

# CONTRACTOR AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between **Bartlett Smith** (Contractor) and Interlaken Town, for the purpose of performing services as Interlaken Town Administrator and Town Clerk.

## I. TERM

The term of this agreement will begin on January 1, 2025 and terminates on December 31, 2025 unless special circumstances exist and with written authorization from Interlaken Town or unless terminated according to those terms outlined in Section IV. below.

## II. COMPENSATION

Interlaken Town agrees to pay Contractor \$ 116.00 per hour. Invoices may be submitted monthly or bi-weekly, prior to the end of the 1<sup>st</sup> and 3<sup>rd</sup> weeks of the month. No advance payments will be authorized.

## III. WORK SPECIFICATIONS

Contractor agrees to provide the below listed services:

1. Works under the supervision of the Mayor and Town Council.
2. Provides supervision to administrative staff in the preparation and filing of records, municipal contracts, management of public works projects, and other administrative duties for the Town..
3. Manages, and when appropriate provides access to, government records including records of the governing body, ordinances, resolutions, bonds for municipal officers, oaths of office, contracts, general financial books, and outstanding municipal bonds.
4. Keeps records of all persons elected or appointed to any office within the Town including terms of office.
5. Accepts and manages filings as required by law.
6. Serves notices as required by law.
7. Attests ordinances and the signature of the Mayor.
8. Countersigns contracts.
9. Maintains an indexed record of all contracts entered into by the Town.
10. Receives appeals of discharge.
11. Coordinates the recordings of all documents with the County Recorder.
12. Coordinates annexations into the Town.
13. Coordinates municipal elections.
14. Keeps and affixes the corporate seal.
15. Attends the meetings and keeps the record of the proceedings of the Town Council.
16. Maintains and updates documents including the Municipal Code and Policies and Procedures.
17. As ex-officio auditor, pre-audits all claims and demands against the Town.
18. Manages all Town finances in accordance with the *Utah Uniform Accounting Manual*.
19. Prepares and presents to the governing body monthly detailed financial reports. Prepares and presents, or delegates for preparation and presentation, an annual financial report for the Town within 180 days after the close of the fiscal year.
20. Assists in the annual audit. Publishes notice of audit completion and availability.
21. Prepares, coordinates, and oversees the municipal budget in conjunction with the Mayor and Town Council.
22. Acts as the records officer of the Town.

#### **IV. 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 ten 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. The Contractor may cancel this Agreement at any time by giving the Town thirty days notice in writing.

