

**Subject:** Soper Amateur Radio Tower - The Real Story . . .

**Date:** Wednesday, October 31, 2018 at 7:00:18 PM Mountain Daylight Time

**From:** Michael Soper

**To:** Bart Smith

## Soper's Amateur Radio Tower - The Real Story . . .

Dear Bart;

\*\*\*\*Personal E-Mail\*\*\*\*

Our Town leadership has taken it upon themselves to wage a one year battle against a HAM radio installation without ever asking your opinion. They've totally ignored State and Federal law, defamed and publicly shamed me, and wasted thousands of your dollars.

I could take them to court and spend thousands more of your money for a case the Town would definitely lose. But my sister and brother-in-law need my help, so I've decided to sell my home and move. Our Town officials have spread enough ugly rumors that I no longer feel comfortable in a neighborhood that has been my home for 22 years. This is definitely not how democracy is supposed to work. I hope these oppressive officials are proud of themselves and I hope you, as citizens will not allow them to stay in office.

Recently, I learned a Town resident told a mutual friend that, "Michael Soper is doing all the illegal stuff." This comment resulted from the slanderous e-mails to my neighbors and postings on the Town website, including mentions of how neighbors could sue me. As Town Clerk, Bart Smith has strongly defended that only he can communicate with (or provide news to) Town members. Obviously, he's wrong as I can too.

Almost 15-months ago, I wrote Mayor Lisa Simpkins and Town Clerk, Bart Smith, regarding my plans to erect an amateur radio antenna / tower. My goal was to achieve acceptable communication capability for myself and to provide emergency communications for our entire Town during a natural disaster or attack on our Nation's infrastructure like the electrical power grid, the internet or cellphone network. Mayor Simpkins quickly sent an e-mail to Town Council and Planning

Commission members stating (paraphrased) that she'd never allow a tower in her town, clearly abusing her powers and prejudicing the subject before any official meeting.

Like others who have attempted to help our tiny Town, I've:

- Been yelled at and threatened by Town Councilperson Greg Harrigan,
- Been publicly shamed in a public hearing / surprise, hijacked inquisition by the Town Clerk, Bart Smith,
- Been defamed in a "private" meeting of the Town Council and Planning Commission that violated the Utah Open and Public Meetings Act,
- Learned of back-room decisions in illegally held "closed Council meetings,"
- Watched the Town Council waste over \$12,000 (maybe \$15,000) of our limited Town funds fighting off a potential law suit they would have lost, based on legal precedence.

Sadly, I'm not the only one who has been treated this way. Our Town officials have consistently attacked anyone who speaks up or disagrees. This is not democracy. Nor has the Town complied with State and Federal laws.

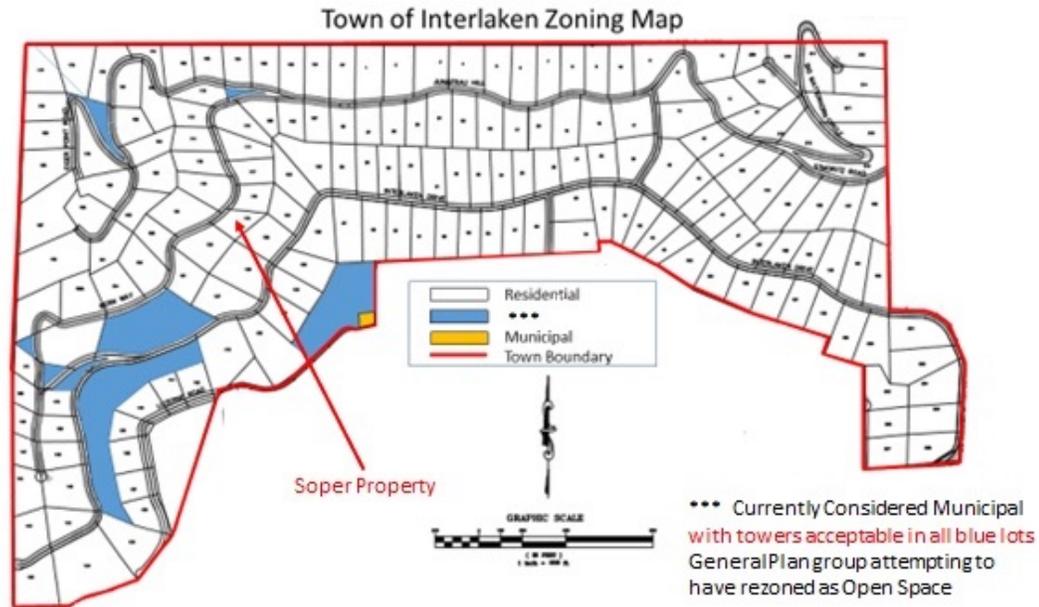
During the creation of land use codes, our Mayor and Town Clerk modified the Midway City code, limiting all towers to municipal use only and removing the statement required by both national and state laws. The original draft of our code, prepared by a committee of townspeople (including myself) in November, 2015, allowed HAM towers. Despite the committee's recommendations, amateur radio installations were unilaterally removed from our code by two people who had no knowledge of Federal law. This is exactly the same approach our Mayor has taken to the proposed General Plan. Clearly input from town members has no value to Interlaken officials.

So, the Mayor, Town Clerk, and Town Council can have cellphone or other towers placed on "Municipal" property (shown in blue), but amateur radio operators are not allowed to have antennas / towers, even where our steep slopes practically eliminate any visual obstruction.

Section 11.09.020 Permitted Uses

A. General. The uses listed in this Section are deemed to be permitted uses and shall not require a special use permit.

B. Permitted Uses are for Municipal purposes only.



Given I'm the Town's only amateur radio operator, the Mayor's concern about "towers being everywhere" and visual impact should be directed at the Town itself.

Federal (FCC) and State of Utah preemptions give amateur radio operators preference in erecting antennas because they provide emergency communications. Interlaken Town's ordinances were crafted to restrict antenna systems in ways that prevent or inhibit amateur radio communications. The Town's ordinances impinge on the needs of amateur radio. In all of the above instances, our Town is in violation Federal / State laws.

The Town even misapplied the maximum building height code asserting that it applies to amateur radio antenna / tower height. They inappropriately tried to create a fixed maximum height with no ordinance to support it. So, the Town's ordinances (and the rules they invented), clearly are in violation of federal and state laws.

Here's the Utah Law:

**Utah Law 10-9a-515. Regulation of Amateur Radio Antennas.**

(1) A municipality may not enact or enforce an ordinance that does not comply with the ruling of the Federal Communications Commission in "Amateur Radio Preemption, 101 FCC 2nd 952 (1985)" or a regulation related to amateur radio service adopted under 47 C.F.R. Part 97.

(2) If a municipality adopts an ordinance involving the placement, screening, or height of an amateur radio antenna based on health, safety, or aesthetic conditions, the ordinance shall:

(a) reasonably accommodate amateur radio communications; and

(b) represent the minimal practicable regulation to accomplish the municipality's purpose.

Please note that Interlaken has no ordinance as per (2) above although they tried to deny a tower based on those factors.

Our Town has also attempted to reinvent the “balance of community interests” against those of amateur radio operators when the FCC has already done the balancing and issued a Federal rule.

But the Mayor, and Town Clerk, with the support of the Town Council did more than violate the Federal & State preemptions favoring amateur radio operators, they violated basic laws about how Utah towns are to be governed.

After suggesting I apply for a variance, and then a Conditional Use Permit, our Town fabricated a “Special Use Permit” without a supporting ordinance, a public hearing, or a Council motion. The Town Clerk then proceeded to constantly change the process and added more questions.

Without any advance notice to me, the Town Clerk’s “Staff Evaluation” appeared to many Town members as an inquisition. Bart’s review of my repeated, 100+ page applications proved to be filled with presumptions, misstatements, and errors. Even so, the Town Council adopted the review without question.

In the end, I invested over 700-hours of my time in good faith efforts to educate the Mayor, Town Council, and Town Clerk in order to secure approval of my antenna.

Now, almost 15-months later, the Town has likely spent in excess of \$12,000+ of your money to make sure you cannot have access to emergency communications.

Members of our current Town Council feel they're doing us a favor, because no one will ever run for office. Really? Running a Town is waaay different than running a Mutual Water Company (IMWC) because specific laws apply. Our current volunteers have shown themselves incompetent of understanding and following those laws, thinking instead their opinions superseded the law.

In the end, there are only two ways to make sure our Town abides by ethical, legal standards, and State Laws. One way is to file lawsuits. Our Town has not fared well against them in the past, and definitely would not fare well against the one I was prepared to file. You can read the final draft of my Federal Court complaint at the following link (spam / malware free):

**Read the Federal Complaint Against Our Town & Town Council - Click Below:**

<https://www.dropbox.com/s/ic69q2nm673i4c1/Federal%20Complaint%20-%20W7EIS%20-%20102718.pdf?dl=0>

**Read My Special Use Permit Application To The Town Council - Click Below:**

<https://www.dropbox.com/s/lnkxfdj8xcwc2uf/W7EIS%20Ant%20Application%20-%20030118.pdf?dl=0>

The second and far more preferable method requires stepping up and running for Town office or, at least, making sure you and your friends are registered to vote and electing the most qualified among us.

As a Town member, you should consider attending Town Council meetings.

Although Town members are only allowed to speak during the public comment portion of the agenda, voicing your opinion and making it part of the public record is important.

It is my sincere hope you will all enjoy living in this beautiful Town. I know I will miss living in our community, leaving good friends, and deeply regret being forced to leave.

Happy Halloween & Best wishes,



Michael B. Soper

333 Bern Way, Midway, UT 84049

© October 2018,] Michael B. Soper, 333 Bern Way, P.O. Box 40, Midway, UT 84049-0040. Note: You are receiving this message as a one-time e-mail because of our past personal e-mail exchanges or because your e-mail address was provided by Mayor Simpkins to all Interlaken Town residents. [Unsubscribe](#)



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October 25, 2018

Town of Interlaken  
Mayor Lisa Simpkins  
PO Box 861  
234 Edelweiss Lane  
Midway, UT 84049

Councilpersons Chuck O'Nan and Sue O'Nan  
PO Box 173  
333 Jungfrau Hill  
Midway, UT 84049

Councilperson Greg Harrigan  
PO Box 1102  
274 Interlaken Dr.  
Midway, UT 84049

Councilperson Marge Bowen  
PO Box 1315  
334 Jungfrau Hill  
Midway, UT 84049

VIA CERTIFIED AND FIRST CLASS MAIL

***Re: Request for Suspension of Mayor Lisa Simpkins, Councilman Greg Harrigan, and Town Clerk Bart Smith Pending Proper Training to Ensure Protection of Citizen's Free Speech Rights***

Dear Mayor:

My office has been retained to represent Bill Goodall. He has approached me with his concerns about how he has been treated in public meetings in Interlaken, and specifically about the conduct of Greg Harrigan, you the Mayor, and Bart Smith, the Town Clerk.

I make a formal request to be placed on the next Town Council meeting agenda on November 5, 2018, that this letter be included in the packet sent to the Town Council, and that adequate time be given so that on behalf of my client I can make an official public record of the items set forth below.

As you are probably aware, I represent Midway City, and am familiar with disagreements regarding politics, and citizens who become angry at public authorities. I have attended numerous public hearings where emotions were high, and where those involved disagreed on the points being discussed. I have longstanding experience providing counsel and guidance about practices and proper comportment/behavior of public officials.

When Bill first approached me I felt that perhaps his statements about the general demeanor of town officials and how he had been treated in and after your open meetings were overstated. I told him I would be happy to listen to recordings from the public meetings before choosing to represent him, in hopes that it was not as bad as he indicated.

After listening to the recordings, I have deep concerns about Mr. Harrigan's treatment of my client, and subsequent statements made on the record by you, your town clerk, and Mr. Harrigan. I will set forth the exact quotes so that there is no confusion as to the items I find unacceptable in the way you have treated my client:

1. My client came to the Interlaken public meeting on June 18, 2018. It was noticed up for a public hearing on the City Budget. Prior to the meeting a budget had been posted on the Town website and a request made for comments. This budget had a negative balance of over \$40,000.
2. The recording clearly establishes:
  - a. My client spoke respectfully to the council. He was very specific about what he disagreed with in the budget. He did not raise his voice. While he was reading through a written list of recommendations, you can hear a loud thump on the table – apparently Mr. Harrigan's first expression of frustration.
  - b. Towards the end of his comments my client stated the current budget gives the Council slush funds. You can hear another thump on the table, which appears to be Mr. Harrigan again expressing frustration. (He admits in a later July 02 meeting he was visually shaking his head and frustrated with my client's comments, and Susannah Littell specifically questioned him on why he looked so angry during my client's presentation).
  - c. My client requested that Mr. Harrigan treat him with respect, indicating he was expressing his opinion, that it wasn't personal, to which Mr. Harrigan stated in disgust, "Slush funds!"
  - d. At that point, Bart Smith, the Town Clerk, interrupted my client, and began questioning him on particulars of his suggestions and challenging his recommendations. Mr. Smith did not challenge or question any other participant. The recording demonstrates that my client disagreed with Mr. Smith but did so in an amiable and respectful fashion. My client tried to respond to the Town Clerk's questions, even offering to do research regarding one of the issues raised, but the Mayor interrupted him and declared my client's time was up.
  - e. The next person who stood was Bob Marshall, who expressed nearly identical criticism of the budget. No public official challenged him. No one questioned him, and it does not appear Mr. Harrigan demonstrated the same type of contempt towards Mr. Marshall as he apparently did toward my client.
  - f. Then Mr. Michael Soper stood and stated he had the same concerns regarding the proposed budget that had been presented, as well as other concerns. None of the public officials present challenged or questioned him either.

g. The public hearing on the budget was closed with the Mayor requesting a motion to approve the budget as proposed and asking for comments or concerns. When there were none from the Council, the Town Clerk interjected himself into the process and offered to respond to the public comments. My client requested to hear discussion from the Town Council, rather than the Clerk. The Council had no duty to make public comments, but Mr. Harrigan chose to do so. Mr. Harrigan addressed some of the issues raised about the budget, including the amount the Town Clerk was being paid. There was a discussion, and an explanation by Mr. Smith of the things the Town Clerk does. My client and Bob Marshall thanked Mr. Smith for the explanation. There was still some confusion over the rate Mr. Smith was being paid when compared to the County Clerk, when you again hear a thump, and then my client stating: "Don't get mad Greg. Hold your temper."

h. Mr. Harrigan then reveals the clear bias he has against my client by stating: "I am tired of your personal animus against this town council." Animus is not a word signifying dislike but "hatred and hostility" which my client was not demonstrating in the meeting. Mr. Harrigan then accused my client of sending e-mails out to citizens that Greg didn't agree with (which is perfectly legal) and complained that he doesn't deserve to be treated this way because he is volunteering his time as a public servant.

i. LET ME INTERJECT MY INTERPRETATION OF MR. HARRIGAN'S STATEMENT. Mr. Harrigan is basically saying: I dislike you Bill Goodall because you come to some of our meetings, ask hard questions, and disagree with us. Because I am volunteering my time, I should be immune from anyone questioning me. Instead of focusing on facts, and the issues before the council, I am going to attack you and accuse you of personal hatred and hostility towards me and the Council because you disagree with our proposed budget.

