,000.00 for each accident and property damage liability insurance with limits of not less than \$50,000.00 for each accident with medical pay coverage of \$ 5,000.00 regardless of fault.

5. All policies for liability protection, bodily injury or property damages shall include Interlaken Town, Interlaken Mutual Water Company, and Interlaken Estates as additional insureds with respect to this agreement specifying the required insurance levels outlined above. Proof of insurance will be supplied to Interlaken Town.

V. CANCELLATION

This Agreement shall remain in full force and effect between the parties for the Term outlined in Section I above. If Contractor fails to perform the services outlined above at the specified performance level. Interlaken Town will provide to Contractor written notice outlining their concerns. Contractor will have five days to address and cure the default. If Contractor is unable to address and cure the default, Interlaken Town has the right to cancel this Agreement and will be obligated to pay the pro-rata share of the contract up and through the cancellation date.

VI. INDEMNIFICATION

Contractor agrees to indemnify, hold harmless and defend Interlaken Town and its officers from and against any and all claims or damages arising from the Contractor's performance of this Agreement, as well as actions or inactions during the course of this Agreement, by the Contractor or his employees.

VII. DAMAGE TO PROPERTY

The Contractor agrees to repair or replace any property that is damaged or destroyed as a result of the performance of this Agreement. This doesn't apply to Interlaken Town's road surface.

VIII. PARTIES BOUND BY THIS AGREEMENT

This Agreement includes the entire understanding between the parties: there are no oral agreements of representations in connection with this Agreement. In witness whereof, the parties have signed this Agreement and represent that they have the express authority to enter in this Agreement on behalf of each party.

CONTRACTOR: Super Dave Snow Removal

BY: _____

DATE: _____

Interlaken Town BY: _____
Bart Smith, Interlaken Town Administrator

DATE: _____

Interlaken Town
Profit & Loss
 July through December 2022

02/01/23

Accrual Basis

	Jul - Sep 22	Oct - Dec 22	TOTAL
Ordinary Income/Expense			
Income			
General Fund Revenue			
Water Revenue	2,916.00	0.00	2,916.00
Road and Transportation Revenue	3,890.32	88,948.38	92,838.70
1% Sales Tax Revenue	9,679.12	7,849.09	17,528.21
B&C Road Tax	4,442.63	3,664.60	8,107.23
Transfer Fees	150.00	0.00	150.00
Late Fees	250.00	0.00	250.00
Interest Income	443.61	262.84	706.45
Total General Fund Revenue	<u>21,771.68</u>	<u>100,724.91</u>	<u>122,496.59</u>
Building Fee			
Application Fee	2,000.00	600.00	2,600.00
Water connection Fee	500.00	0.00	500.00
Road Impact Fee	8,750.00	2,500.00	11,250.00
Building Fee - Other	8,525.66	250.00	8,775.66
Total Building Fee	<u>19,775.66</u>	<u>3,350.00</u>	<u>23,125.66</u>
Total Income	<u>41,547.34</u>	<u>104,074.91</u>	<u>145,622.25</u>
Gross Profit	41,547.34	104,074.91	145,622.25
Expense			
Safety and Enforcement Supplies	132.86	0.00	132.86
Administrative Expenditures			
Web Hosting & IT Service	0.00	248.18	248.18
Accounting & Bookkeeping Fees	1,887.00	5,241.50	7,128.50
Animal Control	198.51	1,641.01	1,839.52
Building Inspector	-214.50	0.00	-214.50
Consulting Services	0.00	69.30	69.30
Insurance	0.00	4,835.13	4,835.13
Meeting Advertising	0.00	30.06	30.06
Office Expense	30.22	388.35	418.57
Plan Review & Inspections	1,785.00	3,056.25	4,841.25
Town Clerk	4,360.00	5,810.00	10,170.00
Total Administrative Expenditures	<u>8,046.23</u>	<u>21,319.78</u>	<u>29,366.01</u>

