

Interlaken Town Council Regular Meeting Minutes
Tuesday, 06 June 2023, 6:32 PM – 7:27 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=QJNT3loV3J4Nm83TFJOdGV5UE1ldz09>

1. **Call to Order** Mayor Harrigan opened the meeting at 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 was absent

3. **Presentations:** None

4. **Public Comment:** None

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 5/02/2023 Council Regular Meeting Minutes**

Motion: Council Member Chuck O’Nan moved to approve 5/02/23 town council minutes as presented.

Second: Council Member Hibbard seconded the motion.

Discussion: no discussion.

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

8. **Financial Matters**

- FY2023 Water Billing Status – Bart Smith reported that the town has collected \$193,400.87 to date, with \$10,021.05 remaining in past due receivables. Smith has sent out 9 delinquency notices. The town’s policy regarding late payments is as follows:

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.

The notices were sent on 6/6/23. The deadline for full payment is 60 days after that, or 8/5/23.

- FY2023 Revenue and Expenses to Date – See the attached report for details. Smith noted that all expenses and revenue were in sync with the FY2023 budget to date.
- FY2024 Public Budget Hearing and Truth in Taxation Hearing Schedule – Because of a county statute that prohibits municipalities from holding a TNT hearing prior to 10 days after the July Notice of Property Valuation and Tax Changes is sent to county lot owners, the TNT hearing for Interlaken must be rescheduled. The county will send out their notices no later than July 22. The deadline for the TNT hearing is August 17. Smith requested that the Interlaken TNT hearing be rescheduled for August 8, at 6pm.

Motion: Council Member Sue O’Nan moved to reschedule the Interlaken TNT hearing to August 8 at 6pm.

Second: Council Member Hibbard seconded the motion.

Discussion: no discussion.

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

Greg wants more people involved in the council and would like to see a stipend for the work that’s done. Sue would also like a stipend. This will be put on the next meeting’s agenda. Greg – it seems to be an unfair burden on those who do volunteer and we need an incentive to attract more volunteers.

9. Building Permit Update and Planning Commission Status

Diana Duer, PC Chair -

There has been a lot of activity going on. There isn’t an update from TO. As Diana did the walkaround, she discovered the following:

Parkinson – there are windows, siding, and decking material. Expects and update from TO. They don’t have a dumpster on site – she will reach out regarding that.

Lot 206, Becker – garage and 2nd story addition. It’s moving forward, windows installed.

Lot 117, Broadstone – fencing has been installed, chain link over the driveway. Styrofoam cubes have been delivered. Fencing is sufficient.

Lot 307, Erin Merryweather – materials have been delivered, and excavation, but no major movement.

Lot 056 – Singer – continues to move forward. Smith – was the additional concrete pad part of the plans? Diana – no it wasn’t. Bart will send a notice to them regarding the pad is in the road right of way.

Lot 160 – Weiler addition – excavating, removal of old concrete pad, concern about parking on the road right of way.

Lot 173, Lehmann – tear down and rebuild, moving forward

Diana responded to the two candidates for the PC. Most likely she’ll meet with them next week.

Chuck O’Nan – Should we have erosion control in place for Weiler. Don’t they have to put waddle and better control in place. Greg – are they cutting a driveway. Diana – no, it’s just for access.

10. Fire Mitigation Debris Pickup Status - Thurs is the last pickup day. Removal should be completed early next week.

11. June Road Maintenance Update

Chuck O’Nan -Should be done tomorrow, everything is pretty much done. Dylan will be back in 3 weeks to paint the speed bump and the STOP signs. Chuck is finding a lot of areas where we need shoulder work, adding rock to level it. Greg – Derek Becker will do this. Chuck and Greg will walk the roads and mark those areas.

12. 2023 Municipal Election Update

There are 2 residents who’ve expressed interest – Jill Jacobson, 350 Bern Way, and Timothy Dixon, 333 Bern Way. Greg noted that Lynn Chadderdon is also interested.

13. Water Rights Assignment – ROC Update

See the attached email from Jon Schutz for an update.