j. Of deep concern is the fact that nothing that my client had done in the meeting revealed any personal animus towards anyone. He was simply expressing his opinion as is his Constitutional right. The record is clear that he did it in a respectful manner, made no personal attacks, and had every right to ask the questions he was asking.

k. What is also abundantly clear in this instance, is that Mr. Harrigan apparently does not like people who disagree with him, and instead of addressing the issues and agreeing to disagree, lashes out in a personal and threatening manner. This conduct is unacceptable for a public servant.

l. My client was naturally upset by Mr. Harrigan's comment set forth in paragraph h, which was completely out of line, and untrue, and he called him on it – again explaining that there was nothing in his comments regarding personal animus, and again repeating his issues and concerns with the proposed budget.

m. My client was very clear in stating that if Mr. Harrigan accused him of personal animus again there would be a problem.

n. After a number of table thumps, Mr. Harrigan responded with "I got the e-mail" as though this was some justification for how he was acting towards my client.

o. At the close of the meeting my client stood as required and explained that there is a perception the Town Council can spend all of the money in the budget even if the money isn't needed. During the recording you can hear several loud thumps which appear to be Mr. Harrigan thumping the desk or rostrum in frustration yet again. My

client actually acknowledged Mr. Harrigan's actions on the record and asked him to be respectful.

p. By the end of the meeting, my client had asked Mr. Harrigan at least 3 TIMES to control his temper, and to be respectful, and in response had been accused of personal animus towards the Council without any justification.

q. If this was all that happened in the meeting, it would be a deep embarrassment for the Town Council, and the Mayor who allowed this to happen in a public meeting, but Mr. Harrigan's anger issues and outrageous behavior spilled over outside of the meeting.

r. I have attached multiple statements establishing that when the meeting was done my client stood to leave. Mr. Harrigan pursued my client out of the building and into the parking area, blocked him from leaving, and confronted him in anger, falsely accusing him again.

s. After twice telling Mr. Harrigan he did not want to talk with him, the witnesses uniformly state that my client was calm, did not raise his voice, and attempted to answer the accusations.

t. Mr. Harrigan did not want to listen and began to walk back into the building and my client simply put his hand on Mr. Harrigan's shoulder and told Mr. Harrigan that it was Mr. Harrigan who insisted on talking to him over my client's objections, and that he should at least give my client the opportunity to respond to Mr. Harrigan's accusations.

u. Mr. Harrigan immediately flew into a rage and shouted several times: "Don't touch me. No one touches me. Don't you ever touch me!" Mr. Harrigan then went back into the building and claimed to those in the building that my client had assaulted him.

v. Shortly thereafter Mr. Harrigan again aggressively charged out of the building and rushed my client with fists clenched, arms swinging, and an angry facial expression causing my client to fear bodily harm. My client braced himself expecting to be struck. If anything, it was my client who was assaulted by Mr. Harrigan and not the other way around.

w. Bob Marshall, a nearby witness, also thought that Mr. Harrigan was going to strike my client with his fist.

x. My client left the premises.

3. Given the record above, that clearly establishes Mr. Harrigan was extremely out of line in the June 18, 2018 meeting, I was astonished to see that on July 2, 2018, Mr. Harrigan chose to make a public record regarding the June 18, 2018 meeting, openly accusing my client of assault again and misrepresenting the facts as follows:

a. "Mr. Goodall's conduct in the public meeting was completely inappropriate." (when in fact it was just the opposite – Mr. Harrigan was the one far out of line)

b. "Mr. Goodall assaulted me." (when in fact Mr. Harrigan pursued Mr. Goodall after the meeting, blocked his capacity to leave, falsely accused him yet again, and when Mr. Goodall attempted to respond to his accusations, accused him of assault,

when all Mr. Goodall did was place his hand on his shoulder and said “Greg you asked the questions and you should listen to my response.”)

c. “I [Mr. Harrigan] didn’t make a police report because I didn’t want things to blow up.”

d. “He (Bill Goodall) makes me nervous.” (as though my client’s actions would in any way suggest my client is aggressive. He was walking out the door to go home. It was Mr. Harrigan that created the situation by pursuing him and accusing him further.)

e. “That [meaning the interaction with Mr. Goodall] will not happen ever again.” This was stated forcefully several times (which is a veiled threat to my client that if he continues to participate in the democratic process and disagree with Mr. Harrigan, which is his right, there will be a consequence of some sort).

f. Mr. Harrigan then went on to state he was concerned about the safety of himself and his family, suggesting my client would do physical harm to him and his children. This statement was made without any basis in fact, and is clearly slanderous.

4. Of greater embarrassment and concern, is an open suggestion to beat my client that was recorded on the official public recording. At one point during the tape recording, while discussing how to address my client, Bart Smith, the town clerk, states openly on the record: “You hang on to him and I’ll punch him”.
5. The Mayor made absolutely no attempt to challenge any of these statements and then proceeded to slander my client on the record: “He’s very . . . the interactions that I personally have had with him on the phone and in person . . . I mean I went and met with him at his house and his demeanor and the way that he was . . . his version of things versus reality and what I know and what he knows and what the community knows was totally different.”
6. Susannah Littell, who was in attendance, then points out to Mr. Harrigan: “You were noticeably upset when he [Bill Goodall] got up to give his opinion.” Her statements make it clear that Mr. Harrigan was upset even before my client began to speak.
7. Mr. Harrigan was happy to make a record of what he feels was inappropriate about my client’s comments, but quickly retreated when he was faced with open accusations about his own wrong doing saying, “I’ll talk to you after the meeting.”
8. Susannah Littell insisted: “No, no, you did seem upset during the meeting.”
9. Mr. Harrigan again refused to acknowledge his part in the problem and stated he was only willing to talk to Ms. Littell about it after the meeting, presumably when he was not being recorded.
10. Then, in a stunning moment of honesty, the Mayor revealed her true feelings about my client and public comment generally, stating: “Unfortunately it’s a public entity and we are public servants and we can’t prohibit people from coming to meetings.”
11. A discussion was then had regarding ethics training, focused not on how to better conduct meetings so these types of problems do not occur, or on how to help Council

- members control their temper, but on how to control the public participants in public meetings if the Council disagrees with that person.
12. The official minutes of the July 2, 2018 meeting included all of the above quoted statements, although no member of the Town Council was outside the building on the 18<sup>th</sup> of June when this confrontation occurred, and none of them personally witnessed the exchange between Mr. Harrigan and my client. Additionally, none of the public officials had asked for my client's version of what occurred, or spoken with any of the other witnesses to the event.
  13. The official minutes of the July 02, 2018 meeting include the following item: "21. Council Comments. Harrigan reported that Bill Goodall made inappropriate contact with him following the last meeting on 6/18/18. Harrigan noted that the incident, in which Goodall put his hands on Harrigan, fits the definition of assault. This behavior is not acceptable. Simpkins spoke with Dave Church from ULCT who recommended a police report be filed. Mr. Church offered to work with us doing civility training."
  14. These minutes were posted on the Interlaken public website and then approved in the subsequent Council meeting.

So in review: 1) all my client did was come to a meeting and express very specific recommendations regarding the Town's budget; 2) he was forced to ask Mr. Harrigan multiple times to calm down and to treat him respectfully; 3) Mr. Harrigan openly and falsely accused my client of having personal animus towards the Town Council without any basis in fact to make the accusation; 4) the Mayor did nothing to control the inappropriate behavior of Mr. Harrigan, and actually condoned it and furthered it; 5) Mr. Harrigan pursued my client after the meeting, blocked him from leaving, falsely accused him again, refused to listen when my client tried to respond, returned and approached my client in an aggressive and physically threatening manner, and then falsely accused my client of assault; 6) in a later meeting Mr. Harrigan again accused him of assault, and suggested my client was mentally unstable and dangerous; 7) Bart Smith suggested that one of them should hold Mr. Goodall while the other hits him; 8) the Mayor then slandered Mr. Goodall suggesting he is not mentally unstable and does not have a grasp on reality; 9) the Mayor then expressed disdain for the public comment process and lamented that they could not keep citizens out of their meetings.

Your actions as Mayor, Town Council member, and Town Clerk all constitute a violation of my client's constitutional right to speak at a public assembly. Section 1983 of § 42 U.S.C. prohibits the deprivation of my client's First Amendment right to speak out on an issue in a public meeting, by a person or entity acting under color of state law. Simply put, the Constitution prohibits public officials from depriving citizens of the right to attend and speak in a public meeting through slander, intimidation and threats of retaliation.

My client simply demands the ability to exercise his Constitutional right to participate in the legally established governmental process without fear, threats, intimidation, slander or retaliation. The actions of you, the Mayor, Councilman Harrigan, and Town Clerk Smith have made my client extremely reluctant and afraid to come to Town Council meetings, or to express his opinion in similar public meetings in the future.

I am concerned the events that occurred in this meeting are just one example of an ongoing pattern of missteps and abuses by Mayor Simpkins, Councilman Harrigan and Town Clerk Smith. Their pattern of behavior exhibits a disturbing lack of professionalism, disregard for the law, and lack of respect for citizens. According to witness statements, my client is not the only person having problems with mistreatment at the hands of Town officials. It is our understanding that if we were to conduct a comprehensive review of prior town meetings we would find there is an established pattern of mistreating the public by this administration.

My client is withholding additional legal action at this time because it is his primary desire that this pattern of abusive and dismissive treatment cease immediately, and that the Town be run in a professional and respectful manner. We insist that the Town officials become adequately trained in how to properly conduct the governance of the Town, and to implement ongoing controls to ensure future compliance with Federal law and the Utah code. For the good of both the Town and its citizens, and to avoid further legal action, including but not limited to a § 1983 lawsuit in Federal District Court, the Town must immediately:

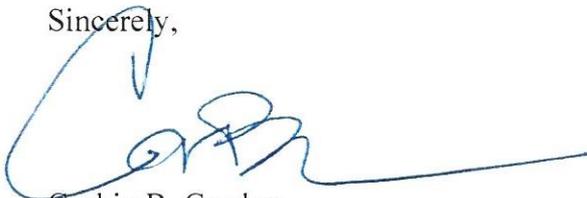
1. Require all Town officials, whether elected or appointed, to attend a verified session on ethics training, civility, the proper conducting of public meetings, appropriate behavior towards citizens and professional behavior by Town officials. We request that the syllabus of such training be provided to this office for my review, along with certificates of completion for each elected or appointed Town official. We further request that the Town adopt a resolution making such ongoing training a requirement for future elected or appointed officials.
2. Until the requirements of #1 have been met, suspend Mayor Simpkins, Councilman Greg Harrigan and Town Clerk Bart Smith from attending or participating in any public meetings until they are properly trained.
3. Upon returning Mr. Harrigan will individually extend a public apology, on the record, in a City Council meeting, to Mr. Goodall as follows: A) Mr. Harrigan will individually acknowledge Bill Goodall did not assault Mr. Harrigan on the 18<sup>th</sup> or June, 2018 or at any other time; B) that Mr. Harrigan was out of line leaving the public meeting and accosting Mr. Goodall when all he wanted to do was leave; and C) there is no basis to suggest that Mr. Goodall is a threat to Mr. Harrigan, his family, or anyone else in the town and it was wrong for Mr. Harrigan to suggest so.
4. Upon returning Bart Smith will individually extend a public apology, on the record, in a City Council meeting, to Mr. Goodall as follows: A) it was completely inappropriate for Bart Smith to suggest that my client should be beaten for participating in a public meeting; and
5. Upon returning Mayor Simpkins will individually extend a public apology, on the record, in a City Council meeting, to Mr. Goodall as follows: A) Mayor Simpkins has no basis to suggest my client is emotionally unstable and disconnected from reality, that her statements were untrue and hurtful, and will not happen again.
6. My client demands that these apologies be in writing, read openly into the public record, and made a part of the public minutes of the meeting.

7. We also demand that you officially modify, on the record, the minutes of the July 2, 2018 meeting by including the following statement: "Mr. Goodall did not assault Mr. Harrigan as was falsely claimed in the 7/2/18 meeting. In fact, Mr. Harrigan pursued Mr. Goodall after the meeting, blocked him from leaving, made false accusations, and refused to listen when Mr. Goodall tried to respond."
8. Acknowledge that the actions taken, and the words spoken, as set forth above, by the Mayor, Councilman Harrigan and Town Clerk Smith were unprofessional, wrong, illegal, and constitute conduct unbecoming to an elected or appointed public official towards a citizen.
9. For at least the next twelve (12) months, require your town attorney to be present at your City Council meetings to take an active roll in insuring that similar violations of the law and mistreatment of the public does not happen again.
10. Fully comply with the Utah Open and Public Meetings Act §52-4-203(f) *et seq.*, which states as follows: "Minutes of open meetings -- Public records -- Recording of meetings. 4.(f) A specified local public body shall: (iii) within three business days after holding an open meeting, make an audio recording of the open meeting available to the public for listening." We therefore demand that you have all required recordings of all public meetings available to the public within three days so that I can monitor them, which my client has asked me to do for the foreseeable future.
11. Pay all legal fees incurred by my client in retaining me to review the facts, conduct this investigation, review past meeting minutes and recordings, monitor Town meetings for the next twelve (12) months, and to prepare this demand letter.
12. The only other alternative available to resolve this issue, should you refuse to comply with the above actions, is to resign your positions of public office, in this way assuring my client's rights to appear and speak at public meetings will no longer be inhibited.

Acceptance of these terms in writing will need to be received by my office no later than the close of business on November 9, 2018. Failure to accept the terms will force Mr. Goodall to explore more drastic legal measures, including the possibility of a Federal lawsuit against the Town, each of you personally, or both, as the law allows.

It should be noted that a copy of this letter has been sent to David Church, who apparently has offered to conduct the needed training set forth above, and all members of the City Council.

Sincerely,

A handwritten signature in blue ink, appearing to read "Corbin B. Gordon", with a long horizontal line extending to the right.

Corbin B. Gordon  
Attorney

CBG/

cc. Bill Goodall  
cc. David Church

Michael B. Soper, being first duly sworn on his oath, deposes and says:

1.       I have personal knowledge of the matters stated in this affidavit and am competent to testify as to these matters.
2.       I have lived in Interlaken for approximately 22 years, residing at 333 Bern Way.
3.       I attended the entire June 18, 2018 Interlaken Town Council and Budget Hearings.
4.       Bill was sitting next to me at the meeting in the Town’s Pump House.
5.       During Town members’ comment period at that meeting, Bill Goodall made a number of suggestions regarding the proposed budget to reduce or eliminate the proposed deficit.
6.       While Bill presented his suggestions, Council member Greg Harrigan seemed agitated and angry, openly challenging Bill while he was attempting to speak and accusing him of animus towards the City Council.
7.       Following the meeting, Bill excused himself and departed the Pump House.
8.       As Bill was leaving I noticed Greg Harrigan walked quickly out of the building as well.
9.       A short time later, Greg returned through the main exit, loudly stating what I remember as, “he touched me ... that’s assault.”
10.      Greg than exited the Pump House again.
11.      Moments later, one of the remaining council members who was still inside said something to the effect, “looks like it’s getting physical.”