8:58 AM

02/01/23

Accrual Basis

Interlaken Town
Profit & Loss
July through December 2022

	Jul - Sep 22	Oct - Dec 22	TOTAL
Road Maintenance Expenditures			
Annual DPW Site Maintenance Exp	0.00	64.99	64.99
Brush Removal and Wild fire Mid	0.00	6,611.55	6,611.55
Road Signage	2,361.01	1,750.00	4,111.01
Depr. Expense-Roads	0.00	5,100.00	5,100.00
Additional Contract Services	1,104.10	9,285.25	10,389.35
Annual Road Repair	5,757.18	0.00	5,757.18
Supplies (Salt, Sand, Etc)	0.00	5,800.00	5,800.00
Snow Removal	0.00	16,000.00	16,000.00
Total Road Maintenance Expenditures	<u>9,222.29</u>	<u>44,611.79</u>	<u>53,834.08</u>
Water System Expenditures			
Annual Memberships	0.00	421.00	421.00
Water System Maint & Repair	0.00	666.19	666.19
Misc. Water Expense	888.52	392.83	1,281.35
Depr. Expense- Water System	0.00	28,500.00	28,500.00
Interest Expense	0.00	2,690.53	2,690.53
Chemicals & Monitoring	66.00	1,778.00	1,844.00
Meter Repair/Replacement/upgrad	5,563.20	2,570.00	8,133.20
Payroll Expenses	7,134.30	7,124.70	14,259.00
Telemetry System	945.10	1,051.00	1,996.10
Utilities Gas & Electric	2,475.61	2,185.72	4,661.33
Total Water System Expenditures	<u>17,072.73</u>	<u>47,379.97</u>	<u>64,452.70</u>
Total Expense	<u>34,474.11</u>	<u>113,311.54</u>	<u>147,785.65</u>
Net Ordinary Income	<u>7,073.23</u>	<u>-9,236.63</u>	<u>-2,163.40</u>
Net Income	<u><u>7,073.23</u></u>	<u><u>-9,236.63</u></u>	<u><u>-2,163.40</u></u>



Interlaken Town

Credit Cardholder Agreement

Requirements for use of a Town Credit Card:

1. The credit card is to be used only to make purchases at the request of, and for legitimate purposes.
2. The credit card must be used in accordance with the provisions of the Credit Card Policy established by Interlaken Town.

Violations of these requirements may result in revocation of use privileges. Cardholders found to have inappropriately used the credit card will be required to reimburse the Town for all costs associated with such improper use through direct payment or payroll deduction. Disciplinary action(s) may be taken per the Town's Municipal code, up to and including termination. Interlaken Town will investigate and commence, in appropriate cases, criminal prosecution against any person found to have misused the credit card or who violates the provisions of the cardholder agreement.

Credit Card Account Number: _____

Received by: _____
Name (please print)

I acknowledge receipt of the Credit Card Policy and agree to abide by said Policy.

Signature: _____

Date: _____

(For office use only)

