Agenda 9a - Bart's Retirement/Exit Plan

Bart Smith - Town Administrator, Timeline for Replacement and Retirement	
Date	**Proposed Action**
12/1/22	Smith's Town Administrator hourly rate increases from $40 to $45/hr. Last increase was 12/1/2021.
1/1/23	Recruitment/selection starts for replacement(s). Candidates interviewed by council, final approval by council.
Following Selection of replacement(s)	Smith begins training of replacement(s) and begins process of transferring his duties.
4/30/23	Smith retires duties as Town Administrator.
5/1/23	Smith switches to consulting if needed - hourly fee on par with TO Project Mgr (currently $85/hr).

Subject: Re: [E] Interlaken Town Verizon Business Acct# 442495423-00001
Date: Tuesday, October 25, 2022 at 3:32:45 PM Mountain Daylight Time
From: Pheister, Callie
To: Bart Smith

Hey Bart,

Let me know when you have time to chat and we will get this going for you.

How I see you will need to do things is you have a few options.

Cell phone additional to the account
Plan $45 unlimited - iphone 12 free on monthly payments

Option 1 -- when you send the call to the cell phone if that is all it is being used for no worries but if you want to separate business and personal you won't know which line the call is for.
Main number (recording) $20
Press 1 for this (Barts Cell) $0
Press 2 for that (Other Cell) $0

Option 2 -- if we send them to an app on the phone that wants to separate personal and business
Main number (recording) $20
Press 1 for this (app on Barts Cell) $15
Press 2 for that (app Other Cell) $15

I will need the following information if you want to port over the main number (existing account info)
Account number
Porting Pin
Phone number

Callie Pheister
Inside Sales
National Business Telesales
Verizon Business Group
Monday - Friday 10-6 EST

Business/Tech Support: 800-922-0204
Insurance Claims: 888-881-2622
Port Center: 877-567-4899
Global Support: 800-711-8300

On Tue, Oct 25, 2022 at 5:10 PM Pheister, Callie <callie.pheister@verizonwireless.com> wrote:

> Yeah I can do that. Give me a few to finish this order and I will call you.
>
> **Callie Pheister**
> Inside Sales
> National Business Telesales
> Verizon Business Group
> Monday - Friday 10-6 EST
>
> Business/Tech Support: 800-922-0204
> Insurance Claims: 888-881-2622
> Port Center: 877-567-4899

Global Support: 800-711-8300

On Tue, Oct 25, 2022 at 5:08 PM Bart Smith <interlakenclerk@gmail.com> wrote:

> Hi Callie-
>
> You helped me out a few months back getting us set up with a data plan for a wireless modem the town uses for security cameras.
>
> Now I'd like to add a cell phone to our plan – it looks like there's deal available right now for the Apple Iphone 12 with no charge.
>
> Is that something I can just order online and add to my account? Perhaps you have another recommendation for us?
>
> Also, I 'd like to add the ability for routing calls, either via VOIP or (if possible) a cell phone.
>
> Currently the town uses MagicJack as a VOIP phone as the town's main phone#.
>
> I don't answer that phone, but use it to forward calls to my cell phone, or another cell in my absence.
>
> What I'd really like to do is have the ability to route calls from a menu and direct that selection to a different cell#.
>
> For example, someone calls the town's phone# and hears the message:
>
> "You've called the Interlaken Town phone service. If this is an emergency requiring law enforcement call the Wasatch County Sheriff's Office."
>
> "Otherwise listen to the following menu options as they have changed."
>
> "Press 1 to contact Bart Smith, town administrator." The caller is forwarded to a cell number entered into the system.
>
> "Press 2 to…." The caller is forwarded to another number.
>
> You know how it goes…
>
> Not sure if Verizon can provide this service and how it would interact with a cell phone.
>
> Thanks,
>
> Bart Smith

Interlaken Town Administrator

(435) 565-3812

Agenda 9b - Town Cell Phone

Apple iPhone 12

Starts at
$0.00/mo

★★★☆☆
(314 Reviews)

For 36 months, 0% APR;
Retail Price: $599.99

Online Only. For a limited time, get the iPhone 12 64GB smartphone on us. With a new line and select data plan.
See details

Color

White Black Blue (PRODUCT)RED Purple Green

Storage & Price

36 months | Full retail price

64 GB	128 GB	256 GB
$0.00/mo was ~~$16.66~~	$18.05/mo	$20.83/mo

Quantity

1

Add to cart

Device unlocking Policy for Business

Receive information about Verizon offers.

Online Only. For a limited time, get the iPhone 12 64GB smartphone on us. With a new line and select data plan.

To qualify:

- iPhone 12 64GB & a new line & device payment purchase required.
- $24.99 or higher price plan required.

Terms & Conditions:

- Taxes & fees apply.
- 0% APR.
- $599.99 credit applied to acct over the term of your agmt (up to 36 months); promo credit ends when eligibility requirements are no longer met.
- Credits begin in 2-3 bills, reflecting appropriate discounts from order date.
- Cannot be combined with other device offers.
- iPhone 12 64GB monthly fee after credit: $0.
- Limited time offer.

5G Ultra Wideband available in select areas. 5G Nationwide available in 2,700+ cities.

Overview Features Specs Reviews

iPhone 12 for small business. Superfast 5G.[1] A14 Bionic, the fastest chip in a smartphone. New dual-camera syster and videos for your business. And a beautiful Super Retina XDR display to see more of what matters in vivid detail.
* USB-C Power Adaptor and headphones not included

5G Nationwide available in 1800+ cities. 5G Ultra Wideband (UWB) available only in parts of select cities.

Explore Verizon 5G Ultra Wideband coverage

CA residents: see the California Proposition 65 **WARNING**

Subject: Re: Meeting Materials for tonight's meeting and revised Agenda
Date: Tuesday, October 25, 2022 at 4:40:27 PM Mountain Daylight Time
From: Chuck Cullom
To: Bart Smith
CC: Interlaken Mayor, Sue Onan, Chuck O'Nan, Hibbard: Justin S027 Grp B

Thanks Bart and team,

I am on a plane running late to Denver then to SLC. I will likely be in the air for the Town Council meeting.

The Water Rights Update is as follows:

Bart and I are meeting at 9:00 am tomorrow morning with Utah DNR staff Tristan Perkins to review one of the Town's water rights applications from the Midway Adjudication (not the current Jordanelle Adjudication). I will inquire with him as to the timing of the review of the Jordanelle adjudication filings from the Town (Bart filed on August 10th as I recall).