12. I turned and saw Greg approach Bill a second time in a very aggressive and threatening manner and accused him of assault.

13. At that point, I got up and left to determine what was happening between Greg and Bill.

14. As I approached the visible and vocal anger of Greg Harrigan was obvious.

15. Bill Goodall was listening to Greg and looked concerned.

16. Greg was mad; Bill was not, but I was worried about Bill's safety ... especially having heard the "getting physical" description of a Council member.

17. Greg then turned and came back into the building again claiming Bill had assaulted him.

18. Bill turned and left.

19. While this meeting was two and one-half months ago, the above statements of my observations are accurate, but it's possible the exact sequence is not.

20. This is not the first time I have seen Greg Harrigan fall into a rage at a Town Council meeting.

21. At a Town Council Meeting long prior to the meeting described above, I personally addressed the Town Council's failure to follow a federal and State of Utah preemption that supports my right as an amateur radio operator, to erect radio towers and antennas.

22. At that time, I witnessed first-hand what happens when someone disagrees with Greg Harrigan.

23. As I spoke Greg Harrigan became visibly frustrated.

24. He interrupted me, and became verbally frustrated.

25. By the time I was done Greg Harrigan was literally yelling at me from the Town Council's table.

26. Prior to Interlaken becoming a Town, I served roughly nine years on the Board of Directors of the Interlaken Mutual Water Company (IMWC).

27. I have also served for five years as the President of an HOA in Park City.

28. I have a BS in Electrical Engineering and a Master's in Journalism from the University of Illinois.

29. I have a keen interest in the governance and wellbeing of communities in which I live.

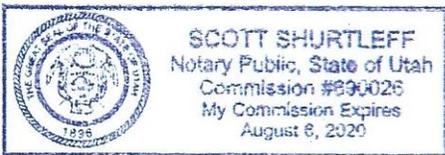
FURTHER AFFIANT SAITH NAUGHT.

DATED this 23 day of October, 2018.



MICHAEL B. SOPER

SUBSCRIBED AND SWORN TO (or affirmed) before me this 23 day of October, 2018.

  
NOTARY PUBLIC Scott Shurtleff

## DECLARATION OF ROBERT MARSHALL

Pursuant to Utah Code § 78B-18a-106, I, Robert Marshall, declare and state:

1. I am over twenty-one (21) years of age, residing in Wasatch County, Utah, and I have personal knowledge of the statements herein.
2. I am a resident of the Town of Interlaken. I have owned a home in the Town of Interlaken for approximately 30 years.
3. I have been a therapist and a CEO of healthcare facilities for over 30 years.
4. My experience included dealing with high conflict situations where physical aggressiveness plays out in conversations.
5. On June 18, 2018, I attended a town council for the Town of Interlaken.
6. At the meeting, I witnessed Bill Goodall and Town Council Member, Greg Harrigan, have a heated discussion between each other.
7. I heard Bill Goodall announce that he was going to leave the meeting.
8. I saw Bill Goodall leave the meeting. At this same time, I saw Greg Harrigan leave the meeting and follow Bill Goodall out of the 'Pump House'.
9. Knowing the history of tension between these two individuals and given my extensive experience in high conflict situations, I followed Greg and Bill outside.
10. I saw Bill facing towards the parking area. I witnessed Greg stand in front of Bill, placing himself between Bill and the parking area.
11. Greg initiated a heated conversation with Bill. Bill continued the heated discussion with Greg. Bill and Greg were getting closer to each other, within several feet from each other.

12. Their conversation was getting so heated that I felt that someone was about to get physical. I stepped within a few feet of both Greg and Bill in order to be prepared to keep them physically apart.

13. At this point, Greg told Bill that he had had enough and was going to go back inside to the town meeting.

14. Bill put up his hand about shoulder high, with his palm facing him and began to say, "Now wait a minute..."

15. At this same second, Greg stepped forward towards Bill in order to walk past him and walked into Bill's raised hand.

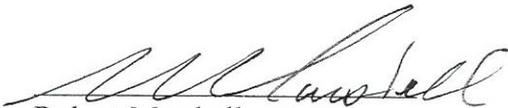
16. Greg immediately went into a rage, yelling "He touched me. Nobody touches me. Don't you ever touch me again."

17. Greg was agitated, his fists were clenched, his face was red, and I was worried he was going to hit Bill.

18. Greg then rushed back into the 'Pump House' and I could hear him saying loudly for everyone to hear that he was upset with Bill.

**I declare under criminal penalty of the State of Utah, under and pursuant to the provisions of Utah Code §78B-18a-106, that the foregoing is true and correct.**

Signed on the 25 day of October, 2018, at Heber City, Utah.



Robert Marshall  
Ifishor1017@msn.com

## Agenda 08: Statement of Greg Harrigan

I have been advised not to say much about the allegations made against me tonight but it is awfully hard to sit here and be disparaged in front of my friends and neighbors without speaking.

So I have a couple brief comments.

I am not a politician. I don't speak like one. When I get frustrated I tend to get loud.

I don't threaten people and I have not hit anyone since I was 12 years old. That was almost 38 years ago and that was my twin brother, and I am sure deserved it.

I wish we were talking about the important topics this town needs to deal with. We should be talking about whether we have enough in our reserves to handle a failure of our water system or our roads. We should be discussing the General Plan that has yet to be finalized after more than a year and a half of work on it, so that we can be eligible to apply for grants for things like guard rails on sections of our roads. We should be working on Fire and Safety Titles for our code. There is a lot of work that we actually need to do as a town.

Instead we have this. A citizen wanting to shut down the work the town council is trying to accomplish until he gets the resignations of myself, the Mayor, and the Town Clerk.

To be very clear, the members of the town council get absolutely no benefit from serving. We have no agenda, or ulterior motives. We do not let our egos drive our actions.

We are merely trying to make this a better place to live. We give up a lot of time and energy in the effort. We are not professional politicians, we do the best we can.

I have one year left on the council and I can assure you that I have no desire to serve any longer than that, especially knowing that I can be slandered in a very public manner and can't fully respond because of a threat of litigation against the town.

I would simply ask all of you to listen to the recordings of our meetings, they should be available on our website.

The words and tone of everyone involved is there for everyone to listen to. It is not cherry picked statements out of context and misquotes. Please listen to not only the budget hearing, but also the following meeting where I express my concern about what happened outside the pump house between Bill and I after the budget hearing.

You can hear that specifically at the 1 hour 11 minute mark of the July 2, 2018 meeting.

I state quite clearly what happened, and my concerns about the incident.

In this day and age you do not have a big physical presence to be a threat, or a bully.

Also, please listen to the planning commission meeting of June 27, 2017, it is very enlightening. If you haven't been at a meeting to witness the actual interactions, you should listen to the recordings before judging any of this. And please come to all future meetings, this is our town and we need more constructive voices and volunteers.

Regarding the incident outside the pumphouse after the Budget hearing between Bill Goodall and myself I want to illustrate to what extent Bill and Michael Soper are willing to go to tarnish my reputation and accuse me unjustly about this incident.

I want to submit to the public record an email exchange that I had with Michael Soper the day after that meeting. In this email chain I explain very clearly the true nature of the interaction and Michael makes no assertions like he has made in his sworn Declaration that he signed four months after the incident.

In his sworn declaration submitted to the public record of this body today, Michael Soper states that he exited the pumphouse and personally witnessed the interaction between Bill and I that night. He makes assertions about both Bill's and my demeanor and behavior and states that what he was witnessing made him worried for Bill's safety.

This bears repeating, Michael says that he was worried for Bill's safety because of what he was personally witnessing about my behavior.

I have several witnesses, several witnesses, who are willing to testify to the fact that Michael Soper never left the pumphouse, and was in fact standing here in front of this desk when the incident occurred.

Many of you know me well, and probably are well aware of the history and actions of others involved, so you know also know what is true and what is not.

I appreciate your support, we all do, but I would ask that you please refrain from exacerbating this situation in any way. There is too much hate and divisiveness in this world and it frankly has no place in Interlaken. Hopefully tonight will be the end of this nonsense.

I will continue to work to try to get important work done for this town for the remainder of my term.

## Agenda 08: Email Exchange Harrigan-Soper

----- Original Message -----

**From:** [REDACTED]

**To:** [REDACTED]

**CC:** [REDACTED]

**Sent:** 6/19/2018 1:29:28 PM

**Subject:** Our Town Council . . .

Hi Greg, cc: Town Council & Clerk

Appreciate the e-mail. Thank you for the compliments ... despite my disagreement with the Town Council regarding the meaning of "reasonable accommodation" with respect to amateur radio operators' antennas.

I do not mean this as an insult in any manner, but members of the Town Council's behavior defines our community. Other towns' councils face vocal / cynical / critical comments from their residents. Taking, as you stated, "the slings and arrows" comes with the position.

Long before your conversation with Bill outside the pump house, it was clear you were frustrated with his comments regarding the budget. I know Bill views the end of your conversation outside the pump house very differently. I believe he felt you were about to collide as you disengaged and returned into the pump house ... and put his hand up out of concern. Needless to say, that following the exchange during the Town Council meeting, it might have been better to just let things go — it might have been a conversation with more risk than reward.

Anyway, I appreciate your e-mail and, despite my disagreements, value the work the Town Council members make on behalf of our Town.

Best wishes, Michael

---

**Michael B. Soper** [REDACTED] <[REDACTED]>

P. [REDACTED] C. [REDACTED]

---

On Jun 19, 2018, at 12:10 PM, Greg <[REDACTED]> wrote:

Michael

Thank you for sending this to us. I share your concerns about our reserves And will make it a priority to get a reserve study done this year  
I truly appreciate that you want to help this town And that despite the disagreements you have with the town Council regarding your radio tower you are able to be a constructive voice in furthering the goals of the town Council which is to make the town better, safer and more financially responsible

Unfortunately Mr. Goodall does not have the capacity to Believe or trust the town Council as he stated quite clearly last night  
He has it in his mind that the town Council has somehow in the past disparaged him in front of other members of the town thereby causing him some type of harm in the community

So he continues to send disparaging emails to the community with misinformation and false accusations  
I tried to have a conversation with him outside after the meeting last night where I asked him how we could get him to put his Skill set to work for the town  
When it became clear by his tone of voice, his facial expressions, and him starting to verbally attack members of the council and the town clerk that he was apoplectic I told him I was done talking to him as he was clearly losing control. That is when he forcefully put his hands on me.

And that by definition is assault. I told him very loudly and forcefully to remove his hands and get out of my way but I did not touch him  
I made my way past him and he said something very rude and when I turned to ask him what that was about he stepped forward into my personal space and was trying to goad me into further escalating the situation by his immature and irresponsible language  
At that point I turned and walked away

What part about Mr. Goodall's actions were that of a responsible citizen of our community? Assaulting a member of the town Council and neighbor Is hardly the action of someone seeking the best interest of the community.

I will take the slings and arrows that are part of the job of being an elected member of the public body but I will not be put in a situation where I am physically assaulted and threatened. That is not part of the job in anyway shape or form and I am still considering how I should handle what happened last night  
I have two years left of my term and I will do my best to not let the actions of a very small minority in this town get under my skin as we try to work through the very important issues that we still have to tackle as a town

Thank you again for your levelheaded approach I fervently hope that others will follow your example and be constructive members of the community even when they disagree with what is going on

Respectfully  
Greg Harrigan

## Agenda 09: Proposed BHR Settlement

### **INTERLAKEN DRIVE SHARED MAINTENANCE AGREEMENT**

This Interlaken Drive Shared Maintenance Agreement (“**Agreement**”) is entered into as of the date signed below, by and between the Burgi Hill Ranches Home Owners’ Association, Inc. (the “**Association**”) and Interlaken Town (the “**Town**”). The Association and the Town are sometimes referred to herein as “**Parties.**”

#### **RECITALS**

A. WHEREAS, the Association is an Association of homeowners of the Burgi Hill Ranches Subdivision;

B. WHEREAS, the Town is the successor in interest of the Interlaken Mutual Water Company;

C. WHEREAS, the Association and Interlaken Mutual Water Company were subjects of several agreements regarding the use and maintenance of Interlaken Drive, including but not limited to an Agreement resulting from settlement of a dispute between Interlaken Mutual Water Company and Randy Haugen, Valorie Haugen and Freedom Association dated June 21, 1999, commonly known as the “Freedom Agreement”; Interlaken Drive Improvement Agreement dated January 1, 2006; Use Agreement dated June 19, 2007; and, Road Maintenance Agreement dated June 19, 2007;

D. WHEREAS, a dispute has arisen between the Association and the Town regarding the validity of and proportion of payment that the Association owes the Town for maintaining a portion of Interlaken Drive under the Agreements;

E. WHEREAS, the Parties now desire to settle, compromise and resolve the issues regarding payment for all past obligations and responsibility for future obligations without further legal recourse or delay, and further desire to formalize in writing the settlement terms in the Agreement below;

F. WHEREAS, this Agreement shall annul and supersede the provisions of any and all previously adopted agreements between the parties, their predecessors, assigns, or other parties in interest that are inconsistent with the terms of this Agreement.

NOW THEREFORE in consideration of the mutual promises of the Parties set forth herein, the sufficiency and receipt of which is hereby acknowledged, the Parties covenant and agree as follows:

#### **AGREEMENT**

1. **Settlement Amount.** The Association agrees to pay the sum of \$33,000.00 to the Town within fifteen (15) days of execution of this Agreement, in full settlement and satisfaction of the maintenance assessments owed prior to the date of this Agreement, and any and all past, present, and future claims, damages, losses, causes of action, judgments, costs, expenses, and liabilities, whether known or unknown, arising out of or pertaining to the amount owed prior to this Agreement.

2. **Shared Portion of Interlaken Drive.** It is understood that the portion of Interlaken Drive (“Shared Road”) that is subject of this Agreement is identified as beginning at the northern boundary of the Association to the point approximately 1000’ feet north of Burgi Lane (1050 North) where Interlaken Drive intersects with East Valais Parkway (the Midway City road boundary). The parties agree that the maintenances costs for the Shared Road shall be based on the percentage the Shared Road represents of the total road surface area of Town roads, including Interlaken Drive and all remaining public Town roads not subject to this Agreement.

a. For example: If the total surface area of Town roads equals 100,000 square feet and the surface area of the Shared Road is 25,000 square feet, the Shared Road equals 25% of the total surface area. The Association would be responsible for paying its pro-rata share, as defined below, of that 25%.