Credit Card Returned

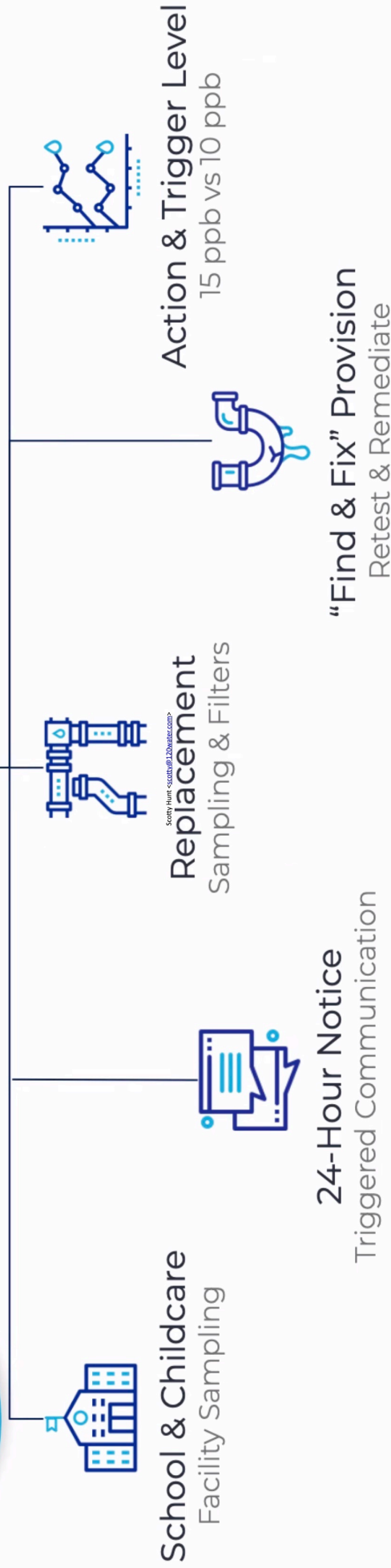
Card Holder Signature: _____

Authorized Signature: _____

Date: _____

Foundation for achieving LCRR compliance

Agenda 09a



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

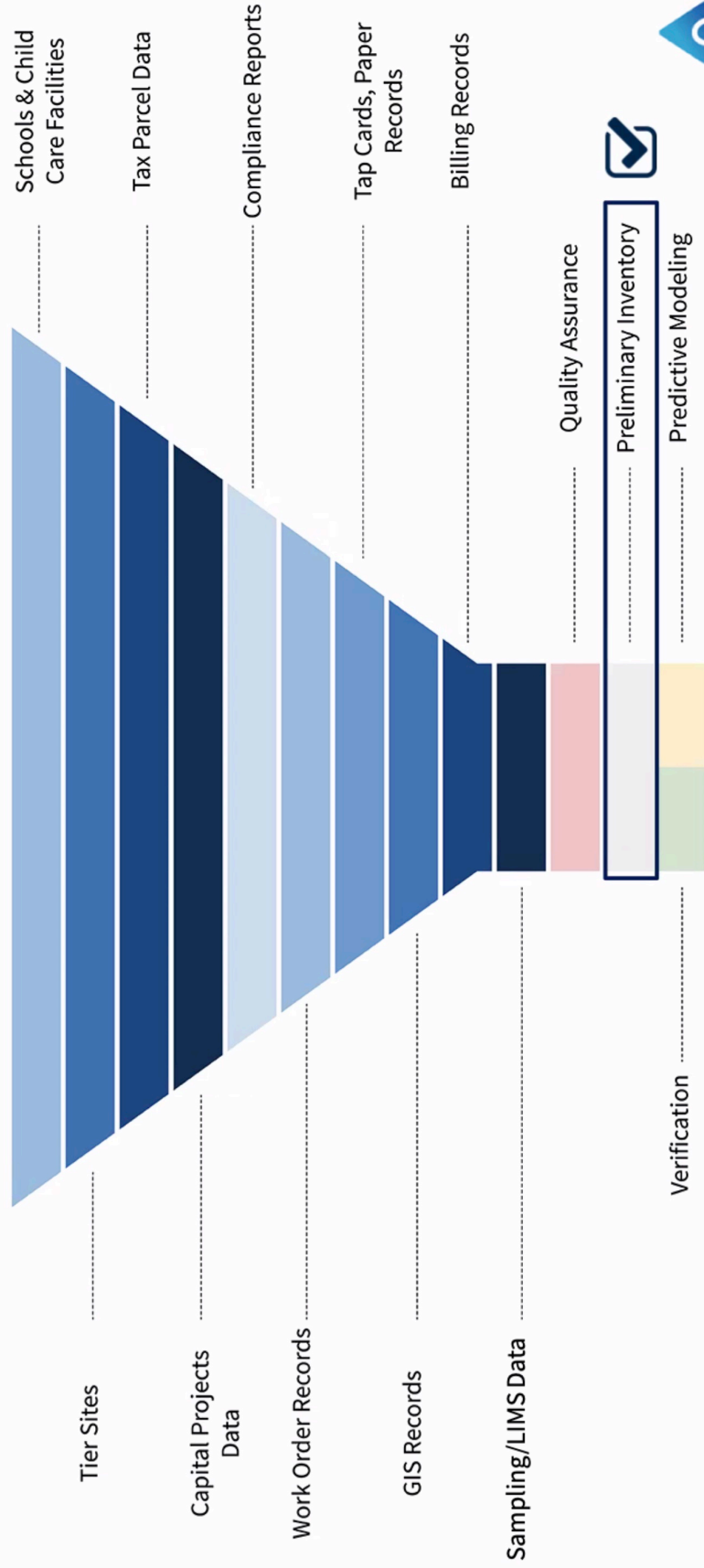
Preliminary Inventory Development

Develop

Agenda 09b

Create your inventory, regardless of starting place

Agenda 09b



120Water™



NB - Interlaken Town - UT - LSLI

Interlaken Town - UT

200 S, -
Salt Lake City, UT 84111
United States

Trent Davis

interlaken.watermaster@gmail.com
435-671-2913

Reference: 20230130-141648254

Quote created: January 30, 2023

Quote expires: February 28, 2023

Quote created by: Brad Baehr

Regional Sales Manager

brad.baehr@120water.com

Comments from Brad Baehr

Implementation will begin on or 5 Days before Signature Date

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
Small Systems Bundle - Implementation	\$500.00	1	
Small Systems Bundle - Services Block of 20 hours	\$2,000.00 / year	1	12
Small Systems Bundle - Software	\$3,000.00 / year	1	12