I will be seeking some spending authority to file the Record of Conveyance of about $2,000 because we need a registered Engineer to file the ROC's or an attorney. I don't see any real difference between the 2 options except that the last ROC filing was rejected and it was filed by a Registered Engineer. We can discuss the timing of the ROC filing but I would like to get it done tin November.

Finally, Bart and I need to follow up regarding the State Park Easement. We provided a letter of intent to extend the easement. Bart had a good conversation with the Wasatch Park Superintendent in late August (as I recall). We need to follow up with him and then have an attorney draft a revised and extended easement.

My suggestion is to do the ROC and the easement with the Town's current attorney at the same time to use his time most efficienctly.

That is my report. Hopefully the flights and transit improve - I will call in once I am on the ground (likely 7:15 to 7:30). I will email updates as appropriate.

- Chuck

On Tue, Oct 25, 2022 at 1:45 PM Bart Smith <interlakenclerk@gmail.com> wrote:

> I added item #14 – Town Entrance Sign and have attached materials for tonight's meeting.
>
> Thanks,
>
> Bart Smith
>
> Interlaken Town Administrator
>
> (435) 565-3812

Agenda 11a - State Park Easement

Subject: Re: Interlake Water Tank Easement
Date: Thursday, September 15, 2022 at 5:06:00 PM Mountain Daylight Time
From: Jonathan Hunt
To: Bart Smith
CC: interlaken.mayor@gmail.com

Send it to me:

Jonathan Hunt
Wasatch Mountain State Park
P.O. Box 10
Midway, Ut 84049

On Thu, Sep 15, 2022 at 5:03 PM Bart Smith <interlakenclerk@gmail.com> wrote:

> Thanks Jonathan-
> Who should we send the request to?
> Name and address?
> -Bart Smith
>
> Get Outlook for iOS
>
> ---
>
> **From:** Jonathan Hunt <jonathanhunt@utah.gov>
> **Sent:** Thursday, September 15, 2022 4:35:36 PM
> **To:** interlaken.mayor@gmail.com <interlaken.mayor@gmail.com>; Interlakenclerk@gmail.com <Interlakenclerk@gmail.com>
> **Subject:** Interlake Water Tank Easement
>
> To renew the easement for the water tank I have been directed to obtain a formal request from Interlaken town. This helps us to assure that the correct person is making the request, Appropriate letterhead, etc.
>
> This is probably best written by the mayor.
>
> Once we obtain that we will process the request.
>
> Let me know if you have any questions.
>
> Thank you.
>
> --
> Jonathan Hunt
> Park Manager
> Wasatch Mountain State Park
> 435 654-1791 office

--
Jonathan Hunt
Park Manager
Wasatch Mountain State Park
435 654-1791 office

Agenda 11b - State Park Easement

Interlaken Town
P.O. Box 1256
Midway, UT 84049
(435) 565-3812

October 24, 2022

Jonathon Hunt
Wasatch Mountain State Park
P.O. Box 10
Midway, UT 84049

Mr. Hunt,

As you are likely aware, Interlaken Town has an easement with Wasatch Mountain State Park for the Town's water tank and related infrastructure. The easement expires in May 2023. The easement and infrastructure are mutually beneficial to the Town and Wasatch Mountain State Park as evidenced by the coordination and collaboration between the Town, Department of Natural Resources staff, and wildland fire crews while fighting the April 2022 fire at the park. Representatives of the Town would like to meet with Park representatives at your earliest convenience to begin the process of extending the easement and continuing our collaborative relationship.

Please contact me to schedule a meeting with the appropriate Park representatives along with members of the Town Council to begin the process. My contact information is Interlaken.mayor@gmail.com, (435) 714-0909. Thank you and we look forward to working with you on this important matter.

Sincerely,

Greg Harrigan
Interlaken Town Mayor

Attachment: Recorded Easement Agreement, 22-May-2003

WMSP-E57

Agenda 11c - State Park Easement

Ent. 259029
Bk. 0630
Pg. 0303-0310
Wasatch Co.
06/11/2003

WHEN RECORDED MAIL TO:
Susan Zarekarizi, Information/Realty Specialist
Utah Division of Parks and Recreation
P.O. Box 146001
1594 West North Temple, Suite 116
Salt Lake City, Utah 84114-6001

CONSENT TO ASSIGNMENT OF EASEMENT FOR SECURITY PURPOSES

The Utah Division of Parks and Recreation ("the Division"), as Grantor under that certain Easement Agreement executed by the Division on May 22, 2003 naming Interlaken Mutual Water Company ("IMWC") as Grantee, hereby approves and consents to the assignment by IMWC of IMWC's interest in the Easement Agreement to the State of Utah, Department of Environmental Quality, Drinking Water Board ("the Board"), pursuant to paragraph 7 of the Easement Agreement, solely for the purpose of securing a loan being granted to IMWC by the Board, as described in the Assignment of Easement attached hereto as Exhibit A. All terms and provisions of the Easement Agreement remain in force.

This document is valid only if and when the Assignment of Easement attached hereto as Exhibit A is fully and lawfully executed.

SIGNED and APPROVED this 3Rd day of **June**, 2003.

Courtland Nelson, Director
Utah Division of Parks and Recreation

STATE OF UTAH)
:ss
COUNTY OF SL)

This instrument was acknowledged before me on the 3R day of **June**, 2003, by Courtland Nelson, known to me as the Director of the Utah Division of Parks and Recreation, who duly acknowledged before me that he executed the same as Director.

NOTARY PUBLIC
LANA HADLOCK
1594 W. No. Temple, #116
Salt Lake City, UT 84114
My Commission Expires
January 1, 2004
STATE OF UTAH

NOTARY PUBLIC

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WMSP-E57

Ent 259027 Bk 0630 Pg 0279-0295
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2003 JUN 11 9:14am Fee 43.00 MWC
FOR INTERLAKEN MUTUAL WATER COMP

WHEN RECORDED MAIL TO:
Susan Zarekarizi, Information/Realty Specialist
Utah Division of Parks and Recreation
P.O. Box 146001
1594 West North Temple, Suite 116
Salt Lake City, UT 84114-6001

EASEMENT AGREEMENT

A Water Tank Term Easement on Wasatch Mountain State Park: Interlaken Mutual Water Company for Fire Protection

Purpose of Easement: Interlaken Mutual Water Company (IMWC) has petitioned the Utah Division of Parks and Recreation (division--grantor) for an easement to construct an underground 400,000 gallon water tank, connecting underground utilities, pipeline, and an access road on lands owned by the division in Wasatch Mountain State Park, Wasatch County Utah to enhance capacity and water pressure for wildland fire protection and potable water uses. Note: these State Park lands are protected by the federal Land & Water Conservation Fund Act, P.L. 88-578 (LWCF) and 6(f) provisions for conversions from other than public outdoor recreation use. Inasmuch as the pipeline, utilities and the tank will be underground, and will not inhibit public use of the surface for recreation purposes, no formal 6(f) conversion is deemed necessary. Funds derived from this easement will be dedicated to LWCF real property replacement costs.