3. **Future Obligation and Payment.** The Parties agree that the Association shall be responsible for paying a pro-rata share of the costs of maintaining the Shared Road upon presentation of an invoice from the Town. The pro-rata share of each party shall be calculated by dividing the number of developed lots within the Association by the combined total number of developed lots existing within the Association and Interlaken.

a. For example: 35 (total number of developed lots in the Association) divided by 177 (total number of developed lots in the Association (35) plus the total number of developed lots in the Town (142)).  $35 \text{ divided by } 177 = .1977$ . Therefore, the Association’s pro-rata share of the maintenance would be 20% (rounded to even % for convenience in calculation) of the cost of maintaining the Shared Road. Thus, based on the surface area example in Section 2.a., if the total cost of a road maintenance project is \$10,000, and the Shared Road represents 25% of the total road surface area, \$2,500 would be allocated to maintaining the Shared Road, and the Association’s pro-rata share would be \$500.

b. The Association shall pay the Town within 14 days of receiving an invoice for maintenance, snow removal, or any other services performed on the Shared Road.

4. **Certification of Developed Lots.** The Parties hereby certify that the number of lots stated in paragraph 3 above are accurate as of the date of this Agreement and acknowledge that the number of developed lots may change for either party in the future which may cause a change in the pro-rata share from year to year. The parties agree that they will recertify the number of lots on June 30<sup>th</sup>, annually hereafter. Each party shall include lots for which a building permit has been issued prior to the annual June 30<sup>th</sup> recertification.

5. **Maintenance and Improvements Committee.** The Association and Town agree to form a committee to evaluate annually the necessary maintenance and improvements required for the shared portion of Interlaken Drive. Such maintenance and improvements shall include, but not be limited to, snow removal, resurfacing, weed abatement, and road maintenance. The committee shall be comprised of two members from the Town and one member from the Association.

6. **Snow Removal.** The Parties agree that the Town shall provide snow removal services for the Shared Road and the Association shall be responsible for its pro rata share of snow removal costs on the Shared Road effective November 1, 2018. The Association's pro-rata share shall be determined as set forth in Sections 2 and 3 of this Agreement.

7. **Mutual Cooperation.** As part of this Agreement, the Parties agree to mutually cooperate toward the goal of transferring ownership of the shared portion of Interlaken Drive to Midway City or Wasatch County, or any public entity or subdivision. In addition, the Parties will mutually cooperate to facilitate requiring any new developer(s) who may use or benefit from the Shared Road to access any new development to become a party to this Agreement.

8. **No Admission.** It is understood and agreed that the aforesaid sum is paid in full compromise and settlement of the disputed past payment obligation and for the purpose of avoiding further expense to the Parties. This Agreement should in no way be construed as an admission of any liability or legal obligation, and any such liability or legal obligation is expressly denied.

9. **Mutual Release of Claims.** For good and valuable consideration as described above, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties hereby irrevocably, unconditionally, and mutually release, acquit, and forever discharge one another and their respective owners, officers, directors, shareholders, managers, members, employees, agents, representatives, predecessors-in-interest, successors-in-interest, parent and affiliated companies, insurers, sureties, and attorneys from any and all claims, liabilities, actions, causes of action, suits, demands, rights, losses, damages, loss of earnings, punitive damages, costs, expenses, and compensation of any nature whatsoever, whether based on tort, strict liability, warranty, contract, statute, common law, insurance, insurance policies, insurance coverage, breach of the implied covenant of good faith and fair dealing, or other theory which the Parties have or have not or which may hereafter accrue on account of, resulting from, or in any way arising out of the Disputed obligations described herein prior to the execution of this Agreement. The Parties understand and agree that this is a global and general release and settlement and that it is their intent to release all claims against one another relating to the payment obligation.

10. **Notices.** Any notices under this Agreement or in connection herewith shall be given at the following addresses:

**If to Interlaken:**

Interlaken Town Clerk  
P.O. box 1256  
Midway, UT 84049  
Phone: 435-565-3812  
Email: [InterlakenClerk@gmail.com](mailto:InterlakenClerk@gmail.com)

**If to Burgi Hill Homeowners Association, Inc.:**

Burgi Hill Homeowners Association, Inc.  
[john@richardshoalaw.com](mailto:john@richardshoalaw.com)

RICHARDS LAW, P.C.  
4141 S Highland Dr., Ste 225  
Salt Lake City, Utah 84124  
Telephone: (801) 274-6800

Such notices, payments, and deliveries shall be deemed given and delivered to the Party entitled thereto when hand delivered or, if mailed, upon receipt. All notices shall be in writing and, if mailed, shall be sent via United States Certified Mail, return receipt requested, properly addressed and postage fully prepaid. Copies of all notices shall also be provided via email.

11. **Entire Agreement; Amendment.** The Parties warrant that no promise, inducement or agreement not expressed herein has been made to them in connection with this Agreement. This Agreement contains the entire agreement between the Parties. All prior negotiations and discussions are merged herein as expressed by the written terms set forth herein, and/or in any Exhibits identified and/or incorporated herein by reference. This Agreement may not be modified, changed or altered in any way except in a writing signed by the Parties or their authorized representatives, which sets forth the change(s) to be made, and the intent of the Parties to modify or amend this Agreement.

12. **Governing Law; Attorneys' Fees; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the principles of conflicts of laws. By executing this Agreement, all Parties hereto agree to submit to the exclusive jurisdiction of and agree to the venue of the courts of the State of Utah, whether state courts or federal courts located in the State of Utah. The Parties hereto agree not to bring any action in any court of law located outside the State of Utah. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be in force to the fullest extent permitted by applicable law. The successful Party to any action arising in connection with the enforcement of this Agreement shall be awarded its costs and reasonable attorneys' fees.

13. **Assignment/Successors.** This Agreement shall inure to and bind the successors, assigns, heirs, devisees, executors, administrators, and personal representatives of the respective Parties hereto.

14. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute one and the same Agreement. Facsimile signatures in one or more counterparts of this Agreement shall be binding. All signatures shall be deemed effective as of the date first written above.

15. **Interpretation and Drafting Presumptions.** Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular and all words in any gender shall extend to and include all genders. Each of the Parties understands, acknowledges and agrees that each of the Parties hereto has contributed to the drafting of this Agreement, and no provision hereof shall be construed against any Party hereto as being the draftsman thereof. This Agreement shall therefore be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be

construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Captions in this Agreement are for convenience only and are not intended to affect any provisions of this Agreement.

16. **Third Parties.** Each of the Parties understands, acknowledges and agrees that no rights or interests whatsoever are given by this Agreement to any party which is not a Party of this Agreement.

17. **Further Assurances; Cooperation of Parties.** The Parties hereto agree to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents or instruments reasonably requested by any other Party in order to complete the transactions contemplated hereby and to effectuate the terms, conditions, covenants, provisions, intents and purposes of this Agreement.

18. **Authorization to Settle.** Each Party represents and warrants that it is authorized and has the right to surrender, compromise, settle and cancel the claims, demands, choses in action and causes of action covered by the terms of this Agreement, and all parts thereof.

19. **Voluntary Agreement.** Each Party acknowledges that he/she/it has voluntarily entered into this Agreement. Each of the Parties has read, understands and approves the same after receiving or having the opportunity to receive the advice of counsel.

IN WITNESS WHEREOF, this Agreement is executed on the date signed below.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

INTERLAKEN TOWN

BURGI HILL RANCHES HOME OWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Mayor

Its: \_\_\_\_\_

Agenda 11: Traffic Study

TOWN OF INTERLAKEN

Scope of Work and Budget Analysis  
Traffic Study 2018

Prepared by Epic Engineering P.C.  
10/17/2018

Total Estimated Cost (Rounded): \$7,246.00

Task No.	Description	Hours	Cost	Principal Engineer	Engineer EIT	Design Technician
				\$182.00	\$101.00	\$114.00
<b>100</b>	<b>Data Collection</b>					
101	Initial coordination & planning for traffic data collection	4.0	\$430.00		2.0	2.0
102	Setup & collect 2 days of traffic data for 3 locations	6.0	\$606.00		6.0	
103	Obtain remaining information for performance measure calculation	3.0	\$303.00		3.0	
		<b>13.0</b>	<b>\$1,339.00</b>	<b>0.0</b>	<b>11.0</b>	<b>2.0</b>
<b>200</b>	<b>Data Analysis</b>					
201	Organize collected data	2.0	\$228.00			2.0
202	Process data to calculate performance measures	8.0	\$886.00		2.0	6.0
203	Prepare report to summarize study & results	17.5	\$1,941.00	1.5	12.0	4.0
204	Prepare maps of study area & speeds/traffic flow	14.0	\$1,596.00			14.0
		<b>41.5</b>	<b>\$4,651.00</b>	<b>1.5</b>	<b>14.0</b>	<b>26.0</b>
<b>300</b>	<b>Final Coordination</b>					
301	Meet w/ Town officials to discuss results & next steps	4.0	\$566.00	2.0	2.0	
		<b>4.0</b>	<b>\$566.00</b>	<b>2.0</b>	<b>2.0</b>	<b>0.0</b>
<b>MAN-HOUR / TASK COST TOTALS</b>		<b>58.5</b>	<b>\$6,556.00</b>	<b>3.5</b>	<b>27.0</b>	<b>28.0</b>
<b>300</b>	<b>Equipment Costs</b>					
301	Digital traffic counter (\$115/day per counter)	3 @ 2 days	\$690.00			
	<b>SUB-TOTAL</b>		<b>\$690.00</b>			
<b>TOTAL COSTS</b>			<b>\$7,246.00</b>			

3 Data Collection Points

# Agenda 11: Traffic Study

## TOWN OF INTERLAKEN

### Scope of Work and Budget Analysis

#### Traffic Study 2018

Prepared by Epic Engineering P.C.

10/17/2018

Total Estimated Cost (Rounded): \$8,020.00

Task No.	Description	Hours	Cost	Principal Engineer	Engineer EIT	Design Technician
				\$182.00	\$101.00	\$114.00
<b>100</b>	<b>Data Collection</b>					
101	Initial coordination & planning for traffic data collection	4.0	\$430.00		2.0	2.0
102	Setup & collect 2 days of traffic data for 4 locations	8.0	\$808.00		8.0	
103	Obtain remaining information for performance measure calculation	3.0	\$303.00		3.0	
		<b>15.0</b>	<b>\$1,541.00</b>	<b>0.0</b>	<b>13.0</b>	<b>2.0</b>
<b>200</b>	<b>Data Analysis</b>					
201	Organize collected data	3.0	\$342.00			3.0
202	Process data to calculate performance measures	10.0	\$1,114.00		2.0	8.0
203	Prepare report to summarize study & results	17.5	\$1,941.00	1.5	12.0	4.0
204	Prepare maps of study area & speeds/traffic flow	14.0	\$1,596.00			14.0
		<b>44.5</b>	<b>\$4,993.00</b>	<b>1.5</b>	<b>14.0</b>	<b>29.0</b>
<b>300</b>	<b>Final Coordination</b>					
301	Meet w/ Town officials to discuss results & next steps	4.0	\$566.00	2.0	2.0	
		<b>4.0</b>	<b>\$566.00</b>	<b>2.0</b>	<b>2.0</b>	<b>0.0</b>
<b>MAN-HOUR / TASK COST TOTALS</b>		<b>63.5</b>	<b>\$7,100.00</b>	<b>3.5</b>	<b>29.0</b>	<b>31.0</b>
<b>300</b>	<b>Equipment Costs</b>					
301	Digital traffic counter (\$115/day per counter)	4 @ 2 days	\$920.00			
	<b>SUB-TOTAL</b>		<b>\$920.00</b>			
<b>TOTAL COSTS</b>			<b>\$8,020.00</b>			

4 Data Collection Points

Agenda 12: Howard Construction Site



# Interlaken Planning Commission Report Thru 2018-11-05

**To:** Interlaken Planning Commission

**From:** Epic Engineering (Joe Santos)

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## General Comments:

### 1. Meeting(s)

1.1. Planning Commission Meeting

### 2. Key Task(s)

2.1. Approval of Permit Requests

2.2. Update members of outstanding permits

### 3. Key Schedule(s)

3.1. N/A

### 4. Item(s)

4.1. N/A

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Project / Task(s)	Description	Initiation Date	Status	Responsible Party	Projected Completion Date	Completion Date
<b>Modified/Changed Dates in Red</b>		<b>Required/Requested Information in Orange</b>		<b>Completed/Old Tasks in Grey</b>		
<b>General</b>	<b>Water Rights</b>					
		2016/2017	Preparing update on transfer recommendation.	Epic		
	Conference Call and Prepare Amended Memo	7/25/2017	To clarify the confusion surrounding Town water rights, conference call was held with PC member Bill Goodall, Don Olsen of Epic, Lindsay Minck of Epic, Josh Call of Epic, and Eric Jones of the UTDWR. Amended memo will be delivered based upon conversation.	Epic	7/25/2017	7/25/2017
	Amended Memo	7/25/2017	Memo Amendments complete, submitted to Town Council 8/29/2017	Epic	8/28/2017	8/29/2017
	Town Council Action	8/29/2018	Awaiting Action by Town Council	TC	?	
<b>16IKB002</b>	<b>Lot 115- Howard Residence</b>					
	Building Permit		Approved and issued 6/29/2016	Epic		6/29/2016
	Stop Order		Issued stop order due to missing dumpster and porta-potty.	Epic		
	Stop Order Lifted		Issues resolved and work to resume.	Epic		
	Inspections	8/8/2016 10/11/2016	Initial Inspections Underslab Plumbing			8/8/2016 10/11/2016

Project / Task(s)	Description	Initiation Date	Status	Responsible Party	Projected Completion Date	Completion Date
	Update	9/15/17 11/6/17 11/21/17 01/28/18 4/13/2018 4/30/2018	Framed, Windows installed. No electricity in house, waiting for Heber Power. Waiting on permission from neighbors to dig trench for powerline. Called for Update, no answer. Porta-potty concerns, will use Connor's porta-potty. Wrapping up exterior skin, then project will be on hold until spring when utilities can be dug and interior can be worked on Emergency inspection due to unclean site conditions. Site currently being cleaned up, workers were cleaning 4/29 and will clean 5/1. Epic to perform inspection 5/2.	Epic      Epic		
	Update	6/11/2018  11/05/2018	Working on utilities and connections, coming up June 25 to continue project. Project should be fully staffed July 4 <sup>th</sup> on until the end of summer. Left VM. Resolving Fire Sprinkler Concerns and construction continues.	Builder		
<b>16IKB004</b>	<b>Lot 218- Frank Residence</b>					
	Building Permit		Approved and issued	Epic		3/23/2016
	Inspections		Footing Underground Temp power			12/6/2016

Project / Task(s)	Description	Initiation Date	Status	Responsible Party	Projected Completion Date	Completion Date
	Update	9/15/17	Having problems with steel fabricators, contractor hopes to have steel in by end of month.	Builder	11/15/2017	
	Site Issues	9/18/17	Erosion and No Dumpster Issues Reported to Epic.	Epic/PC	9/18/2017	9/18/2017
	Site Issues	9/17/17	Contractor will get a dumpster to the property, Contractor reports there is no erosion, that it is due to roadbase.	Epic/PC	9/21/2017	9/27/2017
	Update	11/2/2017 1/29/2018 3/5/2018 3/27/2018 4/15/2018 11/05/2018	Framing is completed, Windows and Doors ordered, experiencing delays with Questar Gas Install see 17IKB005. Prepping for a 4-way inspection by the end of the week. Had 4-way and insulation, waiting on home owners to select siding. Waiting on home owners to select siding. Contractor has removed sediment from the roadway. Instructed by Town Clerk to revegetation according to approved Grading plan. Left VM. Gas Inspection passed, construction progressing slowly.	Builder     Builder	3/1/2018	
<b>17IKB002</b>	<b>Lot 203- Simpkin's Landscaping</b>					
	Landscape Permit	6/16/2017	Epic sent memo regarding proposed approval on 6/16/2017 with understanding no work to be performed in ROW. Previous ROW work to be examined after attorneys look at it.	PC	6/16/2017	6/16/2017