Subtotals

Annual subtotal			\$5,000.00
One-time subtotal			\$500.00
		Total	\$5,500.00

Purchase terms

Contract begins on Signature Date. Billing Terms: Net 30 Days from Invoice Date

Invoice Terms:

Billing Street Address:

Billing City:

Billing State:

Billing Zip Code:

Billing Country:

Billing Notes (if applicable):

Interlaken Planning Commission Interested Volunteers 2023		
Name	Lot#	Address
Timm Dixon	119	333 Bern Way
Dennis Madden	213	264 Big Matterhorn Circle
Kevin Parsons	211	259 Big Matterhorn Way
Jill Jacobson	155	350 Bern Way
Matthew Krop	183	331 Jungfrau Hill
Dorene McLaughlin	217	255 Big Matterhorn Way
Derek Becker	206	231 Interlaken Drive



INTERLAKEN TOWN

POLICIES & PROCEDURES

02/07/2023

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Section 1. Introduction

1.1 Purpose and Objectives

The purpose of this manual is to establish policies and procedures that will guide Interlaken Town council members, planning commission members, appointed officials and staff, and employees in effectively and consistently implementing the agreed upon procedures and practices in pursuit of the Town's financial and administrative tasks. A digital copy of this manual will be made available on the town's website: <https://www.town-of-interlaken.com/>

1.2 Content

This manual contains policies and procedures adopted by the Town Council through resolution. It also includes policies and procedures adopted administratively by the town's administrative staff. Those items adopted by resolution are so noted.

Section 2. Mayor, Council, Staff, and Appointed Officials

2.1 Contact Information

The Town administrator shall make available email addresses and telephone numbers for the Interlaken Town Mayor, members of the Interlaken Town Council, Planning Commission, Water Masters, and other administrative staff on the town's website - <https://www.town-of-interlaken.com/>.

2.2 Orientation of Council Members

A. Newly elected council members shall receive copies of the following documents within 30 days of their election:

1. Municipal Code
2. Policies and Procedures Manual
3. General Plan
4. Current Budget

2.3 Statement of Ethical Behavior

Newly elected officials, staff, and employees of Interlaken town shall sign a statement of ethical behavior upon commencement of their term or position.

See: Appendix A

Section 3. Administrative

3.1 Billing/Collections/Bad Debt

A. Purpose

The purpose of this policy is to provide Council and staff with a policy and guidelines with regards to the billing and collection of accounts, the writing off irrecoverable debts/bad debts owed by consumers to the Town, and to ensure that all outstanding amounts owing to the Town can be recovered effectively and economically and are financially viable.

B. Definitions

1. Bad debt refers to any debt which has become overdue by more than 180 days.
2. Debt means any sum of money which a citizen of the Town, or customer of the Town in some capacity, is legally obligated to pay to the Town for any purpose.
3. Overdue refers to any debt owed to Interlaken Town which has not been paid within sixty days of the date the payment was due.
4. Municipal account shall include all levies or charges including but not limited to:
 - a. water consumption,
 - b. basic water charges,
 - c. ownership transfer charges,
 - d. planning charges,
 - e. professional services charges,
 - f. interest and/or surcharges,
 - g. fines for municipal code violations,
 - h. miscellaneous and sundry charges.

C. Collections – The following process, with limited exceptions based upon collective approval by the Mayor and Town Administrator, will be used to collect on accounts with Interlaken Town:

1. Invoice mailed immediately to the customer.
2. Statement mailed at the end of each month and marked past due if applicable.
3. 30 days from the date of a statement an unpaid account is considered past due. A letter is immediately sent to the customer explaining the Town's collections policy.
5. After 60 days service is refused by the Town.

6. After 90 days the account is referred to the Town Attorney and taken to small claims court (Up to \$10,000) or district court (Over \$10,000).
7. 30 days after judgment a lien is placed on the associated property.

