

**Interlaken Town Council Work Session Agenda**  
**Tuesday, 23 January 2024, 6:00 PM – 7:00 PM**  
**Meeting Location: 274 Interlaken Drive, Midway**

- 1. Call to Order**
- 2. Roll Call**
- 3. Presentations:** None
- 4. Public Comment:** Comments will be taken by the Town Council on any non-agenda items. Comments are limited to four minutes per speaker. The Council may or may not respond to non-agenda issues brought up under public comment. Those wishing to comment should stand, state their full name and address, whom they represent, and the subject matter to be addressed. Total time allocated to public comments will be no more than twenty minutes.
- 5. Approval of Agenda or Changes**
- 6. Discussion of Proposed Wasatch County Sheriff Enforcement Agreement**
- 7. Other Business**
- 8. Council Comments**
- 9. Adjournment**

**Interlaken Town Council Work Session Minutes**  
**Tuesday, 23 January 2024, 6:10 PM – 7:27 PM**  
**Meeting Location: 274 Interlaken Drive, Midway**

1. **Call to Order** – Mayor Harrigan called the meeting to order at 6:10 pm.

2. **Roll Call**

Greg Harrigan, Mayor

Sue O’Nan, Council Member

Erin Merryweather, Council Member

Jill Jacobson, Council Member

Timm Dixon, Council Member was absent

3. **Presentations:** None

4. **Public Comment:** None

5. **Approval of Agenda or Changes**

**Motion:** Council Member O’Nan moved to approve the proposed agenda.

**Second:** Council Member Merryweather seconded the motion.

**Discussion:** no discussion.

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

6. **Discussion of Proposed Wasatch County Sheriff Enforcement Agreement**

Bart gave some background on the proposal to engage Wasatch County Sheriff for additional enforcement responsibilities. Since incorporating in 2015 the town has had mixed results getting the sheriff to respond to the town’s code violations and concerns. Notably, violations of our ban on open fires, concerns with hunters trespassing onto private property, as well as traffic concerns have been met with mixed results. In some cases, the responding officer was not aware that Interlaken was a town. This has led to an initiative to make our relationship with the sheriff better defined through an enforcement contract. Other municipalities, including Midway, have done this to advance their enforcement priorities with some success. The council started an investigation of this task back in October, 2023 at a council work session. Smith presented a draft of an agreement during this work session based on the Midway agreement. The attending members reviewed this agreement and discussed priorities for enforcement. Greg Harrigan also provided a copy of an HOA’s CCNRs that highlighted additional enforcement issues. The materials and minutes from this work session are attached.

The council began a discussion of how to proceed. Sue suggested we have the group look at the items that were put together at the work session. The group went through the suggestions that came out of the October 2023 work session.

## **Traffic - Speeding, Reckless Driving, Regularly Scheduled Drive Throughs**

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Greg – we don't want to overwhelm the sheriff, but as a matter of safety and wellness, his major goal is to have more of a presence. People look at this community as a target area because there are a lot of vacant homes. Traffic, parking is certainly something we want to regulate, we threaten to tow, but we've never done it. We don't have the ability to issue traffic violations. This is something we could engage the sheriff for, increasing their presence, scheduling regular neighborhood drive throughs, parking a patrol car as a deterrent. Sue noted that she did have a vehicle towed for a parking violation a few years back. A regular drive through could address traffic violations, as well as monitoring suspicious activity in selected areas during summer months, July 4th, and other selected times. Areas of concern could include the old water tank, the end of Interlaken Drive, the top of Big Matterhorn, and others. Erin – having the sheriff provide us with the base services is important. Having a once a month drive through would be effective.

Consensus – **YES**, engage the sheriff for traffic issues.

## **Parking**

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This could include the winter ban, 24-hour regulation (not winter), blocking the roadway, parking in no parking areas (eg water tank access gate). We need to explore our limits of enforceability with regard to towing and ticketing vehicles. Sue – in my mind I don't care if you park there occasionally, but not if it's all the time. Jill asked about how many residents there were in town. Sue - we may not want to get the sheriff involved because we want some fluidity, and we can handle it ourselves.

Consensus – **NO**, we will continue to deal with parking issues ourselves. We have been issuing warnings (blue notices). We do have the ability to call Heber Valley Towing to remove a vehicle if necessary.

## **Illegal Hunting**

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This is an issue that may require we work in conjunction with DNR. The sheriff's role with regard to trespassing, shooting into the town, dragging carcasses across private property and roadways is unclear. The sheriff tends to side with the hunters. In the past we've received some pushback from both DNR and the sheriff regarding our role in enforcing our code regarding hunting in town. It is forbidden in our code. This is an area in which we may benefit from discussion and clarification with the sheriff. We also need to approach the state park as well regarding enforcement.

Consensus – **MAYBE**, this may not fit into an agreement with the sheriff but should be discussed to clarify our rights as a town with respect to hunting and trespassing. We need to discuss with the state park as well, regarding parking at the water tank gate and shooting into the town. It's possible that DNR would need to be in the conversation as well.

## **Trespassing/Vandalism**

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Trespassing with regard to town property, including our roadways, signage, guardrails, water system, cameras, and other town property. There is also an issue of trespassing on private residential property. Greg - they have to enforce that.

Consensus – **YES**, this may also be part of a regular drive through by the sheriff.

## **Tampering with the Town's Water System**

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This is a federal offense. We may want to explore the sheriff's obligation with respect to trespassing at the pump house, tampering with the water tank equipment.

Consensus – **YES**, we may want to alert the sheriff about our water tank and pumphouse in particular.

## **Fireworks Violations and Open Wood Fire Violations**

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We have these bans in our municipal code and have prescribed fines by resolution.

Consensus – **YES**, we would want the sheriff to enforce.

## **Noise Complaints**

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This should be a call to the sheriff for disturbing the peace. We do not have general have noise restrictions in our code. We do have noise violations encoded for animals and construction activity. We may want to amend our code to be more specific with regard to noise.

Consensus – **YES**, we would want the sheriff to enforce and amend our code and fine schedule.

## **Dumpsters Violations and Littering**

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This is a conversation with the sheriff. If we can give them a license plate id, can they provide us with names, addresses? Will they do enforcement for us, and what is our recourse regarding collection of fines?

