Interlaken Town Road
Site Disturbance and Flat Work Agreement

This Building Agreement for Site Disturbance and Flat Work ("**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**").

A. Permit Required. A Town of Interlaken Site Disturbance-Flat Work Permit is required before any person or entity may landscape, excavate, grub and clear, grade, or perform any type of construction activity that will disrupt or cause a change in the natural landscape or increase impervious surfaces upon any parcel of property located in the Town. No excavating shall be done further than is necessary to place the lot on grade or for building a dwelling and/or garage.

B. Exemptions. The following activities are exempt from the permit requirements of this agreement (*Interlaken Town Municipal Code Section 9.05.030*):

1. Actions by a public utility, the Town, or any other governmental entity to remove or alleviate an emergency condition, including the restoration of utility service or the reopening of a public thoroughfare to traffic;
2. Actions by any other person when the Town determines, and documents in writing, that the actions are necessary to remove or alleviate an emergency condition;
3. Construction activities disturbing less than 200 square feet of land and surface area;
4. Residential landscaping and gardening activities disturbing less 500 square feet of land surface area;
5. Town of Interlaken capital improvement projects, provided that site disturbance control measures are included in the bid specifications and plans for the special improvement project.

C. Special Considerations. When residential landscaping and gardening activities disturbs an excess of 500 square feet of land, the Town Council may consider a waiver of some of the conditions listed below as requirements of the Site Disturbance Agreement. The Owner must apply for a waiver to the Town Council, and the Council will consider the request as part of their regular business at a regularly scheduled Town council meeting.

Refer to Title 09 "Building and Construction," Chapter 9.05, of the Interlaken Town Municipal Code for more information about the site disturbance permit.

The Owner must agree to the following policies and conditions prior to Interlaken Town granting approval for their request to disturb the natural landscape or increase impervious surfaces upon any parcel of property located in the Town.

1. **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 plan is reviewed and signed by Interlaken Town's authorized representative.
2. A policy of liability insurance must be obtained by the Owner, naming Interlaken Town as coinsured, insuring against liability for property damage and personal injury

in an amount not less than 1 million (1,000,000.00) dollars which may result from work performed in the Town road right of way or other municipal property.

3. The Owner will provide a site plan and engineering survey if grade of land being disturbed is over a 10% slope, must be submitted to the Interlaken Town Administrator. This is to ensure compliance with the Land Use and Building Ordinances of Interlaken Town.
4. The Owner agrees to conform to all Land Use and Building Ordinances of Interlaken Town and the requirements in this agreement.
5. The Owner agrees to complete a location request with Blue Stakes of Utah to identify existing underground utilities, including but not limited to, the Interlaken water system, that could be affected by the site disturbance work. Failure to do so could result in fines and repair costs.
6. The Owner will provide a suitable toilet on-site or will provide the workers access to the facilities in a home prior to the work beginning.
7. A suitable closed trash container or dumpster will be on site as soon as the building phase begins to produce trash. All dumpsters and containers will be covered with a mesh cover (blanket) to prevent the spread of debris. The 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 Property 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 measure controls 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 section 9., 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 construct 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 cars 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. The Owner shall take precautions to prevent damage to the pavement and shoulder surfaces at all times. Paved and shoulder surfaces outside the work area shall also be protected. The operation of steel tracked equipment or the placement of steel outriggers/stabilizers in direct contact with the pavement surface shall be prohibited. To avoid unnecessary damage to paved surfaces backhoes and track equipment should use rubber cleats or paving pads. Any damage to the paved or shoulder surfaces shall be repaired to the satisfaction of the Inspector at the Owner's expense.
10. A Road Impact Fee and Damage deposit are collected for 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, a final inspection has been completed and an inspection by the Interlaken Planning Commission has been completed.
11. Environmental Control: a) Dust and debris will be controlled at all times. b) Noise will be kept down so as not to become a nuisance. c) Clean up will require the removal of all equipment, material, barricades and similar items from the right-of-way. Areas used for storage of excavated material will be smoothed and returned to their proper contour. The street will need to be vacuumed and/or swept in order to restore the surfaces and surrounding surfaces to their clean condition by the end of the workday. The Owner will be fined $500.00 per occurrence for failure to keep the Interlaken Town Roads clear of debris.
12. New construction applications require a certified staked survey that is dated within 5 years of the application.
13. Failure to Comply In the event of failure on the part of any person, firm, public utility, or corporation to comply fully with the provisions of Interlaken Town Ordinances, enforcement authorities of Interlaken Town are authorized to: a) Initiate action by citation and/or proceed to forfeit bonds; b) Under conditions which create an immediate hazard to public health or safety, to require the responsible entity to immediately repair or remove the hazard from the right-of-way and require the responsible entity to bear all costs of the repair or removal plus 15%, or c) Under conditions which do not create an immediate hazard to public health or safety give written notice to the responsible entity to repair or remove such hazard from the right-of-way. Such notice may be served either by personal service or by mailing the notice to the responsible entity by registered mail and posting by copy thereof on such hazard for a period for 5 days. If such hazard is not removed within 5 days after the notice is complete, the Town may remove the same at the expense of the person, firm,

or corporation and recover costs and expenses, and also liquidated damages in the amount of $100 for each day the hazard remained within the right of way after notice was served and d) Immediately rescind any pre-qualification which may have previously been granted.

Site Disturbance-Flat Work
Permit Fees and Deposits

The Town's fees and deposits are billed upon receipt of this agreement and the plan set. Additional engineering fees for plan review and inspection will be included in this billing. The site disturbance-flat work permit is issued upon receipt of the fees and deposits and approval of the plan set. These permit deposits and fees are set according to the scale of the project as 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

After receipt of this signed agreement and the plans for the project, the Town will bill the Owner for permit fees and deposits.

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

Please sign this agreement on the next page, and submit that page either by US mail to:

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

Or, electronically, to:
admin@interlakenut.gov

The undersigned responsible parties agree to the policies and conditions of the Interlaken Site Disturbance-Flat Work Agreement.

Site Disturbance-Flat Work Agreement

I HEREBY certify that I have read and examined this application and knowing the same to be true and correct. All provisions of law and ordinances governing this type of work will be complied with whether specified herein or not. The granting of this permit does not presume to give authority to violate or cancel the provisions of any other State or Local Law regulating construction or performance of construction and that I make this statement under penalty of perjury.

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: _____

Description of Work (attach site plan and project details):

_____

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Completion Date_____

Interlaken Town Fee Schedule

Site Disturbance-Flat Work Agreement

This table lists the fees and deposits as set by *Town Resolution 2026-06-30 - Consolidated Fee Schedule*. Fees and deposits may be adjusted downward for projects of a smaller scope with less impact on the town's infrastructure and road system.

Fee Description:	**Amount**:
Interlaken Permit Application Fee	$500
Town Engineers Review/Inspection Fee	$300 minimum
Road Impact Fee (if applicable)	$5,000 maximum
Damage Deposit (refundable)	$5,000 maximum
Completion Deposit (refundable)	$4,000 maximum

Upon receipt of the project plans and the signed agreement, the town will invoice the Owner for the permit fees and deposits. Payment can be made by check, payable to **Interlaken Town**.

Mail check to:
Interlaken Town
P.O. Box 1256
Midway, UT 84049

Payment may also be made through the town's SmartPay online portal. Contact the Town Administrator for more information.