#### **V. 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: Bartlett Smith

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

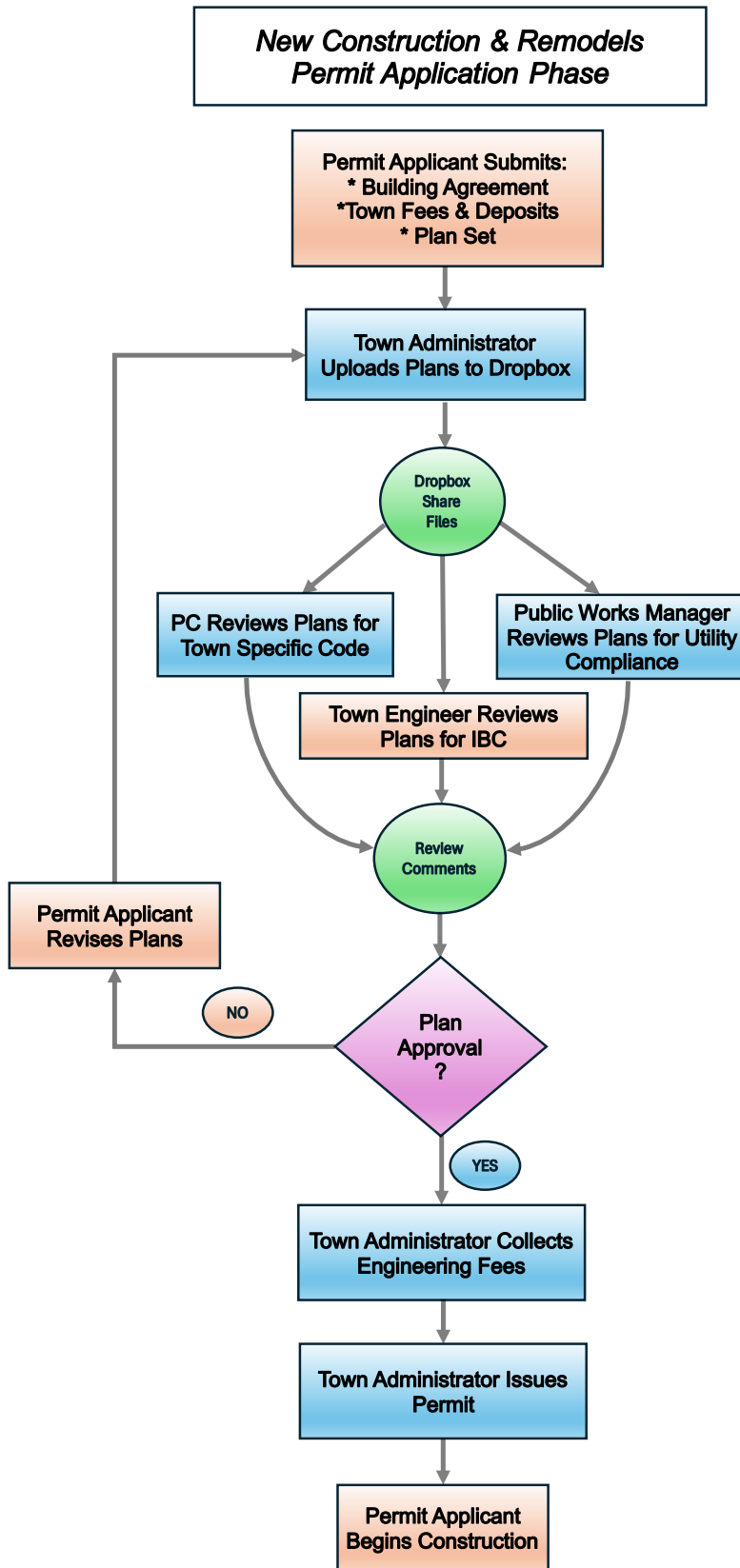
INTERLAKEN TOWN: Gregory Harrigan, Interlaken Town Mayor

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



# Interlaken Town Building Permits



**Subject:** PC Updates and Code Revisions

**Date:** Tuesday, December 3, 2024 at 8:04:53 AM Mountain Standard Time

**From:** Interlaken Planning Commission

**To:** Interlaken Clerk

Bart,

Below are the project updates and code revisions that I currently have. Things that are highlighted are changes or additions.

Sorry that I have to send links for the revisions. Had to use my work computer and they use Google, not Microsoft.

I will try to make the meeting, but I am working (Mondays are the only night I do not close the store) . I have asked Matt Hermann to represent the PC for me.

Lot 117, 328 Bern Way ~ Brandon Broadstone New Residence Building Permit Project Status.

*The most recent inspection was roughly one month ago. They had completed the exterior moisture barrier and interior insulation. The next inspection will be the final inspection.*

Lot 062, 307 Interlaken Dr. - Erin Merryweather Residence Alteration Permit Project Status.

*Awaiting a final inspection on this permit also.*

Lot 206, 231 Interlaken Dr. ~ Derek Becker Residence Alteration Permit Project Status.

*Awaiting a final inspection. I was in contact with the owner a few weeks ago and he had questions related to the final inspection. It sounds like they are awaiting a few plumbing fixtures prior to calling for the inspection.*

Lot 173, 338 Luzern Rd. ~ Lehman Residence Demo and Remodel Permit Project Status.

*Final inspection has been completed for the structure. There were a couple of items on the exterior needing to be finished before the permit could be closed out. (retaining wall and landscape).*

Lot. 57, 287 Interlaken Dr. ~ Jim Hadden Residence Demo and Remodel Permit Project Status.

*The contractor indicated they will be calling for a final inspection early next week (Dec. 3-9)*

Lot 219, 245 Big Matterhorn Circle ~ Seear Residence Alteration Permit Project Status.

*No update.*

Lot 93, 263 Interlaken Drive ~ Duer Residence Alteration Permit Project Status.