Consensus – **MAYBE**, this may not fit into an agreement with the sheriff, but we can discuss with them the limits of our ability to enforce and levy fines and the possibility of license plate retrieval.

## **Building Code Violations**

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We discussed and decided it was best to do this enforcement on our own. We can address common issues by amending our code and instituting fines by resolution.

Consensus – **NO**, we will continue to deal with this on our own.

The following areas of concern come from a local HOA's CCnRs and were discussed individually. Most of these concerns are not appropriate for enforcement by the sheriff, but could be addressed through our own code amendments, fine resolutions, and enforcement on our own. The consensus YES or NO refers to whether or not we would contract the sheriff for enforcement.

## **Animals**

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We already engage Heber Valley Animal Control to enforce our code regarding animals. We may want to amend our code to include restrictions regarding kennel placement, number of animals, and other issues.

Consensus – **NO**, we have an enforcement solution for this. We may want to amend our code.

## **Underground Utilities**

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The requirement to have underground utilities exclusively was not considered necessary. There may be a couple homes that use propane tanks, but this is not something we would use the sheriff to use for intervention, or even pursue it on our own.

Consensus – **NO**, not an enforcement issue for the sheriff.

## **No Hazardous Activity**

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From the sample CCnR-

No activity may be conducted on any Estate that is or may be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowners insurance policy. **This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires** (other than properly supervised and contained barbecues).

We should consider adding some restrictions to our code. We may consult WCFD to get recommended limits on storage of flammable, explosive, or hazardous materials. We don't have authority to trespass in order to enforce, which may a point of discussion with the sheriff.

Consensus – **MAYBE**, may not be an enforcement issue for the sheriff, but we may want to discuss the limits of our ability to enforce, especially trespassing.

## **No Unsightliness**

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From the sample CCnR –

No unsightliness is permitted on any Estate. This shall include, without limitation, (i) the open storage of any building materials (except during the construction of any Dwelling); (ii) open storage or parking of farm or construction equipment, trucks exceeding **GVWR 10,000 lbs**, or open storage of inoperable **or unregistered** motor vehicles; (iii) accumulations of lawn or tree clippings or trimmings (iv) accumulations of construction debris or waste; (v) household refuse or garbage except as stored in tight containers in an enclosure such as a garage. No more than a total of **four** recreational-type vehicles (including, but not limited to, a boat, utility trailer, enclosed trailer, motorhome, travel trailer, or other type of recreational vehicle) may be parked or stored outside. Enclosed trailers, motorhomes or travel trailers may be occupied by an Owner's family or guest up to fifteen (15) days per year. Owners are strongly encouraged to store all vehicles, including recreation vehicles in enclosed garages or at off-site storage.

With some edits this may be something worth adding to our code and expanding our enforcement activities. We would want to exclude firewood stored on the property.

Consensus – **NO**, not an enforcement task for the sheriff necessarily, but rather for the town to address with code amendments and fine resolutions.

## **No Annoying Lights**

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We have our code relating to outdoor lighting and the Dark Skies Initiative. We can continue to enforce this on our own.

Consensus – **NO**, not an enforcement task for the sheriff. We may want to add fines for this violation.

## **No Fuel Storage**

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From the sample CCnR –

No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the Property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

This would be good to add. Suggestion – limit fuel storage to 25 gallons maximum. Question – are there homes in Interlaken that use propane tanks outside for heating? If not, then could we ban them?

Consensus – **NO**, not an enforcement task for the sheriff necessarily, but rather for the town to address with code amendments and fine resolutions.

## **Drainage**

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From the sample CCnR –

No Owner shall alter the direction of natural drainage from his Estate, nor shall any Owner permit accelerated storm run-off to leave his Estate without first using reasonable means to dissipate the flow energy.

This would be good to add. It has been a problem in the past. Developers have excavated sites that divert water flow into neighboring properties or the road right of way. It could be part of our land use/building code. Would need to add fines as well.

Consensus – **NO**, not an enforcement task for the sheriff necessarily, but rather for the town to address with code amendments and fine resolutions.

## **Kennels**

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From the sample CCnR –

No kennel or dog run may be placed closer than fifty (50) feet to any Dwelling other than that of the Owner of the kennel. No wire fencing shall be allowed which is unscreened from the view of adjoining Estates.

We should consider adding more restrictive code regarding puppy mills, a maximum # of dogs, and the location of kennels. We have code already in Title 6. We would need to add fines. Greg liked the 50-foot restriction.

Consensus – **NO**, not an enforcement task for the sheriff necessarily, but rather for the town to address with code amendments and fine resolutions.

## No Transient Lodging Uses

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From the sample CCnR –

The Estates are to be used for residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing temporary short-term or nightly accommodations to travelers. Any lease or rental of a Dwelling shall be for a minimum lease term of thirty (30) days. An Owner who rents or lease their Dwelling shall provide the tenant(s) a copy of the town's ordinances **(the town could provide a summary of restricted activities as well as information about dumpster use, etc and require the landlord to distribute it to their tenants)**. **The Owner shall provide the town with the names, phone numbers, and emails of their tenants.**

This is a good idea, to come up with a printed document, with a copy online, of general rules and responsibilities for lot owners and renters in town. We already have code that restricts short term rentals and a fine schedule for violations. The town will continue to enforce short term rental violations.

Consensus – **NO**, not an enforcement task for the sheriff. The town has code and fines in place to enforce short-term rental (less than 30 days) violations. The addition and or requirement that landlords distribute important information about the town may be considered.

That concluded the discussion of specific enforcement issues.

Greg - we need to pass a fine schedule in for all our violations.

Next step – tighten up what we came up with tonight and meet with sheriffs. Greg – we can elevate our standing with them for base services and show them this list.

Sue – we need to have a workshop to revise code.

Bart will categorize what we can do with this stuff, and then work on the code. Schedule one public hearing once we have the revisions completed.

Greg – maybe we can do these just before a council meeting. Before our next council meeting – review this tightened up list and look at what needs tweaking. Next meeting is February 6 – let's do a 6-6:30 work session.

Bart – clean up the list for the sheriff and assign a title to each council member.