D. Bad Debts

1. Bad debts are to be accounted for by Interlaken Town until collected or permanently written off.
2. The Town will take ongoing aggressive action to collect all debts owed to the municipality which are not otherwise written off.
3. Bad debts over 180 days old which are under a cumulative amount of \$500 per customer may be written off immediately upon collective approval of the Mayor and Town Administrator, if they are deemed not to be cost efficient to attempt to collect on.
4. Any bad debts over six years old which have been determined to be wholly uncollectable may be permanently written off upon approval of the Town Council.

D. Criteria for Irrecoverable Debt

Debt will only be considered as irrecoverable if it complies with the following criteria:

1. All reasonable notifications and cost-effective legal avenues have been exhausted to recover a specific outstanding amount; or
2. The cost to recover the debt does not warrant further action; or
3. The debtor is bankrupt; or
4. The debtor is untraceable or cannot be identified so as to proceed with further action; or
5. The outstanding amount is due to an irreconcilable administrative error by the Town; or
6. If an offer of full and final settlement is confirmed in writing by the Town.

E. Records and Reporting

1. Interlaken Town shall keep records of all bad debts which have been permanently written off for a period of three years after the year of the write-off.
2. The Town Administrator will submit a report to the Town Council, on an annual

basis within the first month of the new fiscal year, of all bad debts written off under the provisions of this policy for the prior fiscal year.

F. Authorization

1. Debt below \$500 as stipulated above may be automatically approved for writing off by the Town Administrator and Mayor as a delegated authority.
2. In respect of other debt above \$500, schedules indicating the debtor account number, the debtor's name, the physical address in respect of which the debt was raised, address, amount per account category as well as a reason to write off the amount must be compiled and submitted to Council for approval as irrecoverable debt and writing off.
3. Notwithstanding the above, the Municipality or its authorized officials will be under no obligation to write off any particular debt and will always retain sole discretion to do so.

3.2 Frequency of Deposits

The treasurer, or his or her assistant, shall deposit all Town funds in the appropriate bank accounts within fourteen (14) days of receipt. It is unlawful for any person to commingle Town funds with his or her own money.

3.3 Separation of Duties of Treasurer and Clerk

One person shall not perform both the treasurer's and the clerk's financial duties.

3.4 Property Owner's Responsibility for Utility Accounts

All utility accounts shall remain in the property owner's name. It is the property owner's responsibility to make sure all utility accounts stay current.

3.5 Budget Planning Calendar

The following calendar shall be used to prepare each year’s budget:

January February		Town Administrator begins preparations for tentative budget including estimating revenue.
March		Mayor and Town Administrator meet to prepare draft budget.
April	First council meeting	Town Administrator presents draft budget to council.
May	First council meeting	Tentative budget must be adopted at or before the first council meeting in May.
June		Hold public hearing on tentative budget.
		Mayor, department heads and budget officer meet to prepare final budget.
June	22 nd	Final budget adopted. Deadline is June 22 nd if no change in tax rate.
July August	If tax rate is increased	Hold public hearing for proposed tax rate change – TNT hearing.
August	17 th	Final budget adopted. Property tax rate adopted.

3.6 Purchasing Procedures

See: Appendix B

3.7 Archiving Records

The Town Clerk shall maintain and be responsible for the town’s records in accordance with the Utah Government Records Access and Management Act, as amended. Records that have been inactive for more than six months may be selected for archiving or destruction. The Town Clerk is responsible for archived records.