THIS EASEMENT AND RIGHT-OF-WAY agreement is made and entered into as of May 27, 2003, by the State Of Utah, Department of Natural Resources, Division of Parks and Recreation ("Division" and grantor); and the Interlaken Mutual Water Company (IMWC--grantee).

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and terms set forth herein, the Division (grantor) and Interlaken Mutual Water Company (grantee) hereby agree as follows:

1. Grant of Easement and Right-of-Way. The grantor hereby conveys, assigns, transfers, and grants to IMWC a non-exclusive right of way, over, under, across and through certain real property and one (1) tank site easement shown on exhibit "A" for the sole purpose of constructing, installing, operating, maintaining, repairing one (1) 400,000 gallon underground water storage tank, with surface vents, underground control utilities, and system-connecting pipeline (approximately 1500 feet) installed under and within the 20 foot wide post construction access roadway (10 feet each side of centerline). In addition, a temporary "construction easement" (15 feet each side of the centerline) will utilize <1.92 acres for the road, pipeline and tank construction site; and a subsequent "term easement" (post construction) will utilize 0.734 acres for the underground tank site, and 0.794 acres or less for the access road and pipeline; i.e., totaling about 1.528 acres. The width of the temporary construction easement may be up to 30 feet wide. Specific

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construction drawings and calculations will be affixed as exhibit "B" and will be reviewed and considered for approval by the Division engineer.

2. Term of the Easement and Options. The post construction term easement granted herein shall terminate twenty years (20) from the date of signing of this Agreement, but can be extended for successive ten (10) year terms based on the then-current value assessment, needs and condition of the State Park at that time, and needs of the grantee. The Division grants no perpetual easements over LWCF and State Park properties. The easement granted herein may be terminated at any time upon mutual written consent of the parties. The cost of the 20-year easement will be $20,000 for the twenty-year term. Subsequent fees will be calculated based on a value and utility assessment by the Division, with fees established by the Board of State Parks.

3. Rights Run with the Land. The rights granted to, and the obligations of, the Division and IWMC described herein shall run with the land for the granted term; and shall be binding on the Division and IWMC and their respective successors, assigns, lessees and grantors, each of whom shall be an intended beneficiary of the rights hereunder. Notice shall be made in writing to the Division of any change in ownership or management of said easement 90 days in advance of such change. The Division reserves the right to accept or deny any change in ownership.

4. Approximate Location of Project and Easement. The site is on the easterly slope of Phosphate Hill, north of Interlaken Estates, at approximately 6400 ft amsl, approximately North 4300 feet and East 900 feet from the Southwest corner of Section 23, Township 3 South, Range 4 East, Salt Lake Base and Meridian. This site description will be nominally adjusted per final design, and site/alignment modifications made by the grantee and grantor to minimize visual and environmental impacts on the park and view shed. The tank site will remain unfenced.

5. Project Mitigation and Design Considerations. The tank will be completely buried, re-vegetated, and covered as per exhibit "B". Exposed slopes (tanks site and cuts/fills) will be covered with natural colored stabilizing mesh or similar materials to ensure screening vegetative growth and seedbed. The project and mitigation plan will be submitted for Division approval prior to construction; i.e., exhibits A and B. The Environmental Assessment, exhibit "C", will be adhered to including all mitigation measures described in the document. Excavated materials and topsoil will be stored on site and used to refill voided areas, except for the material displaced by the tank. Excess materials will be exported from the Park land.

   A. Existing topsoil will be stored in a location separated from the other materials and used for final topsoil in landscaping and re-vegetating the area, including cuts and fills.
   B. Water bars will be placed across the roadway, sloped downhill, and closely spaced at intervals to prohibit precipitation flows from eroding the road and immediate environs. Any runoff from excavated material around the tank or roadway will be detained in a pond where solids will be settled out and used

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for landscaping or refill material. The Division engineer will approve the design.

C. The access road from Interlaken Estates will be gated to prohibit any motorized access, except authorized IMWC maintenance or State Park Patrol or emergency access. Non-motorized access will be allowed for public recreation access on the State Park.

D. Any additional construction, installation, or site modification shall require a renewed application and approval from the Division.

E. IMWC bears complete responsibility for any and all environmental impacts resulting from leakage, broken lines, or any abnormal uses directly relating to IMWC operations.

F. In the event the tank is damaged or destroyed rendering it unsafe or infeasible for use, or is no longer needed, the IMWC shall be responsible for removing the water tank and all appurtenances within one (1) year of the event. All disturbances will be re-profiled to a natural form consistent with the immediate slopes and surroundings, and re-vegetated with indigenous plant materials.

G. It is anticipated that IMWC and its engineering consultant will test the soils and geological condition of the tank site prior to construction. In the event the proposed site is found unusable for construction, does not meet engineering or safety standards, or the project is deemed otherwise unfeasible, IMWC may withdraw from this agreement. During the initial construction phases, if IMWC cancels this agreement, its $20,000 fee will be returned. IMWC will be responsible for restoration, to the satisfaction of the State, of all the areas affected by the work done to date.

6. IMWC agrees to indemnify, hold harmless, and release the State Of Utah and the Department of Natural Resources, Division of Parks and Recreation, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this right-of-way easement.

7. IMWC shall not sub-lease or share this right-of-way easement with any other entity. The Division must review any assignment of this right-of-way easement in writing, for approval or denial.

8. IMWC shall ensure that all local, state, and federal permits have been secured and are complied with prior to the beginning of construction.

9. IMWC shall be solely responsible for all protection and security of the acreage and facility for which the Division provides this easement. Both parties agree the Division shall not be held responsible for damages done to the site or adjoining private properties. The Division shall only accept responsibility for damages directly related to its actions.

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Agreed to this 17th day of May 2003

Marianne Wicks

Marianne Wicks
Secretary/Treasurer
Interlaken Mutual Water Company

STATE OF UTAH)
:ss
County of Wasatch)

This instrument was acknowledged before me on _____, 2003, by Marianne Wicks, Marianne Wicks, Known to me as the Secretary/Treasurer of the Interlaken Mutual Water Company, who duly acknowledged to me that she executed the same as said Secretary/Treasurer.