14. Wasatch Mountain State Park Easement Update

The town received a renewal agreement that renews the water tank easement for 10 years at a cost of \$10K. It also includes an option to renew again at expiration for another 10 years for \$10K. The signed agreement was sent back to the park’s attorney on May 15, 2023. See the attached document. Bart – will reach out to Jeremy Cook for an update.

15. Road Maintenance Agreement – BHR and The Reserves Update

No meeting setup yet.

16. DPW Site Signage

Justin suggested the following language, and the council agreed.

=====

Dumpsters & Recycling for Interlaken Town Residents Only

Cameras in use

Unauthorized usage & leaving trash outside the dumpster subject to \$500 fine.

=====

17. Other Business - None

18. Council Comments - None

19. Adjournment - Council member Sue O’Nan moved to adjourn the meeting. Council member Hibbard seconded the motion. The motion passed unanimously. The meeting was adjourned at 7:27 PM. The next town council meeting is scheduled for July 5th, 2023, at 6:30pm via Zoom.

Jul thru Apr : 7/1/22 - 04/30/23		Interlaken Town Statement of Revenue and Expense											
		Jul thru Apr : 7/1/22 - 04/30/23, FY2023											
		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	
Revenue - All Accounts													
5	Annual Wasatch County Tax Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,865	\$ 150,000
6	Prior Year Assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Late Fees - Assessments (all years)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	1% State Sales Tax (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,799	\$ 32,000
all	Interest Income	\$ 280	\$ 50	\$ 106	\$ 22	\$ 506	\$ 80	\$ 280	\$ 100	\$ 96	\$ 20	\$ 190	\$ 30
12	New Owner Transfer Fees-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	B&C Road Tax (estimate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,772	\$ 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	\$ -	\$ -	\$ 154,997	\$ 173,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95	Metered Water Overages	\$ -	\$ -	\$ 26,501	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95a	Water Connect Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -
95b	Water Billing Late Fees	\$ -	\$ -	\$ 350	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95c	New Owner Transfer Fees	\$ -	\$ -	\$ 150	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95d	Misc. Water Revenue	\$ -	\$ -	\$ 183	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95e		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
150	Revenue from Federal & State Water System Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
169	Building Permit Application Fees (varies with application)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,350	\$ 1,350	\$ -	\$ -
170	Water Connect Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -
171	Road Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,750	\$ 7,500	\$ -	\$ -
172	Damage Deposits - Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,500	\$ 7,500	\$ -	\$ -
173	Completion Deposits - Refundable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500	\$ 4,500	\$ -	\$ -
173a	Plan Review & Inspections (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,840	\$ 15,000	\$ -	\$ -
173b	Variance Application Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240	\$ -	\$ -	\$ -
	Total Revenue	\$ 280	\$ 50	\$ 182,287	\$ 180,122	\$ 506	\$ 80	\$ 280	\$ 100	\$ 61,536	\$ 37,610	\$ 160,626	\$ 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	\$ -	\$ -	\$ -	\$ -