*No update.*

<https://docs.google.com/document/d/1-n6jLTKbEf8DSom1rVyscepVwtuvYZAcWvPNoQzxSFI/edit?usp=sharing>

[https://docs.google.com/document/d/19hZyQSkucz3-KJwRroE-dV\\_7AqxNYbGc2Ffw5OFDNS8/edit?usp=sharing](https://docs.google.com/document/d/19hZyQSkucz3-KJwRroE-dV_7AqxNYbGc2Ffw5OFDNS8/edit?usp=sharing)

<https://docs.google.com/document/d/1DEiG9NOq10GoXfO2AfJpBVkxduVFpmG5RwWprlkFEIc/edit?usp=sharing>

## CHAPTER 6.04 RIGHT-OF-WAY REGULATIONS

### Section 6.04.010 Responsibility for Improvements in Public Right-of-way

Notwithstanding any other provisions contained in this Chapter, the Town is not responsible or liable for damage or destruction caused by the Town or any other person or entity to sprinklers, lights, plants, trees, shrubs, landscaping or other improvements of any kind located within the public right-of-way, regardless of whether or not such improvements comply with this Chapter.

### Section 0.04.020 Prohibited Activities on Public Right-of-way

This section describes conditions that apply to all connections, encroachments, and uses of the Public right-of-way. The conditions and requirements of this section are in addition to other conditions, limitations, and requirements of this rule.

1. Private parking areas.

2. Buildings and structures. The placement of buildings or structures of any type within the Public Right of Way is prohibited.

3. The Public right-of-way within the town may be wider than the road and graded area to allow space for utility services, snow storage, and other public uses. Property owners who install structures, landscaping or improvements that encroach within the Public right-of-way do so at their own risk and the Town will not be responsible that may result from any normal snow removal. Any damage caused by the placement of structures, landscaping, or improvements within the public right-of-way is the sole responsibility of the property owner.

4. No private parking areas attached to a property's driveway shall encroach upon the public-right-of-way.

### Section 0.04.030 Exceptions

1. Any improvements made to the public right of way must be approved by the Town of Interlaken. Such improvements must be done in support of expansion or repair of underground utilities or completion of a water connection.

a. New Driveways

i. On properties where the driveway must extend into the public right-of-way through a limited (\_\_\_ft???) encroachment for accessibility. This is with the intention of providing access, not additional parking.

## **Chapter 9.03 UNIFORM CODES ADOPTED**

### **Section 9.03.010 International Building Code Adopted**

### **Section 9.03.020 International Mechanical Code Adopted**

### **Section 9.03.030 International Plumbing Code Adopted**

### **Section 9.03.040 National Electrical Code Adopted**

### **Section 9.03.050 International Fire Code Adopted**

### **Section 9.03.060 International Energy Conservation Code Adopted**

### **Section 9.03.070 International Fuel Gas Code Adopted**

### **Section 9.03.080 International Residential Code Adopted**

### **Section 9.03.010 International Building Code Adopted**

The Town hereby approves and adopts the International Building Code, ~~2012~~ 2021 Edition, published by the International Code Council, as amended by the State Division of Occupational and Professional Licensing, including Chapter One, and Appendices E, I & J, with all its codes and standards for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, and other miscellaneous construction in Town of Interlaken, and for issuing permits therefore. Permit fees shall be in the amount established, from time to time, by the Town Council by resolution.

### **Section 9.03.020 International Mechanical Code Adopted**

The Town hereby approves and adopts the International Mechanical Code, ~~2012~~ 2021 Edition, published by the International Code Council, as amended by the State Division of Occupational and Professional Licensing, including Chapter One, with all its codes and standards for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, ventilating, cooling, and refrigeration systems, incinerators, and other miscellaneous heat-producing appliances in Town of Interlaken, and for issuing permits therefore. Permit fees shall be in the amount established, from time to time, by the Town Council by resolution. The International Mechanical Code, ~~2012~~ 2021 Edition is hereby adopted and made a part hereof as if fully set out in this ordinance.

### **Section 9.03.030 International Plumbing Code Adopted**

The Town hereby approves and adopts the International Plumbing Code, ~~2012~~ 2021 Edition, published by the International Code Council, as amended by the State Division of Occupational and Professional Licensing, including Chapter One and Appendices D, E & F, with all its codes and standards for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, and other miscellaneous plumbing in Town of Interlaken, and for issuing permits therefore. Permit fees shall be in the amount established, from time to time, by the Town Council by resolution. The International Plumbing Code, ~~2012~~ 2021 Edition is hereby adopted and made a part hereof as if fully set out in this ordinance

### **Section 9.03.040 National Electrical Code Adopted**

The Town hereby approves and adopts the National Electrical Code, ~~2014~~ 2021 Edition, published by the National Fire Prevention Association, as amended by the State Division of Occupational and Professional Licensing, including Annex G, as the Electrical Code for Town of Interlaken. Permit fees shall be in the amount established, from time to time, by the Town Council by resolution. The National Electrical Code, ~~2012~~ 2021 Edition is hereby adopted and made a part hereof as if fully set out in this ordinance.