### 7. Other Business - None

### 8. Council Comments – Thanks to everyone for attending and working on this issue.

### 9. Adjournment

Council member Merryweather moved to adjourn the meeting. Council member Jacobson seconded the motion. The motion passed unanimously. The meeting was adjourned at 7:27pm. The next regular town council meeting is scheduled for Tuesday February 6th, 2024, at 6:30pm via Zoom

**Interlaken Town Council Work Session Minutes**  
**Thursday, 26 October 2023, 6:37 PM – 8:00 PM**  
**Meeting Location: 333 Jungfrau Hill Rd.**

1. **Call to Order** - Council Member Justin Hibbard called the meeting to order at 6:37 pm.

2. **Roll Call**

Justin Hibbard, Council Member

Chuck O’Nan, Council Member

Sue O’Nan, Council Member

Greg Harrigan, Mayor was absent

3. **Presentations:** None

4. **Public Comment:** None.

5. **Approval of Agenda or Changes**

**Motion:** Council Member Sue O’Nan moved to approve the agenda as presented.

**Second:** Council Member Chuck O’Nan seconded the motion.

**Discussion:** no discussion.

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

6. **Wasatch County Sheriff Enforcement Agreement Discussion**

Town Administrator Bart Smith presented a draft copy of an agreement between Interlaken Town and Wasatch County Sheriff for additional law enforcement services. (see attachments). Justin mentioned that his previous conversations with Sheriff Rigby indicated there was interest for such an agreement. Smith based the draft on a previously crafted agreement between Midway City and the County. He presented an email dated January 18, 2023 that describes the agreement (see attachment).

Addendum A of the agreement has specifics regarding the requested additional services. The remainder of this meeting was focused on identifying what types of additional services the town would request. Smith presented a document that describes the town’s current list of violations (see attachment) and another document taken from a local HOA CCNR (see attachment).

When meeting with the sheriff, it would be a good idea to discuss the **Base Level of Services** outlined in the agreement for clarification. In the agreement, under Scope of Services, 1. Base Level of Service, a.ii, it reads:

ii When an officer is not performing a duty under “Obligated Time” the officer performs duties as he/she sees fit, which is called “Unobligated Time” and includes the following:

1. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
2. Driver’s license inspections, background checks and license enforcement services as called for under applicable state law and municipal ordinances;
3. Traffic enforcement including the regular use of radar or laser as a speed deterrent; and



4. Attendance at Public Safety or City Council meetings as requested by the municipality;
5. Citizen assist calls (at the discretion of the Sheriff's Office).

In the past it hasn't been clear that the sheriff was committed towards performing these Base Level Services. It may be that the starting point of the conversation with the sheriff would be to clarify what these Base Level services would include.

The council discussed what **Additional Services**, outside the Base Level of Services, would be applicable to our town. An excerpt from the Midway City agreement states:

2. Additional Services (that each MUNICIPALITY will be required to pay for should it request the services):
  - b. The COUNTY, through the Wasatch County Sheriff's Office, may agree to provide the following additional law enforcement services to any MUNICIPALITY that requests the services:
    - i. Enforcement of the municipal ordinances;
    - ii. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
    - iii. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;
    - iv. Animal control services;
    - v. Traffic patrol and ticket issuance beyond what is provided in the Base Level of Service;
    - vi. Any other services the parties may agree upon.
  - c. Costs for Additional Services shall be as established by the Wasatch County Sheriff's Office, and shall include any costs associated with increased administrative, management, or supervisory costs incurred due to the Additional Services.
  - d. As Needed Requests: The parties recognize that there may be situations where a need for Additional Services arises for a particular event or temporary concern. The parties agree that these do not need to be formalized in Exhibit A. The parties will agree on an hourly rate in Addendum A for As Needed Requests and the Sheriff's office will invoice Interlaken Town accordingly.
  - e. The scope of the Additional Services and payment for Additional Services shall be as set forth in Addendum A.

The council discussed different violations and came up with a list of possible items to designate under Additional Services:

- Traffic: Speeding, Reckless Driving, Regularly Scheduled Drive throughs
- Parking: Winter regulations, 24-hour regulation (not winter), blocking the roadway, parking in no parking areas (eg water tank access gate). We need to explore our limits of enforceability with regard to towing and ticketing vehicles.
- Neighborhood Safety Patrol – we could specify certain days/times of the week
- Illegal Hunting – may have to work in conjunction with DNR
- Trespassing/vandalism – with regard to town property, including our road ways, signage, guardrails, etc
- Tampering with the town’s water system – this is a federal offense, may want to explore the county’s obligation with respect to trespassing at the pump house, tampering with the water tank equipment
- Fireworks violation and open wood fire violations
- Noise complaints
- Dumpster violations, littering
- Building code violations

The council also reviewed the list of CCNR violations from another HOA and made the following recommendations. Several of these items were not applicable to the town’s interests:

5.7 Animals. No animals other than a maximum of three (3) ordinary household pets, such as cats, dogs, birds, fish, and hamsters, may be kept on any Estate. This restriction specifically prohibits large animals or farm animals, including, without limitation, horses, llamas, alpacas, cows, pigs, goats, sheep, and ostriches. The Board may, in its discretion, allow an Owner up to four (4) chickens to be maintained on an Estate, provided, however, the coop or other shelter is located behind the home and reasonably out of view and the chickens do not leave the Owner’s Lot and do not annoy other Owners. Notwithstanding anything herein to the contrary, keeping chickens is a privilege provided by the Association and not a right under this Section. If chickens become an annoyance or nuisance (as determined by the Board), such may be deemed a violation of this Section and the Association may impose fines and/or unilaterally revoke the privilege of keeping chickens. The Board may adopt additional rules or requirements related to animals.

[The town currently contracts Heber Valley Animal Control for these services and the town code includes restrictions regarding animals. We could add more clarification to current code and set up a fine schedule for violations.](#)

5.8 Underground Utilities. All new gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Estate which service installations entirely within that Estate. No propane tanks or oil tanks may be installed on any Estate except for temporary heat during construction.

[Question – are there homes that use oil or propane for central heating, with storage tanks located outside the home? Can we include this restriction?](#)

5.9 Service Yards. There shall be no clothes lines, service yards, or storage yards. No mechanical equipment may be maintained outside of garages.