3.8 Credit Cards and Other Charges on Town Accounts

- A. Authority - Town credit cards are administered and issued by the Town Administrator to be used under limited circumstances.
- B. Use - Cards are to be used in a responsible manner when other avenues of payment are not available such as:
 - 1. Specialty items which cannot be purchased from existing vendors or government contracts, including, but not limited to, online subscriptions for IT service providers.
 - 2. Employee conferences or trainings which require online registration.
 - 3. One-time purchases.
 - 4. Extenuating circumstances by approval of the Mayor or Town Administrator.
- C. Cardholder Responsibility
 - 1. Ensure that the credit card is used in compliance with this policy. All credit cardholders must sign and agree to the terms in the Credit Cardholder Agreement.
 - 2. Only authorized staff and officials of the Town may use the municipal credit card.
 - 3. The person using the credit card must submit receipts, documentation detailing the goods or services purchased, cost, date of purchase and the official business explanation thereof.
 - 4. Above said receipts and documentation must be submitted to the Town Administrator within two weeks of the date of purchase to reconcile against the monthly credit card statement.
 - 5. The person issued the card is responsible for its protection and custody and shall immediately notify the Town Administrator if the card is lost or stolen.
 - 6. Town credit card users must notify vendors or merchants that the credit card transaction should be tax exempt if it is used for the purchase of goods or services.
 - 7. The credit card may not be used for cash advances, personal use or any other type of purchase not permitted.
 - 8. Cardholders must immediately surrender the card upon termination of employment or position with the Town. The Town reserves the right to withhold final payroll checks and payout of accrued leave until the card is surrendered.
- D. Internal Control Procedures: Monthly statements are received by the Town Treasurer; each account is detailed separately by cardholder name and purchases. The Town

Town Administrator must:

1. Match documentation to each item on the monthly statement, showing that all charges are legitimate. A purchase receipt is required for all purchases. Failure to provide a purchase receipt will result in an investigation and possible termination of employment;
2. Provide the town budget number to be charged for each item purchased;
3. Each month, turn in the credit card invoice and backup documentation to the Town Treasurer for payment.

E. Town Administrator must be notified prior to any credit card purchases being made for Town business.

F. Other Charges – receipts for charges made locally on a town account must be obtained, signed, and contain an explanation and appropriate department. Receipts must be turned in that day to the staff or official who reviews, assigns a town budget category and then turns the receipts in to the Town Administrator. Charges can only be made by authorized staff and officials.

G. Credit Cardholder Agreement

See: Appendix D

3.9 Distribution of Town-Issued Keys

A. To protect the safety and security of Town buildings, the pump house, municipal water system and other assets, keys for access should be issued to staff and officials according to the following parameters:

1. Town Mayor: Pumphouse cardkey, gate to water tank, water tank vault, DPW site container, record file cabinets, generator enclosure.
2. Town Administrator: Pumphouse cardkey, gate to water tank, water tank vault, DPW site container, record file cabinets, generator enclosure.
3. Water Masters: Pumphouse cardkey, gate to water tank, water tank vault, DPW site container, record file cabinets, generator enclosure.
4. Town Council Members: As needed.
5. Town Clerk: As needed.

B. The Town will maintain additional keys for contractors who require access to town property and equipment.

3.10 Professional Review Deposit

- A. Projects which require review and/or inspection by the town's engineer, town attorney, or other consultant(s) shall be billed to the applicant at the actual billed rates incurred by the Town, in addition to all other fees. To assure prompt payment, the applicant shall deposit the required amount with the Town, of which the Town may draw to satisfy these costs.
- B. Projects which require review by the town attorney, town engineer, or other consultant(s) may also be required to set up a deposit account in amounts necessary to cover anticipated costs.
- C. All funds in applicant deposit accounts are available at all times for expenditure by the Town to satisfy fees incurred by the Town for the project. Upon request, the Town shall provide applicants a summary of the fees incurred during the previous month for the applicant's project. For all projects that require a deposit, if the balance on deposit for an applicant drops below a $\frac{1}{4}$ of the required initial deposit amount, the applicant must pay all outstanding billings for the month plus bring the deposit account back up to the required initial deposit amount, unless determined differently by staff. If at any time an applicant's deposit account does not comply with the provisions set forth herein, the Town's staff and its contractors, agents and consultants shall stop work on the project until the account comes into compliance. At the conclusion or termination of a project, any unexpended amounts in an applicant's deposit account shall be refunded to the applicant.

3.11 Application Policy

- A. Applicants that would like to be heard before the Town Council will be required to submit a complete application that will include:
 - 1. Contact information
 - 2. A brief description of the request
- B. Applicants may be required to submit a professional review deposit dependent on whether professional review is required for the request. The amount of the deposit will be \$500, unless determined differently by staff, and all the unspent deposit monies will be returned to the applicant.

3.12 Reserve Balances in Funds

A. Capital Improvement Projects Fund

1. Interlaken Town shall always maintain a reserve account in its Transportation Reserve Fund. The balance in this account shall be no less than the amount approved through the annual budgeting process.