### **Section 9.03.050 International Fire Code Adopted**

The Town hereby approves and adopts the International Fire Code, ~~2009~~ 2021 Edition, published by the National Fire Protection Association, as amended by the Utah State Fire Prevention Board. The Town further approves and adopts the following appendices to the International Fire Code, ~~2012~~ 2021 Edition, as amended by the Utah State Fire Prevention Board: A. Appendix B – Fire Flow Requirements for Buildings B. Appendix C – Fire Hydrant Locations and Distribution. C. Appendix D – Fire Apparatus Access Roads The International Fire Code, ~~2012~~ 2021 Edition, along with Appendices B, C & D are hereby adopted and made a part hereof as if set out in the ordinance.

### **Section 9.03.060 International Energy Conservation Code Adopted**

The Town hereby approves and adopts the International Energy Conservation Code, ~~2012~~ 2021 Edition, published by the International Code Council, as amended by the State Division of Occupational and Professional Licensing, including Chapter One, with all its codes and standards for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, ventilating, cooling, and refrigeration systems, incinerators, and other miscellaneous heat-producing appliances in Town of Interlaken, and for issuing permits therefore. Permit fees shall be in the amount established, from time to time, by the Town Council by resolution. The International Energy Conservation Code, ~~2009~~ 2021 Edition is hereby adopted and made a part hereof as if fully set out in this ordinance.

### **Section 9.03.070 International Fuel Gas Code Adopted**

The Town hereby approves and adopts the International Fuel Gas Code, ~~2012~~ 2021 Edition, published by the International Code Council, as amended by the State Division of Occupational and Professional Licensing, including Chapter One, with all its codes and standards for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, and other miscellaneous heat-producing appliances in Town of Interlaken, and for issuing permits therefore. Permit fees shall be in the amount established, from time to time, by the Town Council by resolution. The International Fuel Gas Code, ~~2012~~ 2021 Edition is hereby adopted and made a part hereof as if fully set out in this ordinance.

### **Section 9.03.080 International Residential Code Adopted**

The Town hereby approves and adopts the International Mechanical Code, ~~2009~~ 2021 Edition, published by the International Code Council, as amended by the State Division of Occupational and Professional Licensing, including Chapter One and appendices E & H, with all its codes and standards for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, ventilating, cooling, and refrigeration systems, incinerators, and other miscellaneous heat-producing appliances in Town of Interlaken, and for issuing permits therefore. Permit fees shall be in the amount established, from time to time, by the Town Council by resolution. The International Mechanical Code, ~~2012~~ 2021 Edition is hereby adopted and made a part hereof as if fully set out in this ordinance



## CHAPTER 9.08 MAXIMUM HEIGHT PROVISIONS FOR ALL BUILDINGS

### Section 9.08.010 Procedures for Buildings With Regard to Maximum Height

#### Section 9.08.020 Definitions

### Section 9.08.010 Procedures for Buildings With Regard to Maximum Height

Maximum Building Height must be clearly shown and presented (as a profile drawing detail, at minimum) on the plan drawing submitted for the building permit, as either:

- A. The measured vertical distance (in feet) from the natural grade to the highest point of the roof, or roof element, or building structure above (for properties with an average natural grade of less than 25 percent).
- or
- B. The measured vertical distance (in feet) from the lowest flooring level which has an exterior entrance, or a partially or fully exposed wall on the downhill side of the dwelling, and then as measured from that flooring level to the highest point of the roof, or roof element, or building structure above (for properties with an average natural grade of 25 percent or greater or properties proposing building construction directly on top of any portion of land with a slope of 25 percent or greater).

1. The base of the foundation shall constitute the starting measuring point for the Maximum Building Height regardless of the accessibility of location for properties with a natural grade of 25 percent or more.

(Note: This is to address builds with tall foundations from measuring their Maximum height from the top of the foundation thus producing a building which “technically” meets our guidelines but which actually exceeds Maximum heights and may cause line of sight disturbances to neighboring properties).