Not Applicable – too restrictive

5.10 Maintenance of Property. All Estates, and the Improvements on them, shall be maintained in a clean, sanitary, attractive, and marketable condition at all times. No Owner shall permit his Estate or the Improvements on it to fall into disrepair.

Not Applicable – too restrictive and vague – difficult to enforce

5.11 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Estate, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Estates.

Not Applicable – too restrictive and vague – difficult to enforce. We do have noise violation code in our titles.

5.12 No Hazardous Activity. No activity may be conducted on any Estate that is or may be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowners insurance policy. **This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires** (other than properly supervised and contained barbecues).

We should consider adding these restrictions to our code. We may consult WCFD to get recommended limits on storage of flammable, explosive, or hazardous materials.

5.13 No Unsightliness. No unsightliness is permitted on any Estate. This shall include, without limitation, (i) the open storage of any building materials (except during the construction of any Dwelling unit ~~or addition in a manner consistent with the Architectural Design Guidelines and this Declaration~~); (ii) open storage or parking of farm or construction equipment, trucks exceeding ~~larger than pick-up trucks~~ **GVWR 10,000 lbs**, or open storage of inoperable **or unregistered** motor vehicles; (iii) accumulations of lawn or tree clippings or trimmings (iv) accumulations of construction debris or waste; (v) household refuse or garbage except as stored in tight containers in an enclosure such as a garage; (vi) ~~lawn or garden furniture except during the season of use; and (vii) the storage or accumulation of any other material or equipment on the Estate in a manner that it is visible from any other Estate or any public street.~~ No more than a total of ~~one~~ **four** recreational-type vehicles (including, but not limited to, a boat, utility trailer, enclosed trailer, motorhome, travel trailer, or other type of recreational vehicle) may be parked or stored outside ~~and must be parked or stored behind the front plane of the Dwelling. One additional temporary vehicle may be parked outside and must be parked behind the front plane of the Dwelling up to ninety (90) days per year. All such vehicles must be considered “presentable” by the Board (i.e., must be in good and sightly condition, operable, with current registration).~~ Enclosed trailers, motorhomes or travel trailers may be occupied by an Owner’s family or guest up to fifteen (15) days per year. Owners are strongly encouraged to store all vehicles, including recreation vehicles in enclosed garages or at off-site storage. Failure to observe the restrictions of this Section 5.13 may result in the imposition of fines or other penalties under the Compliance Procedures.

With some edits this may be something worth adding to our code and expanding our

enforcement activities. We would want to exclude firewood stored on the property.

5.14 No Annoying Lights. Any outdoor lighting shall be confined within the field of light to the Estate to which it is installed. Owners shall ensure that all exterior lighting on a Lot is installed so as to protect night skies and avoid disturbing neighboring Owners. All exterior lighting must comply with Chapter 5.02 of the Midway City Municipal Code.

We already have a dark skies initiative in our municipal code. We could add this more stringent language and impose fines.

5.15 No Annoying Sounds. No speakers or other noise making devices may be used or maintained on any Estate which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Estates, except for security or fire alarms.

We already have quiet hours in our code. Need to check enforcement issues and fines.

5.16 Sewer Connection Required. All Estates are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Estate. All Dwelling units must be connected to the sanitary sewer system.

Not Applicable – we already have MSD service.

5.17 No Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the Property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

This would be good to add. Suggestion – limit fuel storage to 25 gallons maximum.

Question – are there homes in Interlaken that use propane tanks outside for heating. If not, then could we ban them?

5.18 Drainage. No Owner shall alter the direction of natural drainage from his Estate, nor shall any Owner permit accelerated storm run-off to leave his Estate without first using reasonable means to dissipate the flow energy.

Yes – this would be good to add. It could be part of our land use/building code. Would need to add fines.

5.19 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Estate except for ingress and egress or while loading the equipment for lawful transport on public streets.

Too restrictive. Not necessary.

5.20 Kennels. No kennel or dog run may be placed closer than fifty (50) feet to any Dwelling other than that of the Owner of the kennel. No wire fencing shall be allowed which is unscreened from the view of adjoining Estates.

We should consider adding more restrictive code regarding puppy mills and a maximum # of dogs. We have code already in Title 6. We would need to add fines.

5.21 No Transient Lodging Uses. The Estates are to be used for residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing temporary short-term or nightly accommodations to travelers. Any lease or rental of a Dwelling shall be for a minimum lease term of thirty (30) days. An Owner who rents or lease their Dwelling shall provide the tenant(s) a copy of the town's ordinances **(the town could provide a summary of restricted activities as well as information about dumpster use, etc and require the landlord to distribute it to their tenants).** The Owner shall provide the town with the names, phone numbers, and emails of their tenants.

[This is a good idea, to come up with a printed document, with a copy online, of general rules and responsibilities for lot owners and renters in town.](#)

The next steps:

- Update municipal code and fine resolutions to include agreed upon extensions to our enforcement policy
- Clarify the town's priorities regarding enforcement and Wasatch County
- Meet with Wasatch County Sheriff to discuss a contract for expanded services
- Review/edit Wasatch County Enforcement contract with the town's attorney
- Present contract for review to Wasatch County and revise as necessary
- Schedule a public hearing to present amended code and proposed contract
- Codify the proposed code amendments and sign the contract

**3. Other Business** - None

**4. Council Comments** - None

**5. Adjournment** - Council member Sue O'Nan moved to adjourn the meeting. Council member Chuck O'Nan seconded the motion. The motion passed unanimously. The meeting was adjourned at 8:00 PM. The next town council meeting is scheduled for November 6th, 2023, at 6:00pm via Zoom.

**Subject:** Draft Wasatch County Enforcement Agreement - please review  
**Date:** Monday, October 16, 2023 at 11:18:01 AM Mountain Daylight Time  
**From:** Interlaken Clerk  
**To:** Interlaken Mayor, Sue Onan, Chuck O'Nan, Justin Hibbard  
**Attachments:** Interlaken Town Wasatch County Enforcement Agreement Draft 01.pdf

Hi All-

This is a first draft of a proposed agreement between Interlaken and the WC Sheriff's department for additional enforcement services not covered under the base level of service. It is based on the Midway City agreement that was presented to their council on 11/17/2020. Their contract has undoubtedly been revised since then. Their contract focuses mostly on traffic enforcement with the addition of "any other lawful request made by the Midway City Mayor." I suppose that gives them some flexibility in their requests in addition to a well-defined set of enforcement tasks.

