Interlaken Town Building Agreement for New Additions/Remodels/Demolitions

This Building Agreement for Additions, Remodels, and Demolitions ("**Agreement**") is entered into as of the last date signed below, by and between Interlaken Town (the "**Town**") and the registered property owner for the property entered below (the "**Owner**").

The Owner must agree to the following policies and conditions prior to the Town granting approval for their request for remodeling, adding to, or demolishing a structure. **Jones and DeMille Engineers** are the Interlaken Town Engineer and will review all permit applications and make recommendations to the Town Administrator, Planning Commission, and Council. No permits will be approved until the plans are reviewed and signed by Interlaken Town's authorized representative. The Owner agrees to comply with the following conditions of this agreement:

1. For **Remodels**, the Owner must provide a site plan and engineering survey if grade of land being disturbed is over a 10% slope, landscaping in excess of 200 ft2 will be performed, or the footprint of any structure will change. It must be submitted by the Owner to the Interlaken Town Administrator. This is to ensure compliance with the Land Use and Building Ordinances of the Interlaken Town.
2. A **Remodel** application that enlarges the existing dwelling requires a certified staked survey that is dated within 5 years of the application.
3. **Remodels** with an updated water service connection. The property Owner must contact the Interlaken Town Water Master to obtain specifications for the connection to the system if that connection is to be disturbed in any way. All external faucets and hose connections must be equipped with either a built in ANTI-SIPHON VALVE (e.g., traditional farm faucets) or be fitted with a screw-on anti-siphon device. All in-ground irrigation systems (sprinklers or drip), pond, waterfall, and / or other water features are required to have a vacuum breaker. The Owner is responsible for purchasing and installing the specified components. The Certified Operator will inspect the installation upon notification that it is complete and take an initial meter reading.
4. **Demolitions** of any existing building or structure within Interlaken Town require notification to the Interlaken Town Administrator and a demolition. Permit. The application must include a description and scope of the demolition project. Permit fees and deposits will be collected and a permit issued prior to the start of a demolition project.
5. The Owner will provide the name and phone number of their contractor/builder (if used) on the application. The Owner will further agree to provide their contractor/builder with a copy of this document. The Owner agrees that they, the property Owner, are the ultimate responsible party for compliance with all Land Use and Building Ordinances of the Interlaken Town and any additional requirements specified in this Agreement. If the Owner is acting as the builder or contractor, the Owner must complete the Utah State Owner-Builder form. A copy

of this form and the associated requirements can be obtained from the Interlaken Town Administrator.

6. The Owner will provide a suitable toilet on-site or will provide the workers access to the facilities in the home prior to the work beginning.
7. A suitable closed trash container or dumpster will be on site as soon as the building or demolition phase begins to produce trash. All dumpsters and containers will be covered with a mesh cover (blanket) to prevent the spread of debris. The property Owner is responsible for any trash that leaves the property due to wind or to negligence by the workers. **No construction debris is to be put in the community dumpster located at the Interlaken Town dumpster site on Luzern Rd. Per the Interlaken Town Ordinances, a $500.00 fine will be imposed on the Owner for any violations.**
8. The Interlaken Town roadway includes a 33-foot wide right-of-way. Construction vehicles are subject to the parking regulations listed in Title 6 of Interlaken Town municipal code. Interlaken Municipal code prohibits parking within the Town's 33-foot wide right of way from November 1st through March 31st. The Owner must advise contractors that their vehicles must be parked outside the 33-foot wide right of way during these months. The road right of way includes any shoulder areas that fall within the 33-foot width. Failure to comply with this ordinance will result in fines and removal of the vehicle at the registered owner's expense. When construction activity requires temporary blockage of the right of way, the town administrator must be notified a minimum of 48 hours in advance. Traffic control measures must be in place during the blockage, with at least one attendant in place to help with directing traffic.

   Any vehicle which is blocking more than 50% of the roadway surface, other than for temporary unloading of materials or if a notification was sent in accordance with this section, will be considered in violation of the town's parking regulations and subject to penalties. Any vehicle which is moving through the roadway in a backwards fashion, blocking more than 50% of the roadway surface, and presenting a hazard to oncoming traffic, requires the presence of flaggers in front and behind the vehicle. Of special concern are dump trucks, concrete trucks, trailers, and other heavy equipment backing up into a blind spot section of roadway.

   During April through October, when parking in the roadway is permitted, no construction site shall have in excess of 3 vehicles present. Vehicles must be parked with wheels off the asphalt surface, but may encroach on the shoulder areas, as specified in Title 6 of Interlaken code. Workers should carpool to the worksite to limit the number of vehicles parked to a maximum of 3. In the months from November through March, winter parking restrictions are in place and no vehicles may be parked in the 33-foot right of way, 24 hours a day, 7 days a week.
9. No tracked vehicles, i.e., bulldozers or backhoes with steel tracks, are allowed on the Interlaken Town asphalt road surface unless protected by some type of pads. Any damage to the paved or shoulder surfaces shall be repaired to the satisfaction of the town's inspector at the applicant's expense.
10. It is understood that the roadway includes a 33-foot right-of-way and that the Owner has no right to place any obstacle in the right-of-way at any time. Both the

toilet and dumpster will be on the property Owner's property and not in the road right-of-way.