Project / Task(s)	Description	Initiation Date	Status	Responsible Party	Projected Completion Date	Completion Date
	Town ROW	6/26/2017	Town attorney is trying to get to the bottom of the ROW issue and where to go with the ROW for this lot and all ROW in the Town.	Town Attorney		6/30/2017
	Planning Commission	6/26/2017	PC to measure from platted/surveyed centerpoint of "cul-de-sac" based upon measurements of retaining walls from the centerpoint determines next step.	PC	8/1/2017	8/7/2017
	Recommendation to TC	8/7/2017	PC made recommendation to TC regarding project approval. TC to decide how to proceed.	TC	8/7/2017	8/7/2017
	Building Permit	4/27/2018	Building Permit Issued	Epic		
	Update	11/05/2018	On hold, nothing to report.	Builder		
<b>18IKB001</b>	<b>Sheldon Residence</b>					
	Building Permit	4/20/2018	Building Permit Issued	Epic		
	Update	5/10/2018 11/1/2018	Soil Excavation Issue-placed soil as fill on neighboring lot. Not approved or permitted. Passed shower pan inspection and construction is progressing.	Epic		
<b>18IKB002</b>	<b>Daines Residence</b>					
	Building Permit Application	4/27/2018	Planning Commission comments and Epic Site review comments sent back to Daines. Structural review redlines to be sent 5/1	Epic/PC		

Project / Task(s)	Description	Initiation Date	Status	Responsible Party	Projected Completion Date	Completion Date
	Site Issue	8/31/2018 8/31/2018 9/10/2018 10/1/2018	SWPPP concerns, there are large amounts of soil that could run into road and create a mess. Emailed and called to notify of issue Emailed and called again to warn, contractor instructed to fix silt fence or explore other BMPs to prevent any issues. Reminded of SWPPP implications at inspection.	Epic Owner		
	Update	9/10/2018 11/1/2018	Foundation walls have passed inspection, construction progressing. Temp. Power Inspection passed.	Epic Epic		
<b>18IKB003</b>	<b>Gladwin Garage</b>					
	Building Permit	7/31/2018 9/11/2018	Building Permit Application Conditional Building Permit Issued	Epic Epic	8/29/2018 9/11/2018	 9/11/2018
	Update	9/10/2018 11/1/2018	Structural issues on building permit application have delayed issuance of permit. Epic recommends issuance of conditional excavation building permit, so that construction can begin while structural issues are resolved. Construction progressing, passed footing inspection.	Planning Commission Epic	9/10/2018	9/27/2018

Project / Task(s)	Description	Initiation Date	Status	Responsible Party	Projected Completion Date	Completion Date
<b>18IKB004</b>	<b>McNaughton Remodel</b>					
	Remodel Permit	10/13/2018	Building Permit Application	Epic	11/05/2018	
		11/5/2018	PC recommended to TC for approval	TC	11/05/2018	
<b>18IKB005</b>	<b>Talbot Site Disturbance</b>					
	Site Disturbance Permit	10/2018	Stop work order issued for construction without permit.	Epic	11/05/2018	
		10/17/2018	Site Disturbance Permit Application	Epic	11/05/2018	
		11/5/2018	PC recommended to TC for approval	TC	11/05/2018	



## Draft Interlaken Town General Plan

October 3, 2018

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## Introduction

Before the Town of Interlaken was incorporated, the Interlaken Estates Subdivision Covenants, Conditions and Restrictions (CC&Rs), dated 11/7/72, (provided in **Appendix A**), served to guide local decision making. The opening line in this document aptly describes the intent of the original development: *“NOW, THEREFORE, in order to protect the natural beauty and to develop a harmonious and well-regulated summer home area ,...”*

Interlaken Town, Wasatch County, Utah, was incorporated as a municipality on May 20, 2015. The format for General Plan development is based on elements prescribed by Utah Law, combined with a sincere desire to acknowledge our Town’s unique 46 year history.

## Process

On August 8, 2017, the Interlaken Planning Commission issued a Public Notice and announced the formation of a General Plan Task Force, inviting all community members to participate in Plan preparation. As part of General Plan preparation, community feedback regarding various community issues was obtained through the administration of a Survey. The Survey results were reviewed by the General Plan Task Force (as well as associated community feedback) and priorities were considered in the development of the General Plan. The specific survey questions used to develop the General Plan are provided provided in **Appendix B**. After a year of writing and reviews among the Town Council and Planning Commission, on August 13, 2018 the Draft General Plan was recommended for review to by Planning Commission. The Town Council, the General Plan Task Force, and the public at large were invited to review and comment on the Draft General Plan. Following that review period, the Planning Commission will take into account the comments and revise the Draft General Plan into a Final General Plan for adoption by the Town.

In general, the process followed by the Town of Interlaken reflects the General Plan development process followed by Wasatch County, which reads as follows:

- 1. Background. The background material is an inventory of existing land uses, infrastructure, physical constraints and population distribution that have an influence on how development will occur in the County during the next 15 years. The background section contains maps, plats, charts and descriptive materials which characterizes the existing conditions in the County.*
- 2. Public Input. Citizens of Wasatch County were provided an opportunity to assist the Planning Commission in identifying issues of public concern through three public scoping meetings and a telephone public opinion survey. The defined issues were then reviewed by a committee of 100 citizens which were divided into four subcommittees. Each subcommittee was assigned one of the following elements of the general plan: land use, economic development, transportation, and public facilities, to review the public issues associated with that element. The subcommittees then recommended public policies to the Planning*

*Commission regarding the identified issues. These public policies provided guidance to the development of the general plan.*

*3. The Plan. The plan was then developed based on a combination of background information with regards to existing land uses, infrastructure, physical constraints and public policies established by the committee of 100 citizens and recommended to and accepted by the Planning Commission for land use, economic development, transportation and circulation, public facilities, rehabilitations, redevelopment and conservation, and implementation.*

*4. Implementation. Implementation consists of regulations, programs and policies which will be employed to carry out the intent of the plan. The regulations are in the form of the Wasatch County Development Code which covers zoning and development procedures. Programs include the preparation of capital improvement lists which identify projects, their costs, and when they are anticipated to be constructed in order to meet the needs of the public. Policies include such things as when water and sewer facilities are required to be extended into new areas and the administration and enforcement of zoning and development regulations.”*

## Legislative Authority

Interlaken Town has legally prepared and adopted the following General Plan, in accordance with Title 10, Cities and Towns, Chapter 9 Municipal Land Use Development and Management, Part 3 - General Plan of the Utah Code, Annotated. There is a significant list of Utah Laws that apply to content, preparation, and presentation of General Plans, which are included in **Appendix C** for reference.

Utah Law 10-9a-401 requires, “each municipality to prepare and adopt a comprehensive, long-range general plan for present and future needs of the municipality; and growth and development of all or any part of the land within the municipality.” Utah Law 10-9a-403 lists which elements are required in the General Plan and lists a number of optional elements. A General Plan should also include, “any other element the municipality [Planning Commission] considers appropriate.” After considerable thought, the General Plan Task Force has included a special element regarding inclusion of part-time residents. Given the history of our Town’s development, we feel the participation by part-time residents is both appropriate and important for the continuity and harmony of our community. Part-time resident involvement in town business matters, as well as their knowledge of past Town decisions is a significant information source and benefit for our future.

## Uses of a General Plan

This General Plan was developed with consideration of portions of the Wasatch County General Plan that will be quoted at length here. The five basic uses for the General Plan are appropriately categorized as follows:

*“1. A guide to the Planning Commission and County Commission as they evaluate proposals for improvements to or changes in the County’s infrastructure.*

2. *A guide to the Planning Commission and County Commission as they review requests for the approval of development projects.*
3. *It is the framework which guides the establishment of policies regarding: zoning, the development code, and capital improvement programming.*
4. *It is the source of information with regards to public policies useful in making decisions concerning plans for future development.*
5. *It also is a source of information with regards to public policies that may have any impact on a single parcel of property.”*

## Town and Heber Valley History

Interlaken Estates, as originally platted, was accepted by the Wasatch County Commission in August of 1969. As stated in the opening line of the Interlaken Estates Subdivision CR&R's, dated 11/7/72: "NOW, THEREFORE, in order to protect the natural beauty and to develop a harmonious and well-regulated summer home area,...", This original goal continues to reflect the spirit of our community.

For nearly 50 years, Interlaken Estates was run by a mutual water company with a broad reach. This "governing structure" is a unique and important part of the history of Interlaken Town. Interlaken Mutual Water Company (IMWC), a non-profit corporation, was formed in 1969 to provide water for domestic and culinary use of the development as well as to maintain its roads and enforce the development's CC&Rs.

Interlaken Town, Wasatch County, was incorporated as a municipality on May 20, 2015. The IMWC was dissolved and all its assets, liabilities and the water system were transferred to the Town in December 2015. The Town of Interlaken continues to be a harmonious mountainside residential community, attracting citizens from around the world. We are a diverse group of fun loving people who have chosen to make Interlaken our home.

Interlaken enjoys year-round, breathtaking mountain views. Its members cherish the community's hillside location with abundant natural vegetation and wildlife, pristine water, and winding roadways characteristic of mountain villages. Tucked in a corner overlooking the Heber Valley, Interlaken is surrounded on three sides by the Wasatch Mountain State Park. Because Interlaken is limited to residential lots, the townsfolk enjoy natural peace, solitude, and limited traffic while having convenient access to many Heber Valley businesses and recreation opportunities.

The Heber Valley was first the home of Fremont Indians and their descendants, including the Ute and Shoshone. Later, Spanish friars traversed the area while looking for a passageway between New Mexico and California. Over several hundred years, small villages were established, primarily along the Provo River and its tributaries. Hunters and trappers in search of beaver and mink frequented the area, following trails and footpaths worn into the earth by Indians.

Most of the early settlers were Mormons from Utah Valley and emigrants from England. In 1858, about ten years after the Mormons arrived in Salt Lake Valley, William M. Wall (Town of Wallsburg), George W. Bean and Aaron Daniels (Town of Daniels) established ranches in Heber Valley. In that same year, a surveyor from Provo laid a section of land north of the present city of Heber and divided it into twenty-acre farmsteads. A road was constructed through Provo Canyon, connecting Heber Valley and Utah Valley. By 1860, over two hundred people were busy working in the valley and eighteen farmers had decided to make Heber Valley their permanent home. In 1862, the legislature established Wasatch County.



Nearby Heber City was named after the Mormon official Heber C. Kimball and incorporated in 1889. Before this time, it was simply called Upper Provo Valley. In 1889, a branch of the Denver & Rio Grande Western Railroad was completed, connecting Heber City with the outside world. In 1901, a telephone exchange was set up in a private home and served twelve telephones. In 1909, the people of the valley completed construction of the Heber Light and Power generation system, which is now an interlocal utility owned by the Cities of Heber, Midway and Charleston.

Interlaken overlooks Midway City, which was founded in 1866 as a fort between the two nearby settlements - hence the name "midway". From the 1860s through the 1880s, a large number of English, Swiss and other immigrants arrived to settle the area, and the town was officially incorporated in 1891.

Historically the area's economy was based on livestock and farming, and later based on mining operations in Park City. Hot spring resorts have been present since the 1880's and today recreation and tourism at local resorts, as well as the neighboring mountains, reservoirs and State Parks, are vital aspects of the valley's economy.

Please visit the Town website for more information: <http://www.town-of-interlaken.com/>

## Community Vision

- A. What makes Interlaken great?
  1. Situated on a hillside and surrounded on three sides by the Wasatch State Park, Interlaken Town enjoys year round, breathtaking views, with abundant open space, scenic vistas and natural areas.
  2. A quiet, rural setting due to its limited residential size, town folk enjoy natural peace, solitude, and limited traffic.
  3. Having ownership and maintenance control over a private water well, the Town

is able to provide untreated, pristine water to all residents.

4. The preference for the majority of people to participate in a Dark Sky environment enables wonderful views of the night skies.
5. Easy access to hiking and biking trails to Wasatch State Park and Midway trails system from our borders.

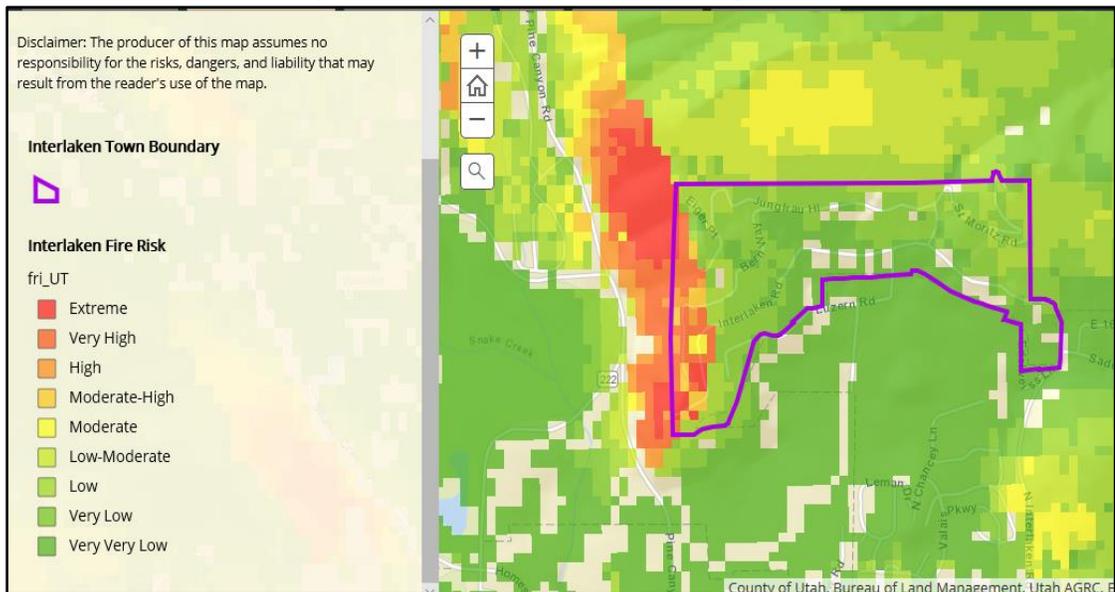
**B. Issues facing Interlaken:**

1. Snow removal due to the width and grade of steepness of the roads. Lack of areas to push the snow during heavy snowstorms.
2. Wild fires. Wildfire Risk represents the possibility of loss or harm occurring from a wildfire and is displayed in the Utah WRA by the Wildfire Risk Index. Wildfire Risk combines the likelihood of a fire occurring (Threat), with those areas of most concern that are adversely impacted by fire (Fire Effects), to derive a single overall measure called the Wildfire Risk Index.