We need to discuss the details of what we want for additional services. **Our work session to discuss is scheduled for next week – Thursday, 10/26, 6:30pm, at the O'Nans.**

Think about what we want to add to our enforcement capability – eg traffic, open fire prohibitions, trespassing, hunting, littering/garbage, violations of storage of materials and vehicles on lots, noise complaints, dumpster misuse, parking violations, and other items. We will need to review/revise our municipal code to tighten up our definition of a violation. I am starting to review the current code and will earmark areas for revision. We'll plan on a public hearing for code revisions sometime in the next few months. We can address those issues as part of council meetings moving forward.

Although this draft doc describes an agreement that begins 1/1/24 with Interlaken, it's very unlikely that we could make it happen that soon. We have \$10K in this year's budget. But let's get this thing going and see what we can do.

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

**AGREEMENT FOR  
LAW ENFORCEMENT SERVICES**

This is an Agreement between Wasatch County (hereinafter referred to as the “COUNTY”), and Interlaken Town (hereinafter referred to as “INTERLAKEN”), to provide law enforcement services to INTERLAKEN for the period commencing January 1, 2024.

WHEREAS, the COUNTY has a statutory obligation to provide police protection within Wasatch County; and

WHEREAS, the COUNTY is currently providing law enforcement to citizens of the County as well as Interlaken Town, Midway City, and the towns of Charleston, Daniel, Hideout, Independence, and Wallsburg (hereinafter collectively referred to as the “MUNICIPALITIES”); and

WHEREAS, the COUNTY provides a Base Level of Service (as this term is defined below) to each of these MUNICIPALITIES that is covered by property taxes paid by the citizens of each of these MUNICIPALITIES and given to Wasatch County to fund the Sheriff’s Department; and

WHEREAS, the COUNTY will continue to provide this Base Level of Service at no additional charge to INTERLAKEN ; and

WHEREAS, if the Base Level of Service requires additional contributions the COUNTY will assure that each of the MUNICIPALITIES (including the County) will pay its pro rata share of these costs so that the burden does not unfairly fall on any one MUNICIPALITY; and

WHEREAS, HEBER CITY provides its own police force, but also uses COUNTY staff, dispatch, and facilities which the COUNTY will assure is paid for by HEBER CITY in a fair and equitable way so that the MUNICIPALITIES are not bearing the burden of providing services HEBER CITY is not paying for; and

WHEREAS, INTERLAKEN has determined that it would like to also contract with the COUNTY for “Additional Services” (as this term is defined below), in accordance with the terms and conditions set forth below; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Utah Code §§ 11-13-202, 11-13-203.5.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and INTERLAKEN agree as follows:

## A. SCOPE OF SERVICES

1. Base Level of Service (that all MUNICIPALITIES receive as a function of paying taxes to Wasatch County):
  - a. The COUNTY agrees, through the Wasatch County Sheriff's Office, to provide the following Base Level of law enforcement service to each MUNICIPALITY, which will include, but will not be limited to:
    - i. Within the Sheriff's office there is a designation of "Obligated Time" which is highest priority and performed on demand, which includes the following duties:
      1. Enforcement of Utah State Statutes;
      2. Criminal investigative and crimes lab services;
      3. Follow up on reported crimes with persons who reported the crime, including routine notification by telephone or mail as to the status of the investigation;
      4. Responses to medical, fire, and other emergencies that require police presence;
      5. Providing communication facilities and dispatch services.
    - ii. When an officer is not performing a duty under "Obligated Time" the officer performs duties as he/she sees fit, which is called "Unobligated Time" and includes the following:
      1. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
      2. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and municipal ordinances;
      3. Traffic enforcement including the regular use of radar or laser as a speed deterrent; and
      4. Attendance at Public Safety or City Council meetings as requested by the municipality;
      5. Citizen assist calls (at the discretion of the Sheriff's Office).
  - b. Base Level Services shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the COUNTY'S Approved Budget for these services to the MUNICIPALITIES.
  - c. The priority and performance of duties under both "Obligated Time" and "Unobligated Time" is under the direction and at the sole discretion of the Sheriff's Office.



2. Additional Services (that each MUNICIPALITY will be required to pay for should it request the services):
  - a. The COUNTY, through the Wasatch County Sheriff's Office, may agree to provide the following additional law enforcement services to any MUNICIPALITY that requests the services:
    - i. Enforcement of the municipal ordinances;
    - ii. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
    - iii. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;
    - iv. Animal control services;
    - v. Traffic patrol and ticket issuance beyond what is provided in the Base Level of Service;
    - vi. Any other services the parties may agree upon.
  - b. Costs for Additional Services shall be as established by the Wasatch County Sheriff's Office, and shall include any costs associated with increased administrative, management, or supervisory costs incurred due to the Additional Services.
  - c. As Needed Requests: The parties recognize that there may be situations where a need for Additional Services arises for a particular event or temporary concern. The parties agree that these do not need to be formalized in Exhibit A. The parties will agree on an hourly rate in Addendum A for As Needed Requests and the Sheriff's office will invoice Interlaken Town accordingly.
  - d. The scope of the Additional Services and payment for Additional Services shall be as set forth in Addendum A.
3. Special Event Services: Special Event traffic patrol and patrol services for community festivals or other special events are not Base Level Service. Costs to provide these services are normally addressed through the special event permitting process with the County. If services are needed that have not been addressed through the permitting process, Interlaken Town may request Additional Services as set forth above and enter into an agreement to pay for the scope of services needed.
4. The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY.
5. In the event that a MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that the MUNICIPALITY is dissatisfied with the Base Level of Service or the level of Additional Services contracted for, the SHERIFF'S OFFICE shall meet with the MUNICIPALITY to discuss issues and resolve problems.
6. The COUNTY'S agreement to provide "Additional Services" under this Agreement does not lessen the COUNTY'S obligation to provide the Base Level of Service to each

MUNICIPALITY within Wasatch County. The COUNTY'S contractual obligations under this Agreement recognize the underlying statutory obligations that Wasatch County has to provide the Base Level of Service to the MUNICIPALITIES.