Signed this 22nd day of May, 2003

Courtland Nelson

Courtland Nelson, Director
Utah Division of Parks and Recreation

STATE OF UTAH)
:ss
County of Salt Lake)

This instrument was acknowledged before me on 22 May, 2003, by Courtland Nelson, know to me as the Director of the Utah Division of Parks and Recreation, who duly acknowledged to me that he executed the same as said Director.

NOTARY PUBLIC
DOLORES F. ROBERTS
1594 W. No. Temple #116
S.L.C., UT 84114
COMMISSION EXPIRES
JAN. 15, 2004
STATE OF UTAH

Dolores F. Roberts
Notary Public

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EXHIBIT "A"

EASEMENTS

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EXHIBIT "A"
TANK ACCESS ROAD EASEMENTS

A term easement twenty (20) feet wide for the maintenance of a water line, ten (10) feet on both sides of the following described centerline, and a temporary construction easement five (5) feet wide on each side on the term easement for construction purposes, said easements described as follows:

All that portion of property owned by Wasatch Mountain State Park included within a strip of land twenty (20) feet wide (plus an additional five (5) feet wide for the temporary construction easement on each side of the term easement) with the center line described as follows:

Beginning at a point which is East 3698.22 feet and North 2640.23 feet from the South Quarter Corner of Section 22, Township 3 South, Range 4 East, Salt Lake Base and Meridian running;

Thence N 24°27'27" W 146.14 feet;
Thence 137.23 feet along the arc of a 200.00 foot radius curve to the right through an angle of 39°18'50" (chord= N 04°48'02" W 134.56 feet);
Thence N 14°51'23" E 65.19 feet;
Thence 106.55 feet along the arc of a 300.00 foot radius curve to the right through an angle of 20°21'00" (chord= N 25°01'53" E 105.99 feet);
Thence N 35°12'22" E 66.30 feet;
Thence 74.92 feet along the arc of a 100.00 foot radius curve to the left through an angle of 42°55'30" (chord= N 13°44'37" E 73.18 feet);
Thence N 07°43'08" W 100.49 feet;
Thence 9.55 feet along the arc of a 200.00 foot radius curve to the right through an angle of 02°44'08" (chord= N 06°21'04" W 9.55 feet);
Thence N 04°59'00" W 299.49 feet;
Thence 11.55 feet along the arc of a 200.00 foot radius curve to the left through an angle of 03°18'34" (chord= N 06°38'17" W 11.55 feet);
Thence N 08°17'34" W 39.47 feet;
Thence 34.42 feet along the arc of a 200.00 foot radius curve to the right through an angle of 09°51'35" (chord= N 03°21'46" W 34.37 feet);
Thence N 01°34'01" E 35.67 feet;
Thence 19.15 feet along the arc of a 200.00 foot radius curve to the left through an angle of 05°29'12" (chord= N 01°10'35" W 19.15 feet);
Thence N 03°55'11" W 115.12 feet;
Thence 78.24 feet along the arc of a 200.00 foot radius curve to the right through an angle of 22°24'50" (chord= N 07°17'13" E 77.74 feet);
Thence N 18°29'38" E 38.26 feet;
Thence 76.10 feet along the arc of a 200.00 foot radius curve to the left through an angle of 21°48'00" (chord= N 07°35'38" E 75.64 feet);
Thence N 03°18'22" W 58.03 feet;
Thence 27.70 feet along the arc of a 200.00 foot radius curve to the right through an angle of 07°56'06" (chord= N 01°55'50" E 27.68 feet);
Thence N 05°53'52" E 2.44 feet more or less to the South boundary of proposed tank site easement. The side lines of said tank access road easement to be shortened or lengthened to terminate at the South boundary line of said tank site easement.

Contains: 0.789 ac Term Easement
0.395 ac Temporary Easement

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EXHIBIT "A"
TANK SITE EASEMENT

A term easement for the construction and maintenance of a water tank

All that portion of property owned by Wasatch Mountain State Park included within the following description:

Beginning at a point which is East 3613.78 feet and North 4316.79 feet from the South Quarter Corner of Section 22, Township 3 South, Range 4 East, Salt Lake Base and Meridian running;

Thence	N 05°53'52" E	200.00 feet;
Thence	S 84°06'08" E	160.00 feet;
Thence	S 05°53'52" W	200.00 feet;
Thence	N 84°06'08" W	160.00 feet to the point of beginning.

Contains: 0.734 ac Term Easement

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WMSP-E57

EXHIBIT "B"

CONSTRUCTION DRAWINGS

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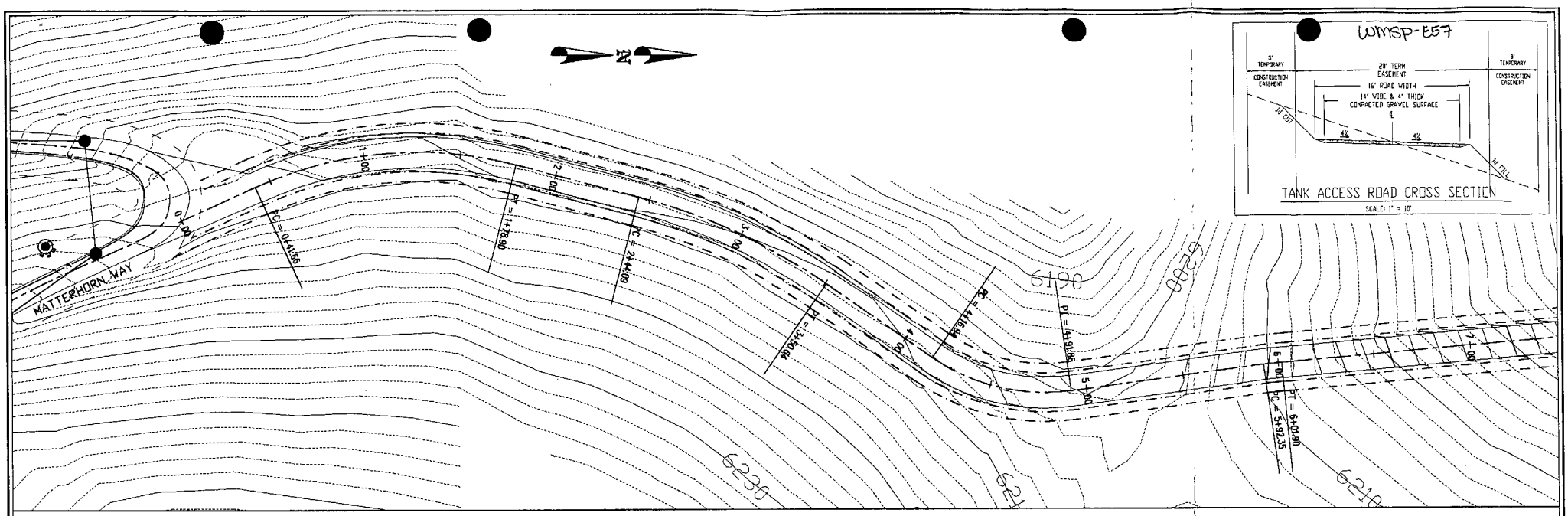