Jul thru Apr : 7/1/22 - 04/30/23		Interlaken Town Statement of Revenue and Expense											
		Jul thru Apr : 7/1/22 - 04/30/23, FY2023											
		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	
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (24,489)	\$ (25,000)	
39	Association Memberships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (921)	\$ (1,000)	
40	Web Hosting & IT Services (WIX,GoDaddy,Zoom,Dropbox,ViaSat,Calling Post)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (439)	\$ (1,500)	
40a	Town Council Equipment & Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (197)	\$ (500)	
41	Meeting Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (200)	
42	Bookkeeping, Accounting, CPA Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (10,250)	\$ (13,000)	
43	Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
44	Town Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,200)	\$ (10,000)	
44a	Attorney fees for BHR settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
45a	Animal Control through Interlocal Agreement w/ Heber City	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,811)	\$ (5,000)	
45b	Municipal Election Balloting & Noticing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (30)	\$ -	
46	Misc. Admin. Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (208)	\$ (500)	
47	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,420)	\$ (4,000)	
48	Office Supplies (postage + supplies)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,033)	\$ (1,000)	
49	Building Inspector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
51	Additional Consulting Fees (Codifiers, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,000)	
51a	Federal IRS Payroll Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,393)	\$ (4,500)	
51b	CARES Act - WCFD Fire Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (481)	\$ -	
51c	Safety and Enforcement Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (133)	\$ (500)	
51d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Administrative Expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (54,006)	\$ (72,700)	
Annual Road Maintenance Expense from General Fund													
55	Annual Road Repair & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,757)	\$ (10,000)	
56	Additional Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,493)	\$ (2,000)	
56a	Road Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,861)	\$ (2,000)	
57	Contract Service (Snow Removal)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000)	\$ (40,000)	
58	Supplies - Salt, Sand, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,800)	\$ (4,500)	
58a	Annual Fire Mitigation Expenses												
58b	Brush Removal and Fire Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,612)	\$ (12,000)	
59	Annual Road Capital Expenses												
60	Capital Investment in Roads	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Jul thru Apr : 7/1/22 - 04/30/23		Interlaken Town Statement of Revenue and Expense											
		Jul thru Apr : 7/1/22 - 04/30/23, FY2023											
		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	\$ -	\$ -	\$ (2,570)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,100)	\$ (2,000)
60c	Annual DPW Site Maintenance Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (65)	\$ (500)
61	Total Road Maintenance, Capital Improvements, DPW Expenses	\$ -	\$ -	\$ (2,570)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (81,688)	\$ (73,000)
	Total General Fund Expenses	\$ -	\$ -	\$ (2,570)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (135,694)	\$ (145,700)
	Water Revenue Fund Expenses												
	Bond Payment												
114	Water Bond Payment, Due annually in January	\$ -	\$ -	\$ (77,691)	\$ (78,275)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
115	Operating Expenses												
116	Payroll - Water Masters	\$ -	\$ -	\$ (15,313)	\$ (26,400)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
117	Meter Repair/Replacement, Water System Equipment, Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
118	Chemicals & Monitoring	\$ -	\$ -	\$ (1,941)	\$ (800)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
119	Telemetry System Operating Costs	\$ -	\$ -	\$ -	\$ (2,700)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
120	Water Share Fee, Education, etc.	\$ -	\$ -	\$ (40)	\$ (450)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
121	Gas Heat	\$ -	\$ -	\$ (627)	\$ (1,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
122	Electricity	\$ -	\$ -	\$ (6,633)	\$ (7,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123	Payroll Taxes - Water Masters - State & Federal 941	\$ -	\$ -	\$ (3,487)	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123a	Workman's Comp Insurance for Water Master	\$ -	\$ -	\$ (78)	\$ (1,200)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123b	Misc. Water Expenses	\$ -	\$ -	\$ (1,281)	\$ (1,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123c		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123d		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123e	Capital Investment in Water System												
123f	Purchase of Generator and Installation	\$ -	\$ -	\$ (28,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123g	Pump Replacements, Telemetry System, Meter Upgrades	\$ -	\$ -	\$ -	\$ (40,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
124	Repair and Maintenance												
125	Additional Contract Services - Tank Main., Rate Studies, Consults	\$ -	\$ -	\$ (5,500)	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
126	Annual Generator Maintenance	\$ -	\$ -	\$ (940)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
126a	General Water System Maintenance & Repair	\$ -	\$ -	\$ (2,742)	\$ (5,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Water Revenue Fund Expenses	\$ -	\$ -	\$ (144,774)	\$ (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)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,887)	\$ (12,000)	\$ -	\$ -
188b	Additional Contractual Services (Town Engineer)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (845)	\$ -	\$ -	\$ -
188c	Plan Review by Planning Commission	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (450)	\$ -	\$ -
	Total Building Fund Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,632)	\$ (20,450)	\$ -	\$ -
	Total Expenses (General, Water Revenue, Building)	\$ -	\$ -	\$ (147,344)	\$ (172,525)	\$ -	\$ -	\$ -	\$ -	\$ (8,632)	\$ (20,450)	\$ (135,694)	\$ (145,700)
	Net Change in Balance (Revenue+Transfers+Expenses)	\$ (77,995)	\$ 50	\$ 113,218	\$ (26,403)	\$ 506	\$ 80	\$ 280	\$ 129,600	\$ 52,904	\$ 6,360	\$ 24,931	\$ (26,370)
	Add: Beginning Balance	\$ 160,433	\$ 160,433	\$ 99,986	\$ 99,986	\$ 159,437	\$ 159,437	\$ 232,880	\$ 232,880	\$ 48,685	\$ 48,685	\$ 143,475	\$ 143,475
	Rounding Adjustment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Ending Balance	\$ 82,438	\$ 160,483	\$ 213,204	\$ 73,583	\$ 159,942	\$ 159,517	\$ 233,160	\$ 362,480	\$ 101,589	\$ 55,045	\$ 168,406	\$ 117,105