The following map (provided by the Bureau of Land Management) presents the fire risk for Interlaken and surrounding areas and is the official source for local and state fire services. This map is made available to the community on the Town’s website, on the Interlaken Web Map’s “Wildland Fire Risk” Tab, which is located at the following weblink:

<https://epiceng.maps.arcgis.com/apps/MapSeries/index.html?appid=8b37bc3e40ab48aaa244131d06c4d516>

**Wildland Fire Risk Map (for Interlaken and Surrounding Areas)**



3. Speeding vehicles thru the town’s narrow, winding roads.

4. Vehicles parked along the narrow roadways limiting emergency vehicles- and the view of oncoming traffic.
5. Controlling noxious weeds and dead vegetation throughout the community and improving community awareness regarding these issues.
6. Awareness of citizens to maintain a 30 foot fire wise vegetation clearance around their homes and associated structures (garages, sheds, etc.) and removing dead tree, bushes and pruning materials.
7. Identifying or creating a location for the Town to place garbage within the Town's boundaries
8. Home owners/residents not complying with Town Dark Sky initiatives.
9. Volunteerism - the lack of citizen participation and involvement in town committees, especially for the *existing "Roads & Emergency Preparedness Committee" and "Fire Safety Committee"*.

C. Future Vision for Interlaken Town:

1. To maintain the municipality as a residential community in a safe environment surrounded by natural beauty, vegetation and wildlife.
2. Ensure safe roadways with proper repair, upkeep, snow removal, access for emergency vehicles-fire trucks and ambulances, and perform roadway planning activities, as necessary (such as Road Studies and other long range planning activities).
3. Continue to enforce illegal parking and speeding in the town.
4. Continue to apply Firewise guidelines provided by the National Fire Protection Association at [www.nfpa.org](http://www.nfpa.org). Continue wildfire abatement with community chipper days and encouraging homeowners to mitigate and landscape with defensive space. Continue cooperation with Wasatch County Fire by participating in the FFSEL agreement.
5. Preserve and maintain the water system by long range planning and securing appropriate funding to support developed plans. Educate residents on contamination prevention to safeguard water resource.
6. Encourage and support maintaining residential views and dark skies. Interlaken will refer to the *Dark Sky Manual for Homeowners, prepared by Utah Department of Natural Resources (DNR), Utah State Parks* to identify methods to support dark skies (Provided in **Appendix D**).



## Land Use

The land use chapter is an attempt to organize future development and guide community leaders to place development in the most suitable areas of the Town. Land Use Plans can assist leaders in providing efficient and cost-effective public services, preserving open areas and important historical areas, locating parks and trails, and to insure an appropriate mix of housing styles, commercial growth and business opportunities, if they apply.

The goal of the Interlaken Land Use Plan is to provide a pattern for the location, distribution and character of future land uses. As a guideline, the Land Use Plan is not a zoning document. Property may be zoned or rezoned by ordinance of the Town Council after properly held public meetings. The Land Use Plan is composed of the Plan itself, together with the Land Use Plan Maps (both Zoning and Official), which need to be finalized when available from surveyor.



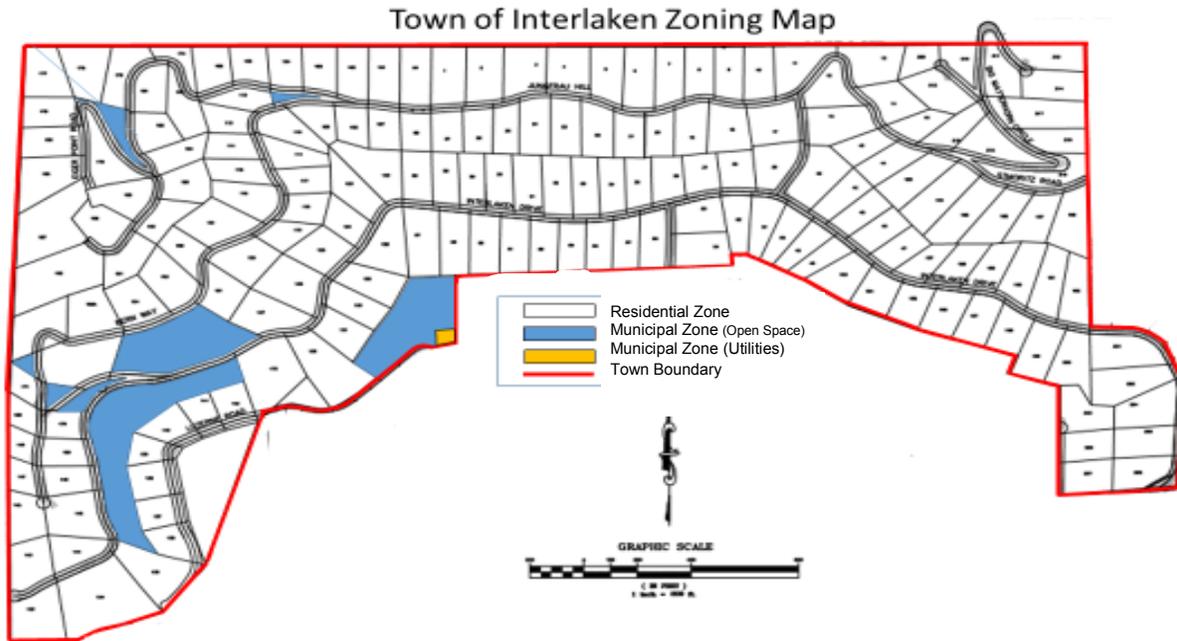
### Land Use Zones, Including Present and Future Needs

Utah law requires this General Plan Land Use Element to designate the long-term goals and the proposed extent, general distribution, and location of land for housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and other categories of public and private uses of land as appropriate. This section addresses current and potential future uses of the following land categories, with details for each provided below.

#### Current and Potential Future Uses

- Residential
- Commercial
- Municipal – limited to public buildings and open spaces
- Industrial
- Sensitive Lands Overlay
- Agricultural Protection Area
- High Slopes
- Recreational Area(s)
- Drinking Water Source Protection
- Educational Area
- Other Private Uses of Land





## Residential Zone

The objective in establishing a Residential Zone is to maintain existing residential areas within the Town which include lots with single-family dwellings surrounded by natural vegetation and other plantings. A safe family living environment, including low traffic levels and quiet residential conditions are desired for this zone.



### Present Uses

- Single-family dwellings and related accessory buildings and uses.
  - Accessory uses and buildings include garages, storage sheds, personal greenhouses, and carports.
  - A maximum of one dwelling unit and one accessory building will be allowed for each legal lot.
- Customary household pets.
- Temporary buildings and yards for the storage of materials and equipment incidental to the construction of dwellings.
- Home occupations that are unobtrusive and compatible with residential uses.
- Long Term Rentals

Prohibited Uses include multi-family dwellings, short-term rentals and livestock (with the exception of family use hen chickens which have been accommodated by the town).

Future Use – Refer to **Town of Interlaken Zoning Map** (provided above)  
 Projected building intensity: As of August 2018, there are 38 residential lots with potential for future construction (counting 66 A & B as one lot).

Buildable lots: Based on a recent code change reducing front property setback to 30 feet from the centerline of the existing roadway right-of-way, all open lots are buildable.

## Municipal Zone

The Municipal Zone allows Interlaken Town to control use of public buildings and grounds required to provide municipal services to the community.

Present Use Interlaken Municipal Zone parcel areas are (listed below). The existing code identifies this land as Municipal Zone and allows *“Any use as permitted by Interlaken Town Council for the purpose of serving the community.”* Most of the current lots currently zoned “Municipal” are open space. The Interlaken community is committed to protecting open space, scenic vistas and natural areas, pursuant to Interlaken Code Title 11, Section 11.01.010 Intent and Purpose (J) and the General Plan Survey results. However, the preservation of open space is not specifically stated in the current

### Interlaken Municipal Land Use Area Lots

Lot #	Ownership	Location
172	Municipal	371 Bern Way
None	Municipal	South of lot 178
None	Municipal	East of lot 112
None	Municipal	West of 127
None	Municipal	Pump house
None	Municipal	West of 173
None	Municipal	North of 171

Future Use – No other additional use is recommended. Municipal Zone description in Title 11 s be modified to better clarify the Municipal Zone will be managed to provide municipal services to the community and to promote the retention of Interlaken Town’s rural atmosphere and preserve a variety of types of open spaces, scenic vistas, and natural areas. This recommended change will better support the current language in Interlaken Code Title 11, Section 11.01.010 (J).



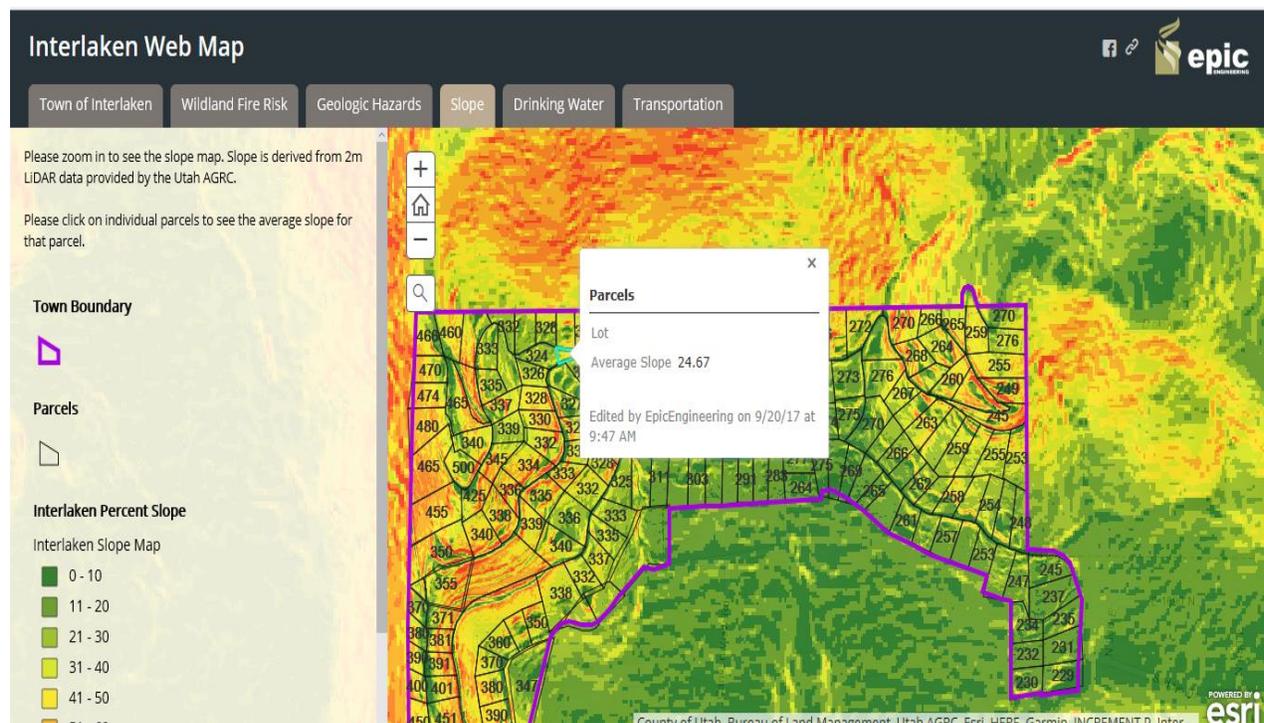
## Sensitive Lands Overlay Zone

The current Interlaken Town code includes a Sensitive Land Overlay Zone that includes requirements and protections for land having steep slopes (lots having an average slope greater or equal to 25% grade) and land use controls to minimize environmental impacts. Interlaken will continue to evaluate retaining only the specific controls necessary for steep slopes in this zone, and relocating the remainder of the code in this section to the Residential Zone, since these provisions apply to the entire Town. Interlaken will additionally evaluate codifying Stormwater Pollution Prevention Plan (SWPPP) construction practices for small sites to minimize stormwater impacts from construction activities to roadways, property owner and common areas.

The sensitive hillside (steep slope areas) are delineated on the interactive “Interlaken Slope Study Map” which is accessible through the Town’s website at the following weblink and is presented below:

<https://epiceng.maps.arcgis.com/apps/MapSeries/index.html?appid=8b37bc3e40ab48aaa244131d06c4d516>

## Interlaken Slope Study Map



## Commercial Zone

Commercial zones are typically established as districts in which the primary use of the land is for planned and integrated commercial and service uses.

Present Use – none

Future Use – none identified or recommended.

### Business and Industrial Zones

Business and Industrial Zones are typically provided for development of offices, research and development institutions, and light manufacturing establishments.

Present Use – none

Future Use – none recommended.

### Agricultural Protection Area Zone

Utah law states: *“Identify and consider each agriculture protection area within the municipality; and avoid proposing a use of land within an agriculture protection area that is inconsistent with or detrimental to the use of the land for agriculture.”*



The existing properties within the incorporated Town of Interlaken boundaries do not include agricultural lands, or agricultural use of said lands, THEREFORE, no existing, or planned agricultural protection area rules, requirements, or ordinances apply within our incorporated boundaries.

Present Use – none

Future Use – none recommended

### Recreational Area(s)/Zone – (see detail in **Recreation, Parks and Trails Element**)

The purpose of a Recreational Zone is to guide the creation, as well as continuation of recreational development configured around the unique physiographic characteristics of the Interlaken Town area.



Present Use – open spaces provided by municipal zone area parcels – see **Common Area Zone**

Future Use – Pursuant to the Survey feedback received, some town members have expressed interest in preserving access points to walking/biking trails, including connecting trail systems with Midway, the State and Wasatch County trails and parks. Interlaken will consider the input of the community prior to establishing recreational uses for any Common Area.



## Educational Area/Zone

Educational zones are typically established as districts in which the primary use of the land is for planned and integrated schooling and associated uses.

Present Use – none

Future Use – none recommended

## Other Private Uses of Land – Long Term Rentals and Home Occupations

Present Use – long term rentals and home occupations, as identified in the Residential Zone

Future Use – long term rentals and home occupations as identified in the Residential Zone; no other potential uses are foreseen at this time.

## Other Subjects related to Land Use - Roadway right-of-way, Land Use Authority, Land Use Maps (Official Town Map, Interactive Web Maps), and (other) Land Use Reference Materials & Resources

### *Roadway Right-of-Way*

Interlaken has codified appropriate roadway right-of-way language to better support the Town and property owners and will provide updates to the Code as necessary.



### *Land Use Authority*

Utah law requires municipalities to identify and assign land use Authority. To limit potential legal costs, towns are allowed to establish an appeal authority. If the matter cannot be resolved by the appeal authority then it goes to District Court and legal representation is required.