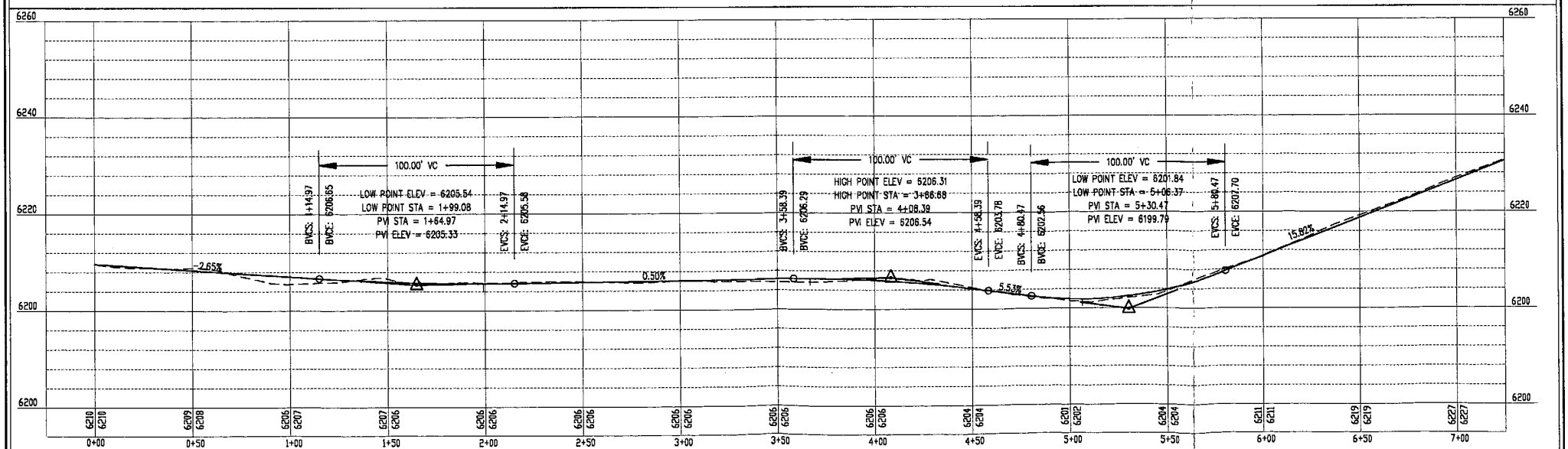

WASATCH COUNTY | INTERLAKEN MUTAL WATER COMPANY | 2003 WATERLINE IMPROVEMENT PROJECT - TANK ACCESS ROAD

SOWBY & BERG CONSULTANTS 45 N. 490 W. 492-1277 AMERICAN FORK, UTAH 84003	SCALE: 1"=50'	DESIGN BY: SES DRAWN BY: KRB	DATE: 26 MAR 2003 REV:	DRAWING NAME: W117	SHEET NO. W117

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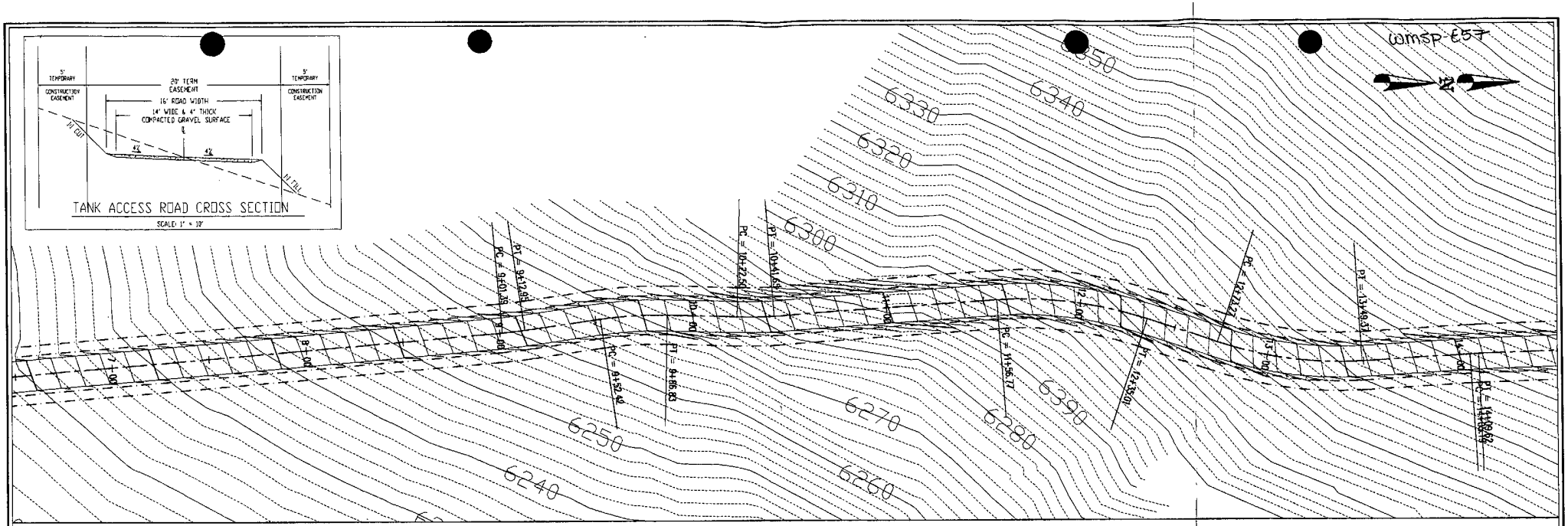