B. Water Reserve Fund

1. Interlaken Town shall maintain at all times a reserve account in its Water Reserve Fund. The balance in this account shall be no less than the amount approved through the annual budgeting process.

C. Use

1. These reserve amounts may be used by resolution if the Town Council determines that a major unforeseen event or need exists. These reserve amounts shall not be used to merely balance the budget. Reserve Amounts budgeted annually for expenditures towards capital improvements or improvements to the municipal water system may be used without additional approval.

Section 4. Culinary Water

8.1 Access to Culinary Water

All property owners desiring to access the Interlaken Town culinary water system whose property meets the requirements for service will provided a water meter at the expense of the town. The costs for connection from the water meter to the residence will be the responsibility of the property owner.

Interlaken Town shall have no obligation to provide culinary service outside of its municipal boundaries.

Section 5. Property Development Safety

5.1 Clearance to Excavate

No applicant for a site disturbance permit associated with a building permit may commence any excavation for the project until the Town Administrator has finalized their approval of the permit.

5.2 Adoption of Building Codes

Interlaken Town shall adopt new uniform building codes as required by the State of Utah. These codes shall be adopted by ordinance and include any amendments by the State.

Section 6. Water

6.1 Frozen Water Line Prevention and Defrosting

- A. Interlaken Town cannot determine which water lines may freeze and takes no responsibility for frozen water lines on the water user's side of the meter. Any expense to defrost a water service will be the sole responsibility of the water user.
- B. It is the sole responsibility of the home/property owner to defrost the water service on their side of the water meter. The Town will defrost the water meter and the water lines on its side of the meter.

Appendix A – Statement of Ethical Behavior



INTERLAKEN TOWN

STATEMENT OF ETHICAL BEHAVIOR

I will abide by the Utah Public Officer and Employee Ethics Act (Utah Code 67-16) and the provisions of the Interlaken Town Municipal Code including their restrictions on the disclosure of confidential information, compensation, conflicts of interest, etc.

I will not violate the nepotism laws of the State of Utah (Utah Code 52-3).

I will not misuse public resources or property (Utah Code 76-8-4).

I understand that I will be held accountable for unethical behavior with consequences as established by federal, state, and local laws.

Name: _____ Office/Position: _____

Signature: _____ Date: _____

Note: Newly elected officials, staff, and employees of Interlaken town shall sign a statement of ethical behavior upon commencement of their term or position.

Appendix B – Purchasing Procedures

Reserved

Appendix C –Sample Credit Cardholder Agreement

**Interlaken Town
Credit Cardholder Agreement**

Requirements for use of a Town Credit Card:

1. The credit card is to be used only to make purchases at the request of, and for legitimate purposes.
2. The credit card must be used in accordance with the provisions of the Credit Card Policy established by Interlaken Town.

Violations of these requirements may result in revocation of use privileges. Cardholders found to have inappropriately used the credit card will be required to reimburse the Town for all costs associated with such improper use through direct payment or payroll deduction. Disciplinary action(s) may be taken per the Town’s Municipal code, up to and including termination. Interlaken Town will investigate and commence, in appropriate cases, criminal prosecution against any person found to have misused the credit card or who violates the provisions of the cardholder agreement.

Credit Card Account Number: _____

Received by: _____
Name (please print)

I acknowledge receipt of the Credit Card Policy and agree to abide by said Policy.

Signature: _____

Date: _____

(For office use only)

Credit Card Returned

Card Holder Signature: _____

Authorized Signature: _____

Date: _____

INTERLAKEN TOWN, UTAH
2023 Policies and Procedures Manual
February 07, 2023

RESOLUTION NO. 2023-02-07

A RESOLUTION OF INTERLAKEN TOWN ADOPTING THE 2023 POLICIES AND PROCEDURES MANUAL

WHEREAS Interlaken Town is best served by consistent and well-established policies, procedures, and best practices in governance and administrative duties; and

WHEREAS Interlaken policies and procedures can best serve the public if formalized and presented as a document, to be shared electronically with all interested parties

NOW, THEREFORE, it is hereby RESOLVED by Interlaken Town, Utah, that the Town Council of Interlaken, Utah, adopts the 2023 Interlaken Policies and Procedures Manual.

APPROVED AND ADOPTED this 7th day of February, 2023.