#### Section 9.08.020 Definitions

A. Building Features Height Analysis. The building plans for a proposed structure that show the vertical elevation expressed in feet of the following points on each building relative to the Bench Mark used to develop the topographic map on the Elevation Certificate:

1. The top of the foundation walls at all points
2. The elevation of each floor of the proposed building
3. The elevation of the roof and any and all proposed appurtenances to the roof.

B. Building Height. Depending on the slope of the property, Building Height is defined as either the vertical distance from “Natural Grade” to the building roof, roof element, or building structure above, or the vertical distance from the lowest floor plane which has an exterior entrance or a partially or fully exposed wall on the downhill side of the dwelling, to the highest point of the roof or roof element or building structure above. See Title 11, Section 11.06.070 Revised September 12, 2016 for specific maximum building height requirements and Section 9.08.010 on how to calculate (measure) maximum building height.

C. Grade. The ground surface elevation of a site or parcel of land.

1. Grade, Existing. The Grade of a Property prior to any proposed construction activity, including the effects of any previous man-made site disturbance.
2. Grade, Natural. The Elevation of the existing surface of the land prior to commencement of construction of any proposed improvements or any previous man-made site disturbance. Natural grade, when not readily established due to prior modifications in terrain, shall be fixed by reference elevations and slopes at points where the prior disturbance appears to meet the undisturbed portions of the subject property, or the undisturbed grade of adjacent properties. The estimated Natural Grade shall tie into the elevation and Slopes of adjoining Properties without creating a need for a new retaining wall, abrupt differences in the visual Slope

and elevation of the land, or redirecting the flow of run-off water. This term is a base point to be used to establish the basis for compliance with Town height limitations in stated circumstances.

3. Grade, Final. The finished or resulting Grade where earth meets the Building after completion of the proposed Development Activity

D. Grading. Any earthwork or activity that alters the Natural or Existing Grade, including, but not limited to, excavation, filling, or embanking.

E. Slope, Percent. The level of inclination of land from the horizontal plane, determined by dividing the horizontal run or distance of the land by the vertical rise of distance of the same land and converting the resulting number value into a percentage value. For example, if vertical rise is 2 feet and horizontal run is 10 feet, then percent slope equals 2 divided by 10, multiplied by 100 percent, or 20 percent.

F. Bench Mark. The location and elevation in feet from mean sea level of the point from which the topographic map for the Elevation Certificate is started. That point is also labeled as "0" and all other points on the map are labeled relative to that in whole, or decimal fraction numbers per foot of change in elevation.

G. Licensed Land Surveyor. A professional that is licensed to practice land surveying in the State of Utah.

H. Licensed Civil Engineer. A professional that is licensed to practice civil engineering in the State of Utah

## CHAPTER 11.02 DEFINITIONS

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

1. Building. Any structure built for the support, shelter, or enclosure of persons, animals, or property of any kind.
  - a. Main building. The principal building upon a lot.
  - b. Setback line requirement. A line requirement designating the minimum distance which buildings must be set back from a street or lot line.
  - c. Building, accessory. A subordinate building, the use of which is incidental to that of the main building
2. Cantilever. A rigid structural element that extends horizontally and is unsupported at one end. Typically it extends from a flat vertical surface such as a wall, to which it must be firmly attached. Like other structural elements, a cantilever can be formed as a beam, plate, truss, or slab.
2. Compost. Organic matter that has been decomposed and recycled as a fertilizer and soil amendment
3. Carport. A structure with one or two or no walls for the shelter of automobiles with permanent footings.
4. Certified Agency. A public agency with regulatory oversight as delegated by applicable law or regulation.
45. Sport Court. An outdoor asphalt court (not including parking lots) designed for athletic purposes (i.e. basketball court, tennis court, etc.) surrounded by fencing or on a standalone pad.
45. Street. Any thoroughfare serving as the principal means of access to property.
46. Storm water Drainage Plan. A proposed method for containing the increase of rain water on the property due to development, so that it doesn't pool up at the foundation, runoff onto neighbors' property, or cause flooding.
47. Subdivision. The division of a tract, lot, or parcel of land into two or more lots, plots, sites, or other division of land for the purpose, whether immediate or future, of sale or for building development.