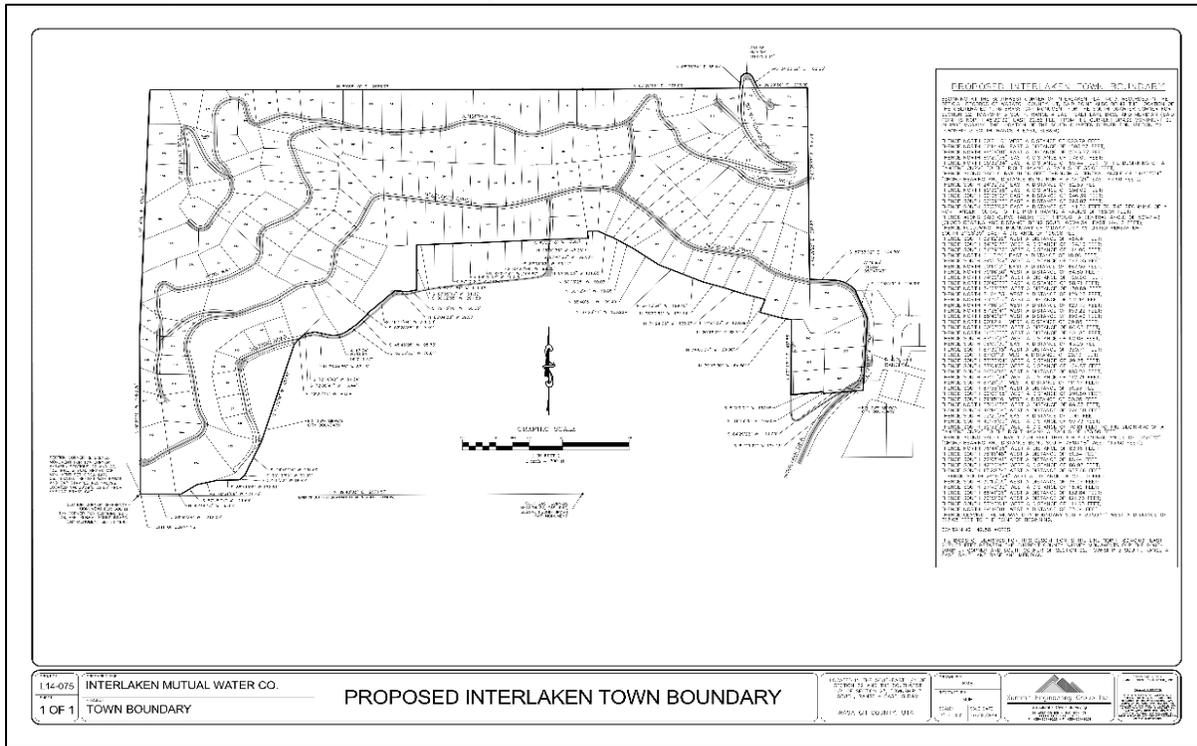
Interlaken will review and amend (when necessary) the current town code to ensure Land Use Authority is consistently defined.

### *Land Use Maps - Official Interlaken Town Map*

Interlaken maintains an official recorded Town Boundry Map and Right-of-Way Survey (Record of Survey) Map, which are accessible for public reference on the Interlaken Website (Documents/Maps and Surveys) which are included below. The Official (Interlaken) Boundry Map is presented below and is available at the following weblink provided on the Interlaken Town website:

[http://docs.wixstatic.com/ugd/cbb01e\\_b21591676bfb4b3695db187529972099.pdf](http://docs.wixstatic.com/ugd/cbb01e_b21591676bfb4b3695db187529972099.pdf)

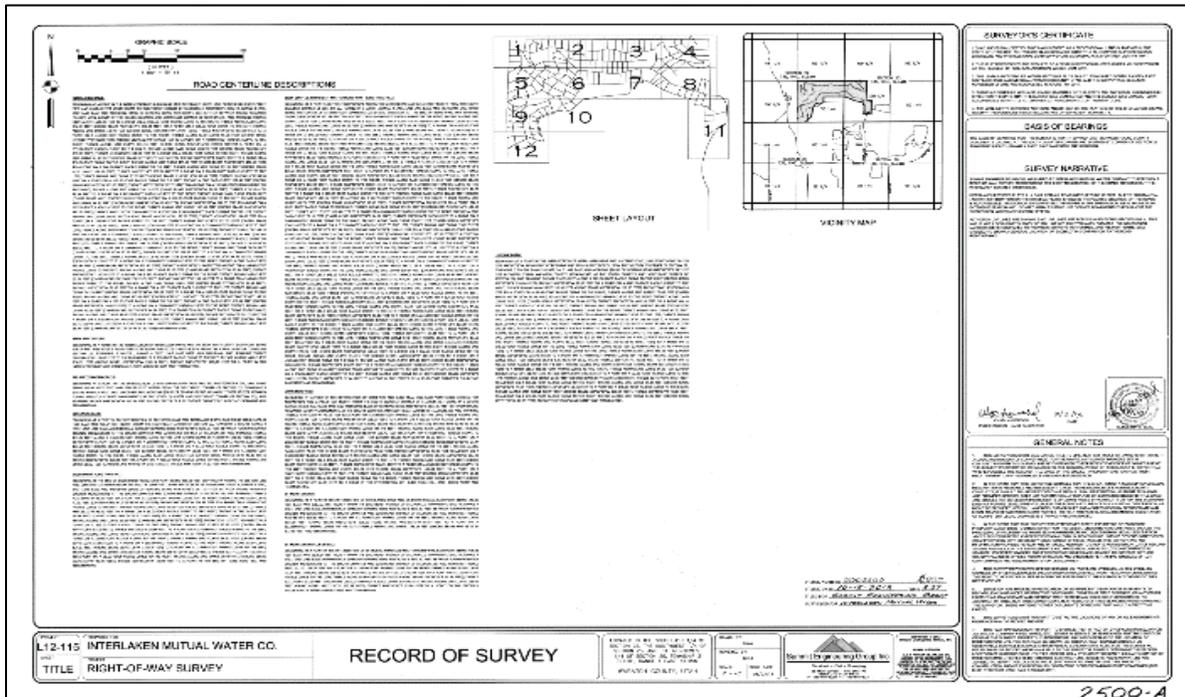
# The Official (Interlaken) Boundry Map



The Official (Interlaken) Right-of-Way Survey (Record of Survey) Map presented below and made available at the following weblink provided on the Interlaken Town website) consists of the following Title Page (plus 11 pages of detail not shown below):

[http://docs.wixstatic.com/ugd/cbb01e\\_7e328420d25244c98732b3b63c5f6059.pdf](http://docs.wixstatic.com/ugd/cbb01e_7e328420d25244c98732b3b63c5f6059.pdf)

# Interlaken Right-of-Way Survey (Record of Survey) Map



## Land Use Maps - Interlaken Web Map

Interlaken provides a link to an interactive Interlaken Web Map(s) on the town's website, for public access/reference. The Interlaken Web Map (weblink) is maintained by the Town's contracted engineer. Interlaken will update the Interlaken Web Map, as necessary.

The Interlaken Web Map Home Page (presented below) and all referenced Tab pages can be found at the following weblink:

<https://epiceng.maps.arcgis.com/apps/MapSeries/index.html?appid=8b37bc3e40ab48aaa244131d06c4d516>

### Interlaken Web Map

**Interlaken Web Map**

Town of Interlaken | Wildland Fire Risk | Geologic Hazards | Slope | Drinking Water | Transportation

Welcome to Interlaken Town!

The Town of Interlaken has the most spectacular views of any housing area within the Heber Valley. We are a diverse group of fun loving people from various parts of the world, who have chosen to make Interlaken Estates our home.

Recreation opportunities abound. We are within 10 minutes of the Mayflower Gondola, serving downhill skiing in Deer Valley, Park City, Sundance and The Canyons are about 20 minutes away. We have cross-country skiing and tubing at our world-class venue, Soldier Hollow. We are in close proximity to major water-sport areas such as Deer Creek and Jordanelle reservoirs, not to mention the blue-ribbon fishing of the Provo River. Opportunities for hiking and mountain biking in the 23,000-acre Wasatch Mountain State Park, which wraps around behind us, are steps away. The State Park also features four 18-hole golf courses. With the restaurants of Park City and Sundance nearby and a number of excellent restaurants in our valley as well, the food gourmet should be very comfortable here, indeed.

USDA FSA, Microsoft, esri

## Land Use Reference Materials and Resources

Interlaken Land Use ordinances currently identify various resource materials that may be available for reference for the community (and potential builders). This resource material and information includes the location of sensitive lands, streams, waterways and ditches, map of the 100-year flood plain, and a Spring and Well Protection Zone map. Interlaken will continue to develop and make these materials and information available, budget and resources permitting.

## Transportation

Interlaken is a small mountain town community with transportation facilities that connect the Town to regional systems



while preserving and enhancing our unique natural setting. Created as IMWC in 1972 Interlaken was platted with a public road system, designated as 30 feet wide. Interlaken Drive is the main arterial road with several residential streets (roads) feeding from it. Interlaken's intent is to provide safe and adequate roadways, access to trails and paths for both motor vehicles and pedestrians to use in harmony.

## Roads

The Towns roads are classified as Class C Roads, paved municipal roads, which are designated public roads. As our Towns roads were platted and developed as part of IMWC as public, all roads ownership was transferred to the Town when incorporated in 2015. Interlaken's existing road system is sufficient to provide vehicular and pedestrian traffic but needs to be maintained as future seasonal & year-round population increases. As our road circulation system was platted many years ago, there are no future plans to add additional roads within the town boundaries.



In accordance with the State of Utah law, Town roads are funded by annual road tax and State B&C road funds. These funds pay for annual maintenance, snow plowing and capital improvement fund. Future needs for a transportation plan will help the Town effectively plan for the preservation or enhancement of Town roads. Once identified, the Town may use several methods for the future financing and construction of the facilities including impact fees, capital improvements programming, and cooperation with other appropriate government entities such as Wasatch County and UDOT.

Being a mountain community winter weather often poses a challenge on our road system. As noted in Title 6 – Town Streets, Interlaken has developed seasonal road way restrictions. Our primary focus is to promote a balance of our diverse community's needs, the public's health, safety and welfare was taken into consideration with this section. Interlaken's road policies are enforced by the Wasatch County Sheriffs Department and members of the Town Council & Mayor.

## Road Right of Way Protection

Since the transportation element identifies transportation circulation, the road right of way needs to be maintained and observed by all citizens. In 2013 IMWC commissions a Right of Way Survey, which identifies the Towns ROW, platted roads and existing roads throughout the Town. A copy of this survey is available on the Towns website. As defined in Title 6 – Town Streets, the right of way is measured as 16.5 feet from the center of the existing platted roads.

Additional areas that need to be explored in the future are citizens ability to improve or maintain areas identified in the ROW. Improvement of these areas without approval or considering of long term affects can prove costly to the community and citizens. This

transportation element is required to be reviewed prior to any improvements and development approval, including issuance of any building permit.



## Transportation Objectives

**Goal** - Improve and maintain existing roads to ensure quality and safety for all users.

- Prioritize future road improvements to maintain responsibility in the expenditure of municipal funds for roads.
- The most pressing needs of the Town are to be identified and prioritized. Funds for future improvements and the construction of future updates should then be dispersed according to highest priority.
- Consider the creation of a citizen volunteer Road Improvement committee to provide ways for the community to get involved in the maintenance and upkeep of our roads.
- Interlaken will continue to work closely with Wasatch County and officials of the State of Utah to identify additional funding opportunities to improve our roads.
- Rely on the community to do their part in communicating and identifying areas of concern or need of general maintenance.

**Goal** - Develop ways to protect the safety of all users of roads

- City officials are required to meet at the necessary frequency required to study and implement additional safety measures and programs.
- Ensure safe and efficient movement of automobiles, trucks and other motorized vehicles.
- Provide transportation infrastructure that meets the needs for all types of users, including vehicular and pedestrian traffic.
- If safety is not an issue, the width of roads shall remain as built to limit storm water runoff on to non-pervious materials.
- Ensure that all homes & driveways are properly designed and include provisions for adequate drainage.

## Public Services and Facilities

This chapter addresses the various aspects and policies of public facilities, services and activities in the Town including administrative services, public works, and public safety. The Town, through its organizational structure & volunteers, administers the Town's building permits, water system & roads infrastructure & maintenance.

Municipal Facilities & Services

*Town Administration*

The Interlaken Town administration is virtually based with monthly Town Council meetings held in person at the Town Pump House located at 236 Luzern Drive. Administration and services are managed by the Town Clerk & Mayor. The Towns governing structure is described in Title 1 – General Provisions & Title 2 – Municipal Government located on the Towns website.

The Town’s governing body consists of a volunteer five-member voting council - four council members and a mayor and is the Land Use authority for the Town. The municipality employs approximately 4 people in the administration & water master. The Town’s Planning Commission is a committee of 3 volunteer commissioners & two alternates and meets monthly at the Town Pump House. The Appeal Authority shall hear and decide requests for variances from the terms of the Land Use Title 11. An adverse decision by the Appeal Authority in variance matters may be appealed to district court pursuant to Utah law.

*Public Works*

The Town does not have a Public Works Department yet strives to make the Town an accessible, functioning and healthy community. The Town Clerk and Mayor provide Town facilitation of services and strives to be organized, trained and operate in an orderly, responsible and diligent process.

Ongoing road improvements and maintenance are planned throughout the community during the summer months. Road improvements are scheduled with consideration of the town’s needs for the next ten year period. With these improvements, the Town will need to plan for upgrades in various areas. The Town Council & Mayor are developing an active and proactive program of road maintenance, repair and cleaning is also a needed component to accompany a road improvement program. As our community grows, the functions of a Public Works Department may be created and will be evaluated as part of the Town’s vision.

*Water Master*

The Town manages and maintains its own water system through the assistance of contracted water support services to manage: water pumping, water treatment, new water meter installation/replacement, water meter reading, regulatory sampling and regulatory reporting. The Town manages the water billing directly.



*Public Utilities*

Public utilities are provided to the community in cooperation with Wasatch Country and other entities. These include sewer treatment, electrical power and public safety (see below list). Planning for the future needs of community utilities and infrastructure is imperative, especially

for a Town as unique as Interlaken and limited growth potential. Contact for each entity is located on the Town's website.

**Summary of Utilities Available to Interlaken**

<u>Electricity</u>	<u>Heber Light &amp; Power</u>
<u>Animal Control</u>	<u>Wasatch County Animal Control</u>
<u>Snow Removal</u>	<u>Super Dave's Lawn &amp; Snow Removal</u>
<u>Police</u>	<u>Wasatch County Sheriff Department</u>
<u>Fire</u>	<u>Wasatch County Fire Department</u>
<u>Sewer</u>	<u>Midway Sanitation District</u>
<u>Solid Waste (garbage)</u>	<u>Wasatch County Solid Waste Disposal District</u>
<u>Natural Gas</u>	<u>Dominion Energy</u>
<u>Telephone/Internet</u>	<u>Century Link</u>
<u>Satellite TV</u>	<u>Dish Network/Direct TV</u>
<u>Town Engineer/Building Inspections</u>	<u>Epic Engineering</u>

**Environment**

The Town of Interlaken boasts access to a pristine natural environment and our community takes pride in the peace and quiet afforded by Utah's sagebrush steppe. However, our position as a Wilderness-Urban Interface presents unique hazards.