7. To facilitate the COUNTY'S performance pursuant to this Agreement, each MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees. Each MUNICIPALITY shall designate its Mayor, or one of its City Council members as a liaison to the Wasatch County Sheriff's Office. The liaison shall attend meetings with the Wasatch County Sheriff's Office as deemed necessary by the Wasatch County Sheriff's Office, or as requested by a MUNICIPALITY and shall represent the MUNICIPALITY at the meetings. The purpose of these meetings is to develop short-term and long-range plans and to coordinate and analyze police service, to develop budget parameters for distributing costs among the MUNICIPALITIES, and other related public service issues.
8. The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and supplies necessary to provide services pursuant to this Agreement.
9. All deputy sheriffs, clerks, and all other COUNTY personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes.

**B. ASSUMPTION OF LIABILITIES/INSURANCE**

1. Except as otherwise provided, MUNICIPALITIES shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services pursuant to this Agreement for MUNICIPALITIES, and the COUNTY hereby assumes said liabilities.
2. Except as herein otherwise specified, MUNICIPALITIES shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of the performance of services pursuant to this Agreement, and the COUNTY hereby agrees to hold MUNICIPALITIES harmless against any such claim.
3. The MUNICIPALITIES, their officers, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or the COUNTY'S employees performing services pursuant to this Agreement, and the COUNTY shall hold the MUNICIPALITIES, their officers, and employees harmless from and shall defend and indemnify the MUNICIPALITIES, their officers, and employees against any claim for damages arising out of the COUNTY'S performance of services pursuant to this Agreement.
4. The COUNTY, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the MUNICIPALITIES or of any other officers, agent or employee thereof, and the MUNICIPALITIES shall hold the COUNTY and its officers and employees harmless from, and shall defend and indemnify the COUNTY

and its officers and employees against any claim for damages arising out of the MUNICIPALITIES' performance of its obligations pursuant to this Agreement.

**C. TERM OF AGREEMENT/TERMINATION**

1. The term of this Agreement shall commence on January 1, 2024, and shall continue through December 31, 2028 ("Term").
2. If either party intends not to renew this Agreement at the end of its Term, the party must notify the other party and other MUNICIPALITIES in writing at least eleven (11) calendar months prior to the end of the contract Term. If either party has not approved a successor agreement at the end of the Term, the COUNTY will continue to provide law enforcement services in accordance with this Agreement.
3. Either party may terminate this Agreement at the end of a calendar year and prior to the end of the Term of the Agreement by notifying the other party to this Agreement and the other MUNICIPALITIES in writing of their intent to terminate the Agreement at least eleven (11) calendar months prior to the end of the calendar year.
4. Notice to the COUNTY shall be given to the County Manager and Wasatch County Sheriff, and Notice to the MUNICIPALITIES shall be given to its Mayor/Town Administrator.

**D. COST AND PAYMENT**

1. The Base Level of Service provided for in this Agreement shall be paid for by the MUNICIPALITIES' county taxes.
2. Payment for Additional Services shall be as set forth in Addendum A to this Agreement.
3. During the term of this Agreement, the COUNTY shall annually submit a Budget Estimate for the following year of services to the MUNICIPALITIES no later than August 1 of the current year. Said Budget Estimate will be for the limited purpose of better enabling the MUNICIPALITIES to estimate its annual budget and tax levy.
4. If a MUNICIPALITY does not allocate the necessary funding for its proportionate share of the COUNTY'S Approved Budget to the MUNICIPALITIES for a given year, the MUNICIPALITY and the COUNTY must meet by January 31 of the budget year in question to review and reach agreement on modifications to service levels provided by the COUNTY that are consistent with the MUNICIPALITY'S budget and that recognize the impact of these service level changes to other MUNICIPALITIES that contract with the COUNTY for these services.

**E. GENERAL PROVISIONS**

1. Notice to the COUNTY shall be given to the County Manager and Wasatch County Sheriff, and Notice to the MUNICIPALITIES shall be given to either the Mayor or the City Manager.
2. It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.

3. A MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this Agreement, as set forth in Addendum A.
4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

IN WITNESS WHEREOF, the MUNICIPALITY, as set forth below, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor/Town Administrator, and the seal of the MUNICIPALITY to be affixed hereto on the \_\_\_\_\_ of \_\_\_\_\_, 2023, and the COUNTY, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the County Manager on the \_\_\_\_\_ day of \_\_\_\_\_.

COUNTY OF WASATCH

INTERLAKEN TOWN

By: \_\_\_\_\_  
MIKE DAVIS  
County Manager

By: \_\_\_\_\_  
Gregory Harrigan  
Mayor

APPROVAL RECOMMENDED:

By: \_\_\_\_\_  
Jared Rigby  
Sheriff of Wasatch County

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Scott Sweat  
Wasatch County Attorney

## Addendum A

### Additional Services

In addition to the Base Level of Service provided to Interlaken Town by the Wasatch County Sheriff's Department, Interlaken Town desires to further contract with the Sheriff's Department for the following Additional Services:

- Interlaken Town has budgeted up to \$10,000 for Additional Services for the budget year of 2024.
- Interlaken Town contracts with Wasatch County Sheriff's Office for up to XXX hours of Additional Services per month, to be as directed by the Interlaken Town Mayor, **and will include: directed patrol, speed enforcement, noise complaints, VIN inspections, special events not covered by the County approval process, and any other lawful request made by the Interlaken Town Mayor.**
- Initially Interlaken Town requests that **XXX** hours of directed traffic patrol be provided weekly, between 6am to 8pm, with the specific purpose of enforcing speed limits and issuing speeding citations within Interlaken Town.

### Cost and Payment

Interlaken Town shall pay the hourly rate of **\$87.50** for Additional Services received from Wasatch County Sheriff's Department, which includes **\$70.00** per hour for police services and a 25% administrative fee (which includes costs associated with supervision, sheriff time and administrative time).

Interlaken Town shall be required to pay solely for the hours of Additional Services it actually receives. The Parties agree that the maximum amount of Additional Services provided by Wasatch County Sheriff's Department is **XXX** hours per month, and that the maximum amount to be paid each month for Additional Services will be up to **\$XXX**.