11. Interlaken Town is not responsible for providing connections to sewer, natural gas, electricity, or any other utilities besides the water system. The road may NOT be cut without approval from the Town of Interlaken for modification of sewer connections or any other utilities, or for any other reasons. Any work within the Town's right of way, other than installation or modification of the existing driveway connection from the new building requires application for and approval of the town's Road Right of Way work permit. Additional fees and deposits will be collected with the application of the right of way permit. Any new or modified driveway must be included in the plan set submitted for approval.
12. A Road Impact Fee and Damage deposit are collected for remodels, demolitions, and other projects that make significant use of the Town's roads. The impact fee and damage deposit must be paid prior to the Town's approval of the plans. The damage deposit refund amount will be determined after assessing any damage to the Town's road system and municipal property, including, but not limited to, the asphalt surface, shoulder areas, guardrails, or any additional Town property located within or outside the town's 33 foot wide right of way. Any damage resulting from construction activity directed onsite, or any additional activity including, but not limited to, delivery of construction materials, concrete, or equipment, or other vehicular or equipment use associated with the project, shall be assessed and deducted from the damage deposit. The remaining damage deposit balance will be assessed and released once construction has completed and a final inspection by the town engineer and Interlaken Planning Commission has been completed.
13. The Completion deposit must be paid prior to the Town's approval of the plans. Upon completion of the final inspections performed by the town engineer and the Interlaken Planning Commission, the balance remaining after deducting any engineering fees that exceeded the original amount collected for plan review and inspections will be refunded. If an application is withdrawn prior to completion of a final inspection, the balance refunded will include deductions for all services provided by the town engineer.
14. The Owner is responsible to keep all debris off the Interlaken Town Roads. This includes, but is not limited to, dirt, mud, trash, gravel or any of the like, that accumulates on the roads due to construction vehicles going to/from the construction site. The Owner is responsible to clean up any such debris from the road by the end of the workday. The Owner will be fined $500.00 per day for failure to keep the Interlaken Town Roads clear of debris. Each day will be considered a separate violation.
15. The Owner and any contractors agree to abide by the town's permitted construction activity work hours as specified in Interlaken Town code, Section 9.07.010.

Remodel/Additions/Demolition
Permit Fees and Deposits

The Town's fees and deposits are billed upon receipt of this agreement, the plan set, and the completed remodel checklist. Additional engineering fees will be billed upon review and approval of the plan set. The remodel permit issued upon receipt of all the fees and approval of the plan set. Remodel deposits and fees for the Town are scaled according to the scale of the remodel project and established by *Town Resolution No. 2026-06-30 Consolidated Fee Schedule.* To view the fee schedule, visit the Town website at: https://www.interlakenut.gov/documents

The engineering fees are collected by the Town and passed to the Town Engineer. These fees, including plan review and inspections, are based on the current hourly rates set by the engineer and vary from project to project. If at the conclusion or cancellation of the project, the total engineering fees billed exceed the initial engineering fees collected, the difference will be deducted from the Completion Deposit prior to a refund.

Please contact the Interlaken Town Administrator at admin@interlakenut.gov or (435) 565-3812 if you have questions.

For more information about building in Interlaken Town, visit our website at: https://www.interlakenut.gov/building

Sign this agreement below and complete the attached Remodel Checklist. Provide as much detail on the checklist as possible to ensure a quick assessment of your project.

Submit your plan set, the completed signature page from this agreement, and the completed checklist by USPS mail, or email to one of the following:

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

admin@interlakenut.gov

The undersigned parties agree to the policies and conditions of this building agreement.

Property Owner

Name: _____

Signature: _____

Mailing Address: _____

Phone Contact: _____

Email Address: _____

Lot # _____ Interlaken Address: _____

Date: _____

Contractor

Contractor Name: _____

Contractor License#: _____

Signature: _____

Mailing Address: _____

Phone Contact: _____

Email Address: _____

Additional Services and Fees

Town Engineering Fees – Plan Review and Inspections

Upon receipt of this agreement and the Interlaken Town Fees and Deposits, the applicant's plan set will be submitted to the town's contracted engineer for review. Upon approval of the plans, the town will bill the applicant for the permit fees covering plan review and inspections by the engineer. The approved permit will be issued upon receipt of these funds.

Midway Sanitation District - Heber Valley Special Services District

Please contact Midway Sanitation District who manages all sewer related items for the Interlaken Town. Fees will need to be paid directly to them. MSD can be contacted at 75 North 100 West, Midway, UT, (435) 654-3227. Heber Valley Special Services District collects an impact fee for new connections to the sewer system. Contact HVSSD at (435) 654-2248 for more details.

Heber Light & Power

This fee is paid at the Heber Light & Power offices in Heber City, 31 South 100 West, Heber City, UT. (435) 654-1581

Wasatch County Fire District

On October 17, 2019 Wasatch County passed Resolution No. 19-02 adopting impact fees for the Wasatch County Fire District. This fee is collected by the Wasatch County Fire District. For more information, call WCFD at 435-940-9636.