### Section 11.04.070 Location Requirements

- A. The main dwelling unit shall be set back at least 30 feet from all lot lines or 30 feet from the center of the roadway right of way. The setback shall be measured from the outmost exterior wall of the building ( either the foundation wall or cantilevered portion thereof) to the property line.
- B. The accessory building shall be set back at least 30 feet from all lot lines, or 30 feet from the center of the roadway right of way.
- C. A 10 foot setback shall be permitted along the property line that abuts an entity other than Interlaken property, such as the State Park boundary.
- D. For corner lots, the main dwelling and any accessory building shall be set back from the rear property line a distance of at least 30 feet.
- E. Decks shall be set back from the property line a distance of at least ???

### Section 11.06.070 Tennis, Sport Courts, and Basketball Goals

Due to the extensive area required for tennis or other hard-surfaced sport courts, such courts will not be permitted. Wall-mounted or free-standing basketball goals may be allowed adjacent to patios and/ or driveways.

## Section 11.06.070 080 Maximum Height Provisions for all Buildings

The height of any building shall not exceed 35 feet. A. The total height shall be measured as follows:

1. For properties with an average natural grade of less than 25 percent: the total building height shall be measured as the vertical distance from the natural grade, as defined in this Title, to the highest point of a roof, or roof element, or building structure above.
2. For properties with an average natural grade of 25 percent or greater OR properties proposing building construction directly on top of any portion of land with a slope of 25 percent or greater: the total building height shall be measured from the lowest flooring level which has an exterior entrance or a partially or fully exposed wall on the downhill side of the dwelling, and then as measured from that flooring level to the highest point of the roof, or roof element or building structure above.

1. The base of the foundation shall constitute the starting measuring point for the Maximum Building Height regardless of the accessibility of location for properties with a natural grade of 25 percent or more.

(Note: This is to address builds with tall foundations (that may or may not have interior access) from measuring their Maximum height from the top of the foundation thus producing a building which "technically" meets our guidelines but which actually exceeds Maximum heights and may cause line of sight disturbances to neighboring properties).

Tuesday, December 3, 2024 at 16:31:13 Mountain Standard Time

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**Subject:** RE: Invoice from Jones & DeMille Engineering  
**Date:** Tuesday, December 3, 2024 at 3:10:49 PM Mountain Standard Time  
**From:** Matt Laurendeau  
**To:** Interlaken Clerk  
**CC:** Ryan Selee, Darin Robinson  
**Attachments:** image001.png

Bart,

We are looking into potential possibilities. As you may know, it is hard to get grants with the Towns MAGI being as high as it is. I'm not sure what Interlaken is, but I would think it would be similar to Midway (Statewide MAGI = \$56,000, Midway MAGI = \$92,000). We are looking into requirements of Rural Development to see if there is a potential there.

We may end up just suggesting that we apply for planning funding through the DDW and see what happens. The likelihood of getting a grant is probably small, but they be able to provide a loan.

**Matt Laurendeau, PE**

*Project Manager*

Jones & DeMille Engineering, Inc.

p: (801) 692-0219 | m: (801) 309-1993

Shaping the Quality of Life

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**From:** Interlaken Clerk <[interlakenclerk@gmail.com](mailto:interlakenclerk@gmail.com)>  
**Sent:** Tuesday, December 3, 2024 1:28 PM  
**To:** Neccia Dalton <[neccia.d@jonesanddemille.com](mailto:neccia.d@jonesanddemille.com)>; Matt Laurendeau <[matt.l@jonesanddemille.com](mailto:matt.l@jonesanddemille.com)>  
**Subject:** Re: Invoice from Jones & DeMille Engineering

Got it – thanks.

Matt – do we have an update on possible grants for our water system study?

Bart Smith  
Interlaken Town Administrator  
(435) 565-3812

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**From:** Neccia Dalton <[neccia.d@jonesanddemille.com](mailto:neccia.d@jonesanddemille.com)>  
**Date:** Monday, December 2, 2024 at 1:00 PM  
**To:** Interlaken Clerk <[interlakenclerk@gmail.com](mailto:interlakenclerk@gmail.com)>, Matt Laurendeau <[matt.l@jonesanddemille.com](mailto:matt.l@jonesanddemille.com)>  
**Cc:** Brenda Malmgren <[brenda.m@jonesanddemille.com](mailto:brenda.m@jonesanddemille.com)>, Carrie Nowers <[carrie.n@jonesanddemille.com](mailto:carrie.n@jonesanddemille.com)>, Emily Hansen <[emily.h@jonesanddemille.com](mailto:emily.h@jonesanddemille.com)>  
**Subject:** Re: Invoice from Jones & DeMille Engineering

Bart,