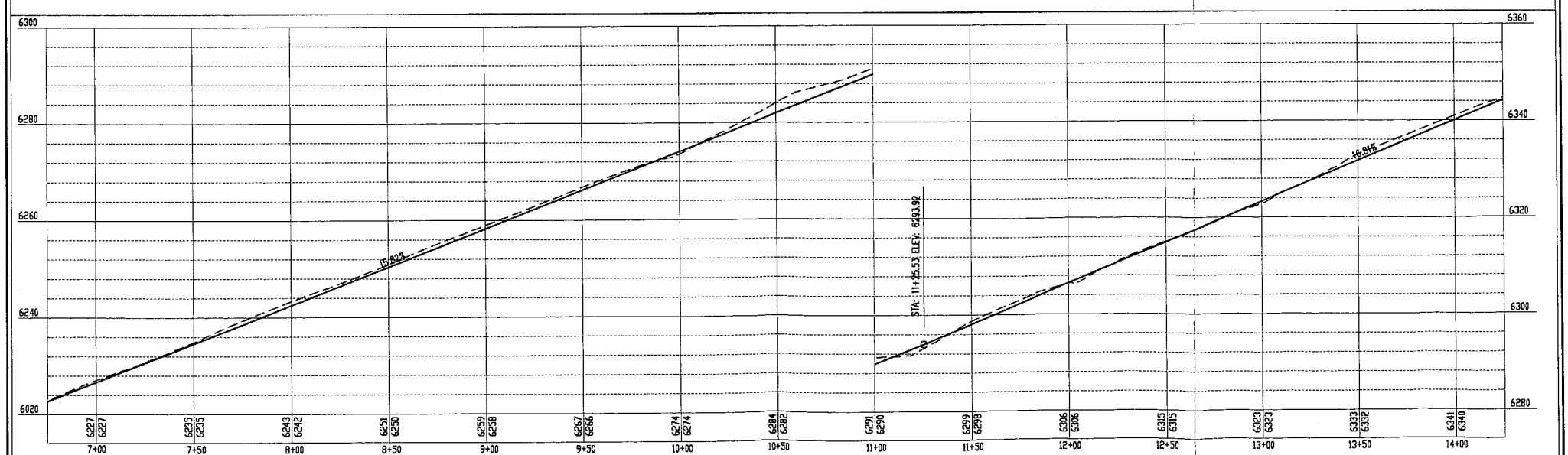

WASATCH COUNTY | INTERLAKEN MUTUAL WATER COMPANY | 2003 WATERLINE IMPROVEMENT PROJECT - TANK ACCESS ROAD

SOWBY & BERG CONSULTANTS 45 N. 490 W. 492-1277 AMERICAN FORK, UTAH 84003	SCALE: 1"=50'	DESIGN BY: SES DRAWN BY: KRB	DATE: 26 MAR 2003 REV:	DRAWING NAME: W118	SHEET NO. W118

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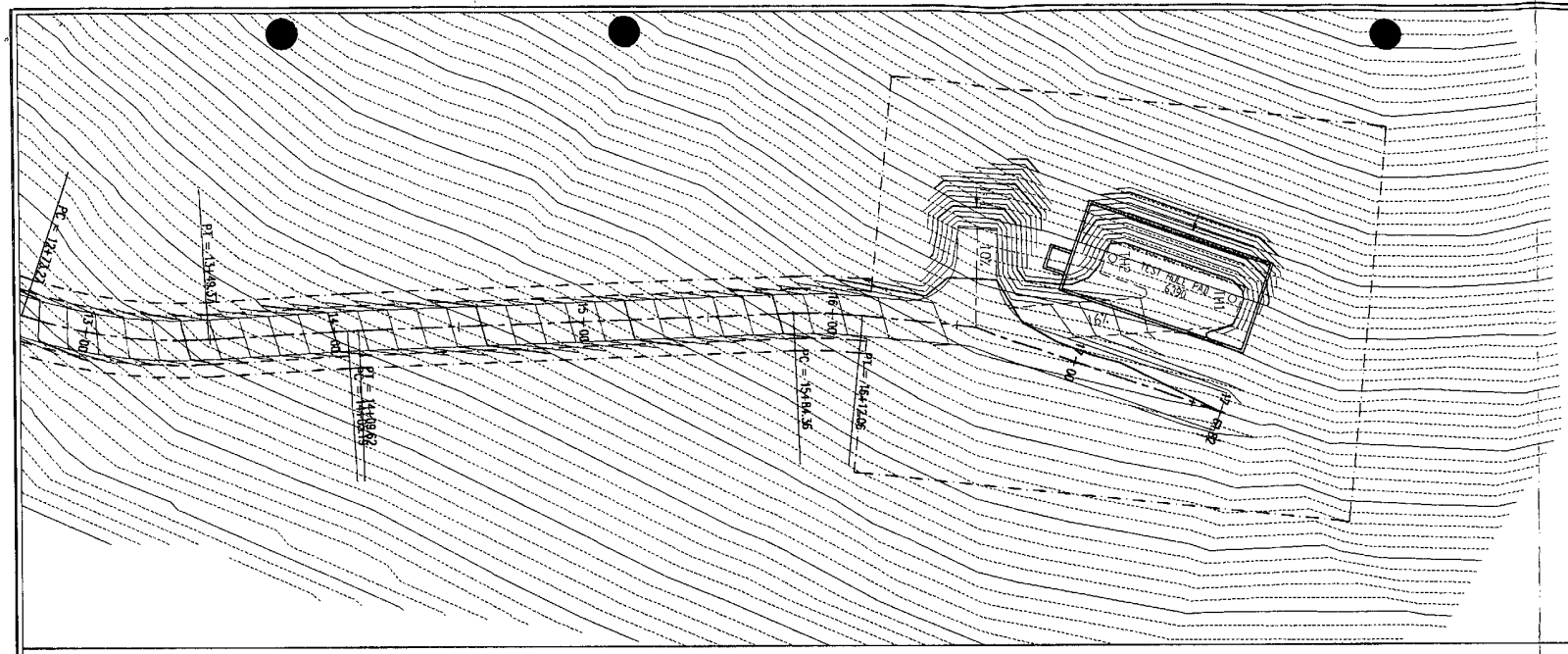