Office Address: 3490 West 3300 South
 Building A, Unit 4
 West Haven, UT 84401


Office Phone: (385) 389-2927
 Office Email:
asphaltpreservation@outlook.com

BID PROPOSAL & CONTRACT

CUSTOMER NAME: Interlaken Town BILLING ADDRESS: PO Box 1256 Midway, UT 84049		CONTACT NAME: Chuck O'nan CONTACT NUMBER: (435) 731-0989 CONTACT EMAIL: conan@promontoryclub.com	
JOB NAME: Interlaken Town 2023 Asphalt Maintenance (Revised) JOB ADDRESS: Interlaken Drive/Luzern Road Interlaken, UT		BID NUMBER: 2305004 BID DATE: 5/2/2023	
DESCRIPTION	QUANTITY/UNITS	PRICE	
ASPHALT REMOVAL & PATCH Line cut perimeter and remove broken asphalt and debris Apply, finish, and compact new hot-mix asphalt	3,534 SF, 21 Patches \$5.80/SF 3 Inches	\$20,497.20	
ASPHALT PATCH A - INSIDE TURN NEAR ENTRANCE	456 SF \$5.80/SF	\$2,644.80	
ASPHALT PATCH B - CENTER PATCH NEAR ALTAMONT DRIVE	288 SF \$5.80/SF	\$1,670.40	
ASPHALT PATCH C - CENTER PATCH NEAR ALTAMONT DRIVE	442 SF \$5.80/SF	\$2,563.60	
ASPHALT PATCH D - SPEED BUMP REMOVE AND REPLACE	198 SF \$18.30/SF	\$3,623.40	
ASPHALT PATCH E - SINKING GAS LINE PATCH, R&R ROAD BASE & ASPHALT	197 SF \$22.70/SF	Harrell Repair	\$4,471.90
ASPHALT PATCH F - GARBAGE AREA PATCH 5" DEPTH	550 SF \$7.20/SF	\$3,960.00	
Additional patching at the DPW site not included in this bid - Bart, 6/6/23			
TOTAL BID PRICE:			\$39,431.30

PAYMENT TERMS:

Payment is due at completion of the project without any retention being withheld. Invoices are subject to a 3.7% interest per month beginning 30 days following the due date. In the event it becomes necessary for Asphalt Preservation to file suit to collect any money due, hereunder or for breach thereof the owner agrees to pay in addition to the amount due, all costs of enforcement including reasonable attorney fees. In the event of dispute between Asphalt Preservation and the Buyer, the parties agree to arbitration through the American Arbitration Association.

<p>ACCEPTED: The prices, specifications, and conditions are satisfactory and are hereby accepted.</p> <p>Buyer Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Asphalt Preservation warranties all surface seals for a period of 1 year from completion.</p> <p>Authorized Signature: </p> <p>Estimator Name: Kenneth Kladden Contact Info: (385) 368-5278</p>
--	---

QUALIFICATIONS FOR CANDIDATE FILING DECLARATION

Please initial:

- TD The filing officer read the constitutional and statutory qualifications as listed below to me, and I meet those qualifications.
- TD I understand that an individual who holds a municipal elected office may not, at the same time, hold a county elected office.
- TD I agree to file all campaign financial disclosure reports, and I understand that failure to do so may result in my disqualification as a candidate for this office, possible fines and/or criminal penalties, including removal of my name from the ballot.
- TD I received a copy of the pledge of fair campaign practices, and I understand that signing this pledge is voluntary.
- TD I provided a valid email, or physical address if no email is available, and I understand this will be used for official communications and updates from election officials.
- TD I understand I will receive all financial disclosure notices by email.
I prefer to also receive financial disclosure notices by mail at the following address: _____
_____ PO BOX 335 _____
_____ MIDWAY UTAH 84049 _____
- TD I understand my name will appear on the ballot as it is printed on this declaration of candidacy, and that I may not make any amendments or modifications after 5:00 p.m. on June 7, 2023.
- TD I have received a copy of Section 20A-7-801 regarding the Statewide Electronic Voter Information Website Program and its applicable deadline.

James

Signature of Candidate

6/6/23

Date

Bartlett K. Smith

Signature of Filing Officer

6/6/23

Date

QUALIFICATIONS

Before the filing officer accepts any declaration of candidacy, the filing officer shall read to the candidate the constitutional and statutory requirements for candidacy, and the candidate shall state whether he/she fulfills the requirements. If the candidate indicates that he/she does not qualify, the filing officer may not accept his/her declaration of candidacy (Utah Code Section 20A-9-203).

MUNICIPAL CANDIDATE

Utah Code §10-3-301

Utah Code §20A-9-203

- Registered voter in the municipality in which the individual is elected*
- Must have resided within the municipality for which the candidate is seeking office for the 12 consecutive months immediately before the date of the election.
- Maintain a principal place of residence within the municipality, and within the district that the elected officer represents, during the officer's term of office
- If the individual resides in a territory which was annexed into the municipality: must have resided within the annexed territory or the municipality the 12 consecutive months immediately before the date of the election.
- Pay filing fee, if one is required by municipal ordinance
- Not convicted of a felony, treason, or crime relating to elections**
- Cannot have been declared mentally incompetent

* Utah Code §20A-2-101 states: A registered voter (1) is a citizen of the United States; (2) is a resident of Utah; (3) will, on the date of that election, be at least 18 years old, (4) has been a resident of Utah for 30 days immediately before that election; (5) and is registered to vote.

** Utah Code §20A-2-101.5 states: A person convicted of a felony loses the right to hold office until (1) all felony convictions have been expunged, OR (2) ten years have passed since the most recent felony conviction AND the person has paid all court-ordered restitution and fines AND the person has



PLEDGE OF FAIR CAMPAIGN PRACTICES

(Utah Code §20A-9-206)

There are basic principles of decency, honesty, and fair play which every candidate for public office in the State of Utah has a moral obligation to observe and uphold, in order that, after vigorously contested but fairly conducted campaigns, our citizens may exercise their right to a free election, and that the will of the people may be fully and clearly expressed on the issues.

THEREFORE:

I SHALL conduct my campaign openly and publicly, discussing the issues as I see them, presenting my record and policies with sincerity and frankness, and criticizing, without fear or favor, the record and policies of my opponents that I believe merit criticism.

I SHALL NOT use, nor shall I permit the use of, scurrilous attacks on any candidate or the candidate's immediate family. I shall not participate in, nor shall I permit the use of, defamation, libel, or slander against any candidate or the candidate's immediate family. I shall not participate in, nor shall I permit the use of, any other criticism of any candidate or the candidate's immediate family that I do not believe to be truthful, provable, and relevant to my campaign.


I SHALL NOT use, nor shall I permit the use of, any practice that tends to corrupt or undermine our American system of free elections, or that hinders or prevents the free expression of the will of the voters, including practices intended to hinder or prevent any eligible person from registering to vote or voting.

I SHALL NOT coerce election help or campaign contributions for myself or for any other candidate from my employees or volunteers.

I SHALL immediately and publicly repudiate support deriving from any individual or group which resorts, on behalf of my candidacy or in opposition to that of an opponent, to methods in violation of the letter or spirit of this pledge. I shall accept responsibility to take firm action against any subordinate who violates any provision of this pledge or the laws governing elections.