Wasatch County Sheriff's Department shall bill Interlaken Town each month for the hours of Additional Service Interlaken Town receives. Interlaken Town will only be billed for the hours of Additional Services provided for that month. All billing will be verified and accompanied by the Activity Reports set forth below.

Payment for Additional Services received shall be made by Interlaken Town within 10 days of receipt of the monthly invoice.

### Activity Reports

Along with each monthly bill, Wasatch County Sheriff's Department shall submit to Interlaken Town monthly activity reports detailing the activities of the Sheriff's Department within Interlaken Town and designating which of those activities qualify as "Additional Services". These reports shall contain, at a minimum, the "Law Incident Summary Report with

Times”, “Law Incident Report by Nature”, number of dispatch calls from Interlaken Town for that month with summary of totals, the number of directed patrol time hours and when they occurred with summary of totals, and the total number of traffic citations issued. The Parties agree that no information will be provided which would violate the Utah Data Privacy Act.

Annual Review

The parties agree that this Addendum A will be reviewed on an annual basis to update both the scope of Additional Services as well as the costs for Additional Services. If neither party objects in writing 60 days prior to January 1 of each year the terms to Addendum A for the prior year shall continue for the coming year with an increase in cost for Additional Services by 2.5%.

COUNTY OF WASATCH

INTERLAKEN TOWN

By: \_\_\_\_\_  
Mike Davis  
County Manager

By: \_\_\_\_\_  
Gregory Harrigan  
Mayor

APPROVAL RECOMMENDED:

By: \_\_\_\_\_  
Jared Rigby  
Sheriff of Wasatch County

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Scott Sweat  
Wasatch County Attorney

**Subject:** Wasatch County Sheriff - Midway City Interlocal Agreement  
**Date:** Wednesday, January 18, 2023 at 10:47:38 AM Mountain Standard Time  
**From:** Interlaken Clerk  
**To:** Interlaken Mayor, Sue Onan, Chuck O'Nan, Hibbard: Justin S027 Grp B, Chuck Cullom  
**Attachments:** image001.png, image002.png, image003.png, image004.png, 6-Council-2020-11-17-Regular-Law-Enforcement-Info-for-Meeting.pdf

Hi all-

I dug up this agreement (attached) between Midway and the Wasatch County Sheriff for law enforcement services.

The agreement defines 3 types of law enforcement services:

1. Base Level of Service – paid for through Wasatch County Taxes for which all municipalities are entitled
2. Additional Services – paid for by the municipality
3. Special Event Services – paid for through the special event permitting process, eg, Swiss Days

**Base Level Services in this agreement Include:**

- i. Within the Sheriff's office there is a designation of "Obligated Time" which is highest priority and performed on demand, which includes the following duties:
  1. Enforcement of Utah State Statutes;
  2. Criminal investigative and crimes lab services;
  3. Follow up on reported crimes with persons who reported the crime, including routine notification by telephone or mail as to the status of the investigation;
  4. Responses to medical, fire, and other emergencies that require police presence;
  5. Providing communication facilities and dispatch services.
- ii. When an officer is not performing a duty under "Obligated Time" the officer performs duties as he/she sees fit, which is called "Unobligated Time" and includes the following:
  1. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
  2. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and municipal ordinances;
  3. Traffic enforcement including the regular use of radar or laser as a speed deterrent; and
  4. Attendance at Public Safety or City Council meetings as requested by the municipality;
  5. Citizen assist calls (at the discretion of the Sheriff's Office).

**Additional Services in this agreement Include:**

- i. Enforcement of the municipal ordinances;
- ii. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
- iii. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;
- iv. Animal control services;
- v. Traffic patrol and ticket issuance beyond what is provided in the Base Level of Service;
- vi. Any other services the parties may agree upon.

The costs for these additional services are set by the sheriff's office and may include administrative, management, and supervisory costs, along with the actual law enforcement component.

**Addendum A stipulates these costs below. Note that the agreement is 2 years old, so these costs may have been renegotiated:**

Cost and Payment

Midway City shall pay the hourly rate of \$87.50 for Additional Services received from Wasatch County Sheriff's Department, which includes \$70.00 per hour for police services and a 25% administrative fee (which includes costs associated with supervision, sheriff time and administrative time).

Midway shall be required to pay solely for the hours of Additional Services it actually receives. The Parties agree that the maximum amount of Additional Services provided by Wasatch County Sheriff's Department is 160 hours per month, and that the maximum amount to be paid each month for Additional Services will be up to \$14,000.

Wasatch County Sheriff's Department shall bill Midway City each month for the hours of Additional Service Midway City receives. Midway City will only be billed for the hours of Additional Services provided for that month. All billing will be verified and accompanied by the Activity Reports set forth below.

Payment for Additional Services received shall be made by Midway City within 10 days of receipt of the monthly invoice.

**Just doing a rough calculation based on these numbers (the hourly rate may be low), here are some scenarios for a monthly cost structure:**



**Wasatch County Sheriff Hourly Law Enforcement Rate:**

**\$87.50**

<b>Billable Hours per Incident</b>	<b># Incidents per month</b>	<b>Monthly Law Enforcement Cost</b>	<b>Annual Law Enforcement Cost</b>
2	1	\$ 175	\$ 2,100
2	4	\$ 700	\$ 8,400
3	1	\$ 263	\$ 3,150
3	4	\$ 1,050	\$ 12,600
4	1	\$ 350	\$ 4,200
4	4	\$ 1,400	\$ 16,800
4	8	\$ 2,800	\$ 33,600

Although it's completely dependent on the monthly call volume, it looks like the worst-case scenario, 8 incidents per month, 4 hours each, would add up to \$34K annually. I'm guessing it would be significantly lower.

I do think that this type of interlocal agreement would clarify what the sheriff provides Interlaken as Base Level Services – a point that seems unclear right now.  
We can discuss at the next council meeting (**Tues Feb 7**) and decide how to proceed - whether to go ahead with a meeting with the sheriff, and what services we'd like to contract out.  
We have a useful template through the attached agreement to go forward with, which would reduce our legal costs significantly.