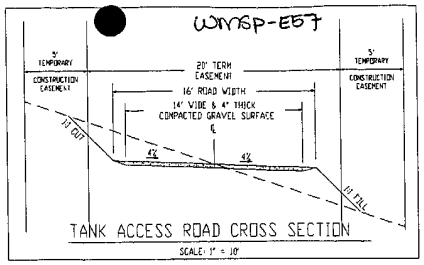

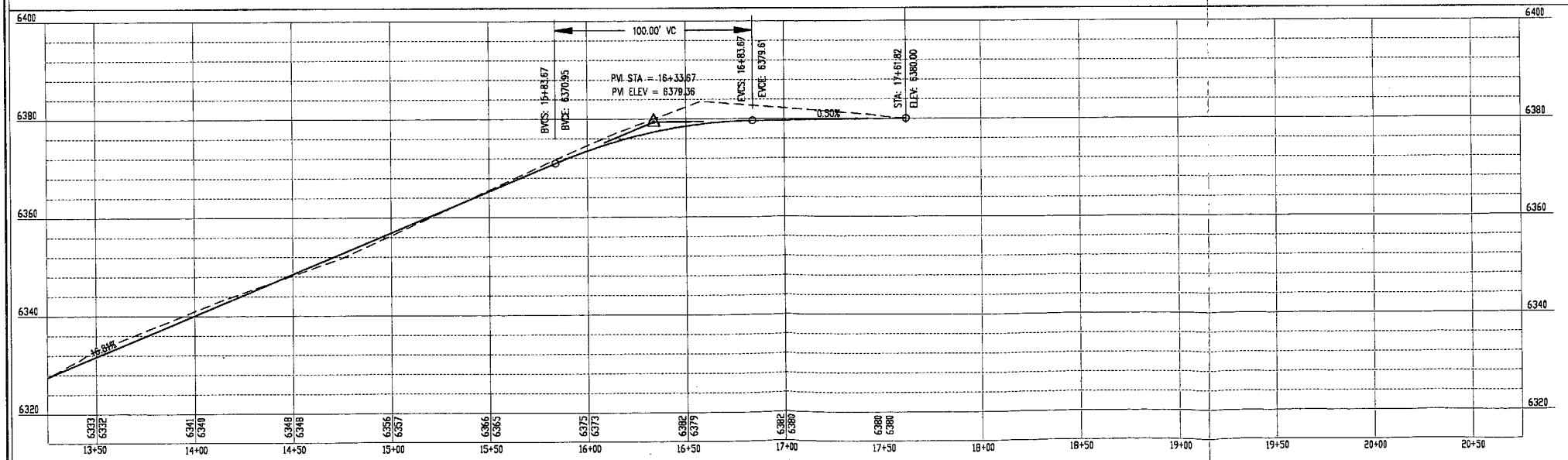

WASATCH COUNTY UNITED LAKE WATER COMPANY 2003 PIPELINE IMPROVEMENT PROJECT - TANK ACCESS ROAD

SOWBY & BERG CONSULTANTS 45 N. 490 W. 492-1277 AMERICAN FORK, UTAH 84003	SCALE: 1"=50'	DESIGN BY: SES DRAWN BY: KRB	DATE: 26 MAR 2003 REV:	DRAWING NAME: W119	SHEET NO. W119

Neevia docConverter 5.1.0

Agenda 12 - Plow Contract

CONTRACTOR AGREEMENT

This agreement is entered into this __26th__ day of October 2022, by and between Super Dave Snow Removal (Contractor) and Interlaken Town, for the purpose of providing Snow Removal and Spreading of Salt.

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 $__8,000_____ 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 lst 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

Tlie 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:_____ DATE:_____
Bart Smith, Interlaken Town Administrator

Agenda 13a - Big Matterhorn Signage

Subject: Re: No Parking Signs
Date: Friday, October 14, 2022 at 11:32:00 AM Mountain Daylight Time
From: Bart Smith
To: Carrie Perini
CC: Kevin Parsons, Interlaken Mayor
BCC: Sue Onan
Attachments: 2022-05-23 Violation 01.jpg, 2022-05-23 Violation 02.jpg

Hi Carrie-

I'd like to add my comments to this thread because I also support the new signage on Big Matterhorn. It was discussed at length with the council and we moved forward with full consensus. Carrie, you make some good points and I understand your concern about the "new look" in front of your house. Unfortunately the parking situation and safety concerns in Interlaken have gotten dramatically worse over the past couple years. Our biggest threat came from the wildfires in May 2020, but we are also constantly dealing with cars parked illegally, obstructing traffic, speeding, trespassing, hunters shooting into town lots, littering – sometimes throwing burning cigarettes out the window in your area and throughout town. I attribute this to the growth in the area and the easy access to Interlaken. Our beautiful vistas contribute to the problem as they are a constant draw to people outside the community. There is adequate access to the trails above town through designated parking sites provided by DNR.

We have tried signage at the town entrance to no avail. Not only is it easily overlooked, but unless signage is clearly posted near the location of an infraction, the town has a difficult time with enforcement. The best approach to remove a vehicle in violation is to take a photo of the vehicle with the "No Parking" signage in the photo. This ensures the town won't be responsible for any liability resulting from punitive action. The signs added to Big Matterhorn are located in the most accessible spots for parking. That's why the number and the locations were chosen.

I do take issue with your comment noting that you've not experienced vehicles parked along the road or at the gate. I've attached two photos I took on May 23rd of this year. These clearly show a trailer blocking access to the gate. It turned out they belonged to a contractor working on your property. As you might recall I came knocking at your door to have them moved. If you weren't home and able to contact the owner, and there was an emergency at the water tank or up above in the park, this trailer would have prevented access.

The town is not interested in penalizing residents who are responsible and thoughtful. The signage discourages outside folks from parking in vulnerable areas and hanging out – which often leads to more threatening or damaging behavior. If there's no sign in sight they would typically assume they aren't in violation. I should also note that we have great difficulty getting the Wasatch County sheriff up here for enforcement. We are basically on our own. Unless state or federal law is violated (parking is not) they aren't obligated to come up.

I'm as regretful as you are regarding the necessity for this level of signage. The situation seems to be getting worse, not better. With the added population right below us and throughout the valley, I can't imagine it improving for now.

Thanks for your thoughtful response and concerns about the town. If you feel you have more to say to the council, I hope you'll consider attending our next zoom council meeting on Oct. 25, 6:30pm.