I SHALL defend and uphold the right of every qualified American voter to full and equal participation in the electoral process.

I, the undersigned, candidate for election to public office in the State of Utah, hereby voluntarily endorse, subscribe to, and solemnly pledge myself to conduct my campaign in accordance with the above principles and practices."

Name: Timothy Dixon Office: Town Council
Signature:  Date: 6/6/23

*This is a voluntary pledge. Candidates are not required to sign this pledge of fair campaign practices.

*This document is considered a public record and will be retained for public inspection until 30 days following the election.

Subject: RE: Green Filing:Notification on Case Number 365729850
Date: Tuesday, June 6, 2023 at 3:39:17 PM Mountain Daylight Time
From: Jon Schutz
To: Interlaken Clerk

Bart,

There are water rights in the name of Interlaken Estates and Interlaken Mutual Water Company.

Interlaken Estates—E1647, 55-7081, 55-4294, 55-7077

I have not seen any documentation between Interlaken Estates and Interlaken Town. Does the Town have any agreement with or deeds from Interlaken Estates? I think you've said you sent me what you have. I'm double-checking because we need a deed from Interlaken Estates to claim these rights. Or we can contact Interlaken Estates and see if there is anyone left to transfer these rights to the City. The only contact I've seen is Burton Todd.

E1647 is based on Midway Irrigation Company shares. Brooke from my office is contacting Midway Irrigation to see if any of the shares are in the Town's name.

Interlaken Mutual Water Company—55-6976, 55-11490 and 11491

I have the 2016 Agreement with and deed from Interlaken Mutual Water Company. However, it only mentions water right 55-6976. We are filing paperwork with the State to update title on this right to the Town.

However, I don't see any mention of 55-11490 or 55-11491 in any of the paperwork. To update title to these rights we need to contact IMWC and try and obtain a deed. IMWC expired in 2016. The last contact I have for IMWC is Sandra Soper. Does that ring a bell?

If needed, we can set up a call this week to discuss all of this.

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: Monday, June 5, 2023 3:49 PM
To: Jon Schutz <jschutz@mwjlaw.com>
Subject: Re: Green Filing:Notification on Case Number 365729850

RENEWAL AGREEMENT

between

INTERLAKEN TOWN

and

THE UTAH DIVISION OF STATE PARKS

###

WHEREAS, on May 17, 2003, the Utah Division of State Parks (formerly the Utah Division of Parks and Recreation) (“Parks”) granted an easement to Interlaken Mutual Water Company under the terms of the instrument attached hereto as Exhibit A (“the Easement”);

WHEREAS, on January 26, 2016, Interlaken Mutual Water Company assigned the Easement to Interlaken Town (“Interlaken”) pursuant to the terms of the instrument attached hereto as Exhibit B;

WHEREAS the Easement’s terms provide, among other things, for an initial term of twenty years and, upon expiration of the initial term, provide the parties to the Easement the option to extend the initial term of the Easement in successive ten-year terms; and

WHEREAS the parties wish to extend the Easement for an additional 10-year term and provide an option for an additional 10-year extension pursuant to the same terms and conditions contained in the attached Easement and the below provisions of this Renewal Agreement;

NOW THEREFORE, the Utah Division of State Parks and Interlake Town (referred to hereinafter as “the parties”) agree as follows:

RENEWAL AGREEMENT

1. First Renewal Term. Pursuant to ¶ 2 of the Easement, the term of the Easement is extended for an additional term of ten (10) years (“First Renewal Term”) until May 17, 2033.
2. First Renewal Term Assessment. Pursuant to ¶ 2 of the Easement, the cost of the First Renewal Term shall be \$10,000.00 for the entire ten-year term (“First Renewal Term Assessment”), which is to be paid in a lump-sum payment no later than June 1, 2023.
3. Second Optional Renewal Term. Pursuant to ¶ 2 of the Easement, Interlaken may extend the term of this Lease for an additional term of ten (10) years (“Second Renewal Term”) until May 17, 2043 by notifying Parks in writing of its intent to extend for the Second