Thanks,

Bart Smith  
Interlaken Town Administrator  
(435) 565-3812

<b>Violation</b>	<b>Ordinance Reference</b>	<b>Resolution</b>	<b>Fine Amount</b>	
Open wood fire	Section 11.06.260	2016-07-03A	\$ 500	per incident
Using sparklers		2016-07-03A	\$ 50	per incident
Using firecrackers		2016-07-03A	\$ 500	per incident
Using other combustible fireworks		2016-07-03A	\$ 1,000	per incident
Renting property short term	Section 11.04.030	2020-05-19A	\$ 500	per day
Parking violation winter violation	Section 6.05.040	2023-01-03	\$ 100	per incident
Parking violation over 24 hrs	Section 6.02.040	2023-01-03	\$ 50	per incident
Spillage of debris on public roads	Section 9.05.090	2023-01-03	\$ 150	per day
Utah Traffic Code	Chapter 6.01			
Storage of Commercial Vehicles on Public Streets	Section 11.06.050			
Storage of Junk and Debris in Residential Zones	Section 11.06.060			
General Penalty	Section 1.04.010			
Recreational Vehicle Storage - Restrictions	Section 11.06.180			
Home Occupation - Restrictions	Section 11.06.190			
Fences, Walls, and Hedges - Restrictions	Section 11.06.210			
Signage - Restrictions	Chapter 11.08			
Wireless Telecommunications - Restrictions	Chapter 11.09			
Wind Energy Systems - Restrictions	Chapter 11.10			
Zoning Violations	Section 11.11.080			

## Sections from a local HOA's CCNRs

5.7 Animals. No animals other than a maximum of three (3) ordinary household pets, such as cats, dogs, birds, fish, and hamsters, may be kept on any Estate. This restriction specifically prohibits large animals or farm animals, including, without limitation, horses, llamas, alpacas, cows, pigs, goats, sheep, and ostriches. The Board may, in its discretion, allow an Owner up to four (4) chickens to be maintained on an Estate, provided, however, the coop or other shelter is located behind the home and reasonably out of view and the chickens do not leave the Owner's Lot and do not annoy other Owners. Notwithstanding anything herein to the contrary, keeping chickens is a privilege provided by the Association and not a right under this Section. If chickens become an annoyance or nuisance (as determined by the Board), such may be deemed a violation of this Section and the Association may impose fines and/or unilaterally revoke the privilege of keeping chickens. The Board may adopt additional rules or requirements related to animals.

5.8 Underground Utilities. All new gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Estate which service installations entirely within that Estate. No propane tanks or oil tanks may be installed on any Estate except for temporary heat during construction.

5.9 Service Yards. There shall be no clothes lines, service yards, or storage yards. No mechanical equipment may be maintained outside of garages.

5.10 Maintenance of Property. All Estates, and the Improvements on them, shall be maintained in a clean, sanitary, attractive, and marketable condition at all times. No Owner shall permit his Estate or the Improvements on it to fall into disrepair.

5.11 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Estate, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Estates.

5.12 No Hazardous Activity. No activity may be conducted on any Estate that is or may be considered by a reasonable person to be unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowners insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

5.13 No Unsightliness. No unsightliness is permitted on any Estate. This shall include, without limitation, (i) the open storage of any building materials (except during the construction of any Dwelling unit or addition in a manner consistent with the Architectural Design Guidelines and this Declaration); (ii) open storage or parking of farm or construction equipment, trucks larger than pick-up trucks, or open storage of inoperable motor vehicles; (iii) accumulations of lawn or tree clippings or trimmings (iv) accumulations of construction debris or waste; (v) household refuse or garbage except as stored in tight containers in an enclosure such as a garage; (vi) lawn or garden furniture except during the season of use; and (vii) the storage or accumulation of any other material or equipment on the Estate in a manner that it is visible from any other Estate or any public street. No more than a total of one recreational-type vehicle (including, but not limited to, a boat, utility trailer, enclosed trailer, motorhome, travel trailer, or other type of

recreational vehicle) may be parked or stored outside and must be parked or stored behind the front plane of the Dwelling. One additional temporary vehicle may be parked outside and must be parked behind the front plane of the Dwelling up to ninety (90) days per year. All such vehicles must be considered "presentable" by the Board (*i.e.*, must be in good and sightly condition, operable, with current registration). Enclosed trailers, motorhomes or travel trailers may be occupied by an Owner's family or guest up to fifteen (15) days per year. Owners are strongly encouraged to store all vehicles, including recreation vehicles in enclosed garages or at off-site storage. Failure to observe the restrictions of this Section 5.13 may result in the imposition of fines or other penalties under the Compliance Procedures.

5.14 No Annoying Lights. Any outdoor lighting shall be confined within the field of light to the Estate to which it is installed. Owners shall ensure that all exterior lighting on a Lot is installed so as to protect night skies and avoid disturbing neighboring Owners. All exterior lighting must comply with Chapter 5.02 of the Midway City Municipal Code.

5.15 No Annoying Sounds. No speakers or other noise making devices may be used or maintained on any Estate which create noise that might reasonably be expected to be unreasonably or annoyingly loud from adjoining Estates, except for security or fire alarms.

5.16 Sewer Connection Required. All Estates are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Estate. All Dwelling units must be connected to the sanitary sewer system.

5.17 No Fuel Storage. No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the Property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

5.18 Drainage. No Owner shall alter the direction of natural drainage from his Estate, nor shall any Owner permit accelerated storm run-off to leave his Estate without first using reasonable means to dissipate the flow energy.

5.19 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Subdivision except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Estate except for ingress and egress or while loading the equipment for lawful transport on public streets.

5.20 Kennels. No kennel or dog run may be placed closer than fifty (50) feet to any Dwelling other than that of the Owner of the kennel. No wire fencing shall be allowed which is unscreened from the view of adjoining Estates.

5.21 No Transient Lodging Uses. The Estates are to be used for residential housing purposes only and shall not be rented in whole or in part for transient lodging purposes, boarding house, "bed and breakfast," or other uses for providing temporary short-term or nightly accommodations to travelers. Any lease or rental of a Dwelling shall be for a minimum lease term of thirty (30) days. An Owner who rents or lease their Dwelling shall provide the tenant(s) a copy