INTERLAKEN TOWN

Mayor: Gregory Harrigan

(Seal)

ATTEST:

Town Administrator: Bart Smith

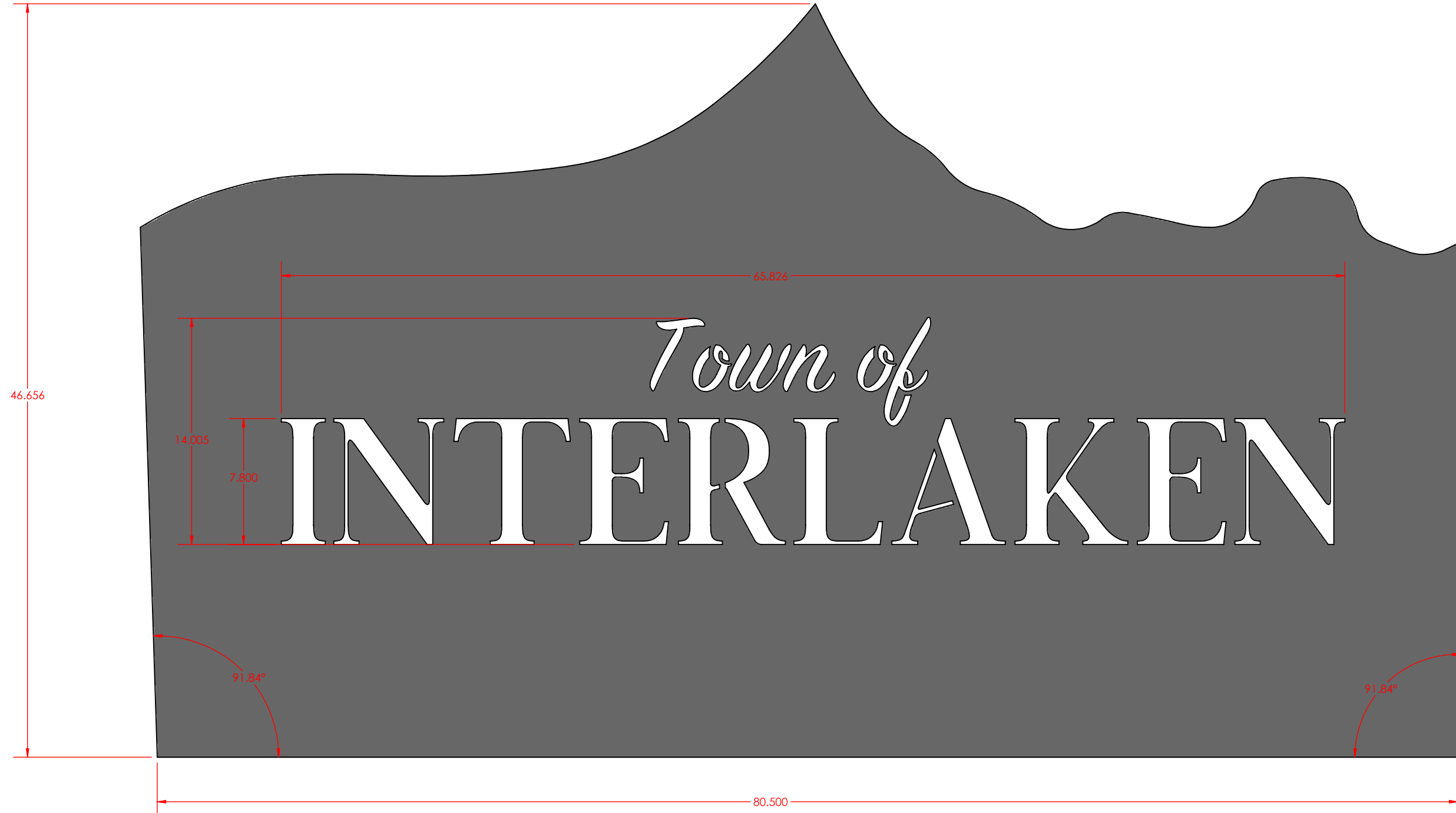
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Agenda 14



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MATERIAL		Gmac Steel Inc.	
.250 HRPO			
NAME		CUSTOMER:	
DATE		RC Ornamental	
DRAWN	Matt W	1/19/2023	
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF GMAC STEEL INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF GMAC STEEL INC. IS PROHIBITED.		QTY:	
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B	Town of Interlaken sign		
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