Here's a link to our website that describes how to attend using zoom. The agenda for that meeting will be

posted within 24 hours of the meeting start time. All of our meetings open with public comment and you are more than welcome to share your thoughts and opinions for the public record. Here's the link: https://www.town-of-interlaken.com/government

Thanks,
Bart Smith
Interlaken Town Administrator
(435) 565-3812

From: Interlaken Town <interlakentown@gmail.com>
Date: Friday, October 14, 2022 at 8:55 AM
To: Bart Smith <interlakenclerk@gmail.com>
Subject: FW: No Parking Signs

From: Carrie Perini <carrieperini@gmail.com>
Sent: Wednesday, October 12, 2022 10:34:10 AM
To: Interlaken Mayor <interlaken.mayor@gmail.com>
Cc: Kevin Parsons <kevinparsons1@gmail.com>; Interlaken Town <interlakentown@gmail.com>
Subject: Re: No Parking Signs

Greg,
Thank-you for the detailed explanation. We understand all the issues you have addressed. Honestly, since we permanently moved in , we have not experienced hunters, or cars parked along the road or at the gate. We feel an excessive amount of signs were installed. Looking out my kitchen window I see 6 signs near the gate, 2 more in the turn out, and then another 2 in front of my house (there is no place to park there). It makes us feel like we are the new people in the neighborhood complaining. Most of the people that use the little turn out across from my driveway are neighbors. I don't personally know them, but feel they should have the right to access the trail. It totally has taken away from the integrity of the landscape. If the town council is trying to make a point, why not put a sign up at the entrance to Interlaken stating "this is private residence" No hunting or trail excess, violators will be towed. . We would be happy to discuss this further to come up with a better solution. Please advise.
Thank-you
Carrie Perini & Kevin Parsons

On Mon, Oct 10, 2022 at 12:41 PM Interlaken Mayor <interlaken.mayor@gmail.com> wrote:

Kevin,

As you probably know when hunting season (rifle season starts this week for deer) comes around we have rifle toting hunters parking all along that road entering the park for the easy access it affords. We have had multiple incidents over the years of hunters trespassing and dragging dead deer across Interlaken yards and driveways. They also have baited deer with apples in the gully and shot downhill at the deer (and towards homes) which is incredibly dangerous and somehow legal as you only need to be 300 feet from a home to shoot a rifle in Utah.
We have had numerous issues with people parking up to access the trail system as the Dutch Hollow trail head is now a paid parking area. These cars bring trash and increase the dangers our neighborhood faces, especially as it relates to fires with people smoking and parking hot cars on dry vegetation.
When we had those fires a couple years ago the fire department would not have been able to get their tenders and trucks up to the gate if cars had been parked on that stretch of road.
The sheriff has been called here multiple times due to issues people from outside the neighborhood cause and every time they told us that they could not do anything since there were no rules against cars parking there.
Obviously our roads are narrow, with steep drop offs, and very small shoulders so cars parked along the road create a safety hazard for other drivers.

The town council wanted to act to prevent a tragic occurrence and keep our neighborhood clean and safe which is why we chose to make it clear that we would tow cars that park there. We do not intend to police this area and tow every car that is up there, and we aren't trying to make it hard on neighbors whose guests or contractors need to park temporarily along the roads near their homes. We are trying to prevent hunters and people from outside the neighborhood from using Interlaken as their staging area into the state park.

Hope that makes sense.

Thank you

Greg Harrigan
Mayor
Town of Interlaken

On Sun, Oct 9, 2022 at 5:37 PM Kevin Parsons <kevinparsons1@gmail.com> wrote:

Bart- Greg

What is the reasoning behind the 8 new no parking signs on Matterhorn?
I understand why the existing signs are there and for the most part they are followed. Why put one in between 2 existing signs? (by electric meter to water tanks)
The area below my drive is a great spot for people to park. For the record we don't mind. (some who use it live in the neighborhood)
The 2 in front of my house. What was the thinking there. Theres no place to park along the road.
The 2 at the first turn I understand. If someone parks there its hard to get around the curve with a truck.
We have not observed excessive cars parked up here since we moved in.
I look forward to hearing from you.

--
Kevin Parsons
Vice President & Program Organizer
High Country Fly Fishers
www.HCFF.net
Midway Ut
614-325-1295

--
Carrie Perini

Agenda 13b - Big Matterhorn Signage

Agenda 13c - Big Matterhorn Signage

Estimate No. **23859**

Estimate Printed On 10/17/2022

Agenda 14 - Town Entrance Signage

cash
Attn:

, UT

Acct #: 6362
Terms: C.O.D.
Phone: /
Fax:
E-Mail:

Prepared For ,

This is an estimate only. Final price may vary according to changes authorized by customer. Prices are guaranteed for 30 days only. A 50% deposit at time of order placement is required for clients without a credit history. Acceptance of this estimate constitutes acceptance of Sign Pro, Inc., credit policies, including a 1 1/2% interest charge per month for payments made after the first 30 days. Prices are minimum estimates for art or sign work only. Photostats, typography, photographs, overtime, changes and/or additions, delays caused by the client, special consultations, and all other work expense that cannot be estimated accurately in advance will be billed extra unless otherwise specified herein. Original artwork, finished art, mechanicals, and signs will be released for use by the client only unless otherwise requested by the client. The client will pay all costs of collection in the event of default of payment by the client, including a reasonable attorney's fee. Special conditions on client's purchase orders in no way negate the above conditions.Sign ordinance requirements, permits, and electrical service to signs are the responsibility of the client. Sign permits and information are available through Sign Pro. Sign Pro is not responsible for any damage underground during or subsequent to any excavation work.

Estimate Description

Interlocken Monument sign refurbish

Product Code	Sides	Color	Quantity	Vert	Horiz	Depth	Price @	Total:
SUB	1	N/A	1.00	1.00	1.00	0.00	$ 3,210.00	$3,210.00
Description	*cut old face off of existing cabinet attach new face with new text onto it. Interlocken town*							

Notes:

Sub-Total	$3,210.00
Sales Tax	$232.73
Shipping	$0.00
Total:	**$3,442.73**

Yours Sincerely,

Jeff Steed

7013 SOUTH 400 WEST MIDVALE, UT 84047 Phone: 801-255-0300 Fax: 801-255-2515 (jeff@signproutah.com)

Subject: Fwd: Interlackin sign
Date: Sunday, June 12, 2022 at 9:05:01 AM Mountain Daylight Time
From: Chuck O'nan
To: Interlaken Mayor, Interlaken Clerk, Justin Hibbard

All, here is the sign quote from RC. I'll keep looking. Chuck

Sent from my iPhone

Begin forwarded message:

> **From:** Ryan SHUFLIN <RCOrnamental@hotmail.com>
> **Date:** June 12, 2022 at 7:20:23 AM MDT
> **To:** Chuck O'nan <conan@promontoryclub.com>
> **Subject: Interlackin sign**
>
> Good morning Chuck!! Sorry this took so long. I would budget $3500 for this sign.
> Thanks RC
>
> RC Shuflin
> RC Ornamental
> 435.513.0515