**Natural Environment**

The Town of Interlaken is situated in the Wasatch Back on a south facing slope overlooking the Heber Valley. Our town receives approximately 22 inches of precipitation a year balanced between winter snowfall and spring/summer rain and has relatively moderate temperatures for the region (Western Regional Climate Center, 2018). Prior to modification by

European-Americans in the late 19<sup>th</sup> through 20<sup>th</sup> centuries, the region was an extensive sagebrush steppe, dominated by sagebrush, rabbitbrush, and Gambel oak with an understory of grasses and forbs. Historically and today this region is home to charismatic animals such as moose, deer, mountain lions, marmots and ospreys, as well as lesser seen and appreciated species like voles and garter snakes.



Tucked into the hillslope and surrounded on three sides by Wasatch State Park affords our town valuable quiet and access to the outdoors. Our residents highly value these attributes, along with the incredible views of Heber Valley as seen from the Town of Interlaken.

### Natural Hazards

This natural beauty is not without hazards, however. Residents need to be aware of geologic hazards including soil hazards, flood hazards, slopes, and seismic activity, as well as other natural hazards like fire.

### Soil Hazards

Many residents of the Town of Interlaken may be unaware of risks to their property posed by soil hazards. Soil properties and limitations can be determined generally by referring to the United States Department of Agriculture's Natural Resource and Conservation Services Survey of Heber Valley, Utah, Parts of Wasatch and Utah Counties. The information in this survey is good for vague determinations, and on-site investigation by qualified persons is necessary to determine precise suitability for any proposed project.



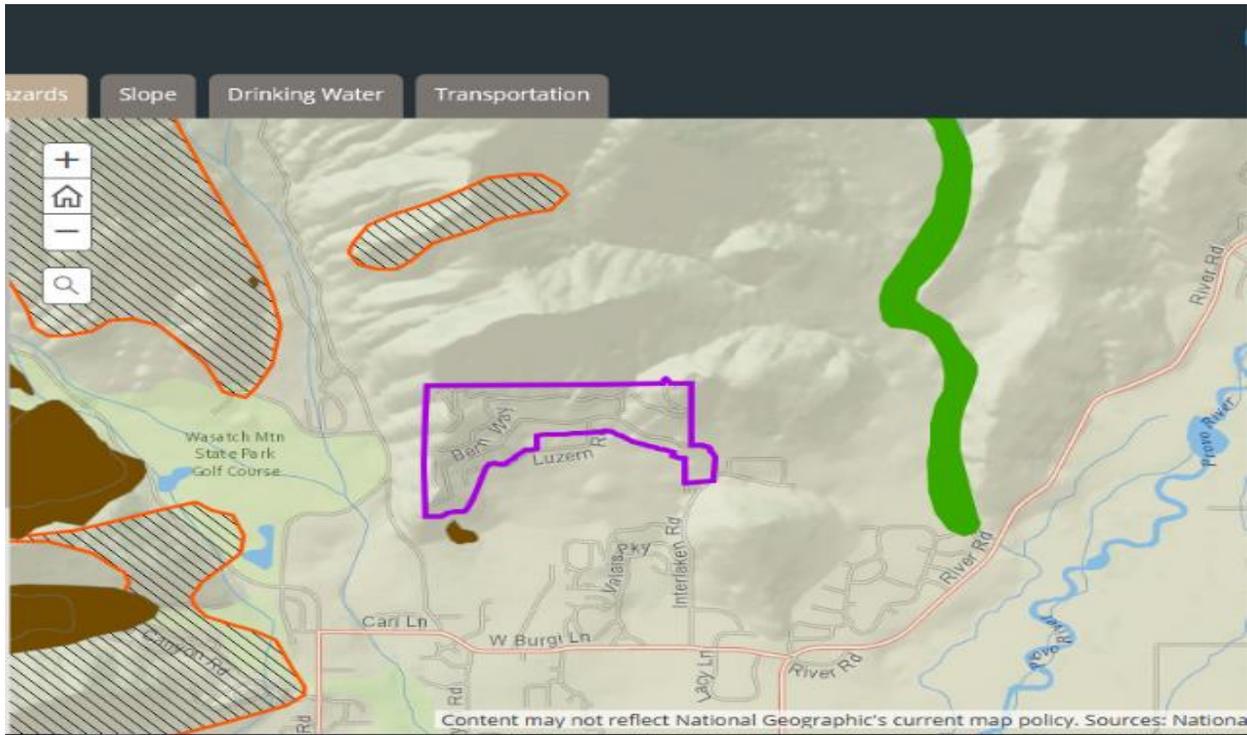
In particular, Epic Engineering has identified “shrink-swell clays” in our town as a potential soil hazard. Shrink/swell potential is, “the relative change in volume to be expected with changes in moisture content, that is, the extent to which the soil shrinks as it dries out or swells when it gets wet. Extent of shrinking and swelling is influenced by the amount and kind of clay in the soil.” If you clay with a high shrink-swell index under your foundation, it can cause your house to shift, resulting in cracked drywall or worse effects. The good news is a foundation excavation soil analysis can be done to identify shrink-swell clay and measures can be taken to mitigate its potential effects.

The Interlaken Web Map is maintained by the Town's contracted engineering firm. The Interlaken Web Map is made available to the public on the Town's website. The Interlaken Web Map includes a tab titled “Geologic Hazards” which identifies the various Soil Hazards in the town

and surrounding area. The Geologic Hazards Map is presented below and is available at the following weblink:

<https://epiceg.maps.arcgis.com/apps/MapSeries/index.html?appid=8b37bc3e40ab48aaa244131d06c4d516>

### Geologic Hazards Map



Geologic Hazards are identified by type and potential. Surrounding the Town of Interlaken are several hazards. The only geologic hazard occurring in the Town is liquefaction potential, however, it is a Very Low likelihood of occurrence.

Liquefaction is defined as when soil behaves like a liquid, having the inability to support weight due to vibrations or water pressure within a mass of soil, causing the soil particles to lose contact with each other. Most often caused by earthquakes.

Landslides are the sliding down of a mass of earth or rock from a mountain.

Debris Flows are geological phenomena in which water-laden masses of soil and fragmented rock rush down mountainsides, funneling into stream channels, leaving a thick mess of mud, rock, vegetation in the flow path.

Collapsible Soils around Interlaken are caused by limestone karsts. Limestone is an easily soluble rock that can form sinkholes and caves with the dissolution of limestone.

Disclaimer: The producer of this map assumes no responsibility for the risks, dangers, and liability that may result from the reader's use of the map.

#### Historic Landslides



#### Historic Debris Flow



#### Collapsible Soils



#### Liquefaction



M



VL

### *Flood Hazards*

Given the 22 inches of annual precipitation the town receives, flood hazards may not be on the minds of many residents. Indeed, the Flood Insurance Rate Map provided by the FEMA Flood Map Service Center (FEMA 2018) considers our town an “Area of Minimal Flood Hazard.” Residents need to be aware that a low potential for a hazard does not mean the risk does not exist. In the event of a fire on the slope above Interlaken the conditions may exist for landslides and other flood-related disasters. Residents are encouraged to take precautions, including appropriate insurance, to mitigate the risk posed to their property.

### *Slopes*

The Town of Interlaken lies on a south facing slope in the north end of the Heber Valley. These slopes can pose a risk of landslide, though measures can be taken to mitigate that risk. Based on input from Epic Engineering and discussion with the Town Council, special considerations and analysis are needed for construction on high slope parcels to ensure hillside stability to prevent substantial loss of or damage to real property, including that under construction as well as surrounding neighbors. It has been recommended that a sensitive hillside or high slope area be delineated where the average slope of any lot is 25 percent or greater as shown in this “Interlaken Slope Study Map” located on the Town’s website.



### *Seismic Activity*

The natural hot pots and conical hills we value so much are the direct result of geologically-recent seismic activity. The potential exists for seismic events in the future and residents need to make themselves aware of the risk. One possible way to reduce the risk of property damage or loss is to ensure buildings be constructed to the requirements of Seismic Design Category ‘D’ of the International Building Code. Interlaken will continue with efforts to identify remedies that are targeted to address this issue for new construction projects moving forward.

### *Fire Hazards*

Wildfire frequency and destructive capability are on the rise across the American West. A description and map of the specific Fire Hazards within Interlaken (and the vicinity), as well as the measures employed by the Town to mitigate these hazards are described in the Community Vision section of this General Plan.



## Moderate Income Housing

Per Utah State Code, town of Interlaken's size are exempt from this element of our general plan. However, Interlaken Town is committed to encouraging all types of affordable housing in our diverse community.

## References

2018 Western Regional Climate Center: Snake Creek Powerhouse COOP Station (427909) Summary. <https://wrcc.dri.edu/cgi-bin/cliMAIN.pl?ut7909>, accessed August 12, 2018

Appendix A: CC&R's for Interlaken, Utah

## Appendix A: CC&R's for Interlaken, Utah

RESERVATIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS PERTAINING TO INTERLAKEN ESTATES SUBDIVISION, dated 11/7/72, effective 50 years

### RESERVATIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS PERTAINING TO INTERLAKEN ESTATES SUBDIVISION

THIS AGREEMENT to convey is subject to the following restrictions which will subsequently be filed as restrictive covenants relating to the INTERLAKEN ESTATES SUBDIVISION.

NOW, THEREFORE, in order to protect the natural beauty and to develop a harmonious and well-regulated summer home area, and for the benefit and protection of the present owners of the property and of future owners of various tracts and lots therein, it is, therefore, declared by the owners that all lots or tracts within the above described property are held and shall hereafter be sold, conveyed, leased, occupied, mortgaged, and held subject to the following restrictions, covenants and agreements between the owners and the various subsequent owners and purchasers of said lot or tracts, as between themselves, their heirs, assigns, and successors, and to observe the same for a period of fifty (50) years from this date.

All of said restrictions, conditions, covenants, and agreements shall be made for the direct, mutual, and reciprocal benefit of each and every lot or tract included in the above-described property and shall be intended to create mutual and equitable servitudes upon each of said lots or tracts in favor of each of the other lots or tracts, and to create reciprocal rights and obligations between the respective owners of said lots or tracts and to create a privity of contract and estate between the owners, their grantees, their heirs, successors and assigns and shall operate as covenants running with the land.

The undersigned, its successors or assigns, or any owner or owners, their heirs, successors or assigns shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the above restrictions. This right shall be in addition to the ordinary legal actions available hereunder, providing that the failure to enforce any of the restrictions, agreements, or covenants herein shall not operate as a waiver of the right to enforce them:

1. No buildings other than one dwelling house and one garage shall be erected on the lots hereby conveyed; no other structures of any kind, type, or style whatsoever shall be erected or placed thereon.
2. In order to assure reasonably attractive homes and desirable over-all appearance, a Building Committee shall be set up, composed of a representative of Interlaken Estates and two other lot owners, appointed by Interlaken Estates initially for a two-year period, which lot owners and representatives shall thereafter be appointed for two-year terms by majority votes of the Committee, and all building plans for the lots shall be approved by a majority of that committee, before construction starts. There shall be no minimum cost required.
3. All dwelling houses erected on the premises hereby conveyed shall have inside plumbing and shall have proper sewage connections. No outbuildings shall be constructed or used for waste or sewage purposes.

**Appendix A: CC&R's for Interlaken, Utah**

4. No temporary dwelling or structure of any kind shall be erected on the premises. No trailer house or similar portable dwelling unit shall be kept or occupied on any lot or tract except while construction of a dwelling on that lot or tract is in progress.
5. No dwelling house or garage shall be erected or placed on the premises hereby conveyed nearer than 30 feet from the exterior line of said premises.
6. No excavating shall be done on said premises further than is necessary to place said lot on grade or for building a dwelling and/or garage.
7. No business of any description shall be conducted upon said premises, or in connection therewith.
8. No animals or fowls shall be kept, raised, or housed upon any lot or tract, excepting the usual house pets.
9. The property will not be used in any manner which will be loud and boisterous, such as to disturb the peace and quiet of the adjoining neighborhood.
10. The lot owner will provide closed containers for garbage, paper, and other waste, and will not permit the same to accumulate on the property.
11. All tracts or lots shall be maintained in their original size and shape, and no lot or tract shall be divided or subdivided or partitioned.
12. No firearms shall be used within the boundaries of Interlaken Estates. Use of firearms in the Wasatch State Park areas surrounding Interlaken Estates is prohibited by law.
13. No fires shall be made on any lot or tract in Interlaken Estates except in incinerators, firepits, fireplaces or other structures providing adequate protection.
14. Water provided through the pipeline system installed by Interlaken Estates will be used for culinary purposes only. Other water uses must be provided for by irrigation, except by special permission of the officers of the water, roads, and sewer committee of Interlaken Estates.

Should any of the restrictions, covenants, or agreements herein contained be found to be invalid, such invalidation shall not in any way affect the remaining restrictions, covenants, or agreements.

IN WITNESS WHEREOF, we have set our hands and seals hereto this 7<sup>th</sup> day of November, 1972.

INTERLAKEN ESTATES

By Burton M. Todd

\_\_\_\_\_  
Buyers

\_\_\_\_\_  
Agent

(Agreement to be signed in duplicate; one copy to be retained by buyers, one by agent)

Appendix B: Town of Interlaken Survey Questions Used For General Plan Development

APPENDIX B – INTERLAKEN SURVEY QUESTIONS USED FOR GENERAL PLAN DEVELOPMENT

Survey Question #	Interlaken General Plan Survey Question Relevant to: <b>Land Use Element</b>	Overall Responses (n=74)		Full Time (n=40)		Part Time (n=29)		Lot Owner (n=7)	
		Importance	Satisfaction	Importance	Satisfaction	Importance	Satisfaction	Importance	Satisfaction
11	Building codes should protect the Town’s natural features and hillside integrity	4.4	3.0	4.5	2.8	4.3	3.3	4.0	2.5
19	The Town should only have residential and municipal zones with no commercial area.	4.5	4.0	4.6	4.0	4.5	4.0	3.9	4.0
20	Town ordinances should prohibit nightly rentals & require 1 month minimum leases.	4.0	3.0	4.3	3.1	3.6	3.0	3.4	2.4
Survey Question #	Interlaken General Plan Survey Question Relevant to: <b>Environment, Sensitive Lands, and Open Space (used in Community Vision, Land Use and Environment Elements)</b>	Overall Responses (n=74)		Full Time (n=40)		Part Time (n=29)		Lot Owner (n=7)	
		Importance	Satisfaction	Importance	Satisfaction	Importance	Satisfaction	Importance	Satisfaction
5	The Town should maintain/enforce lighting standards to preserve visible night sky.	4.2	3.1	4.2	3.0	4.1	3.1	4.1	3.2
6	The Town should maintain/enforce noise standards to preserve the area’s natural quiet.	4.4	3.3	4.3	3.3	4.4	3.4	4.4	2.8
7	Fences within the Town should provide for Wildlife Corridors and Habitats.	4.1	3.2	4.1	3.2	4.1	3.3	4.0	3.4
13	The Town should maintain and enhance open spaces.	4.1	3.1	4.0	2.9	4.2	3.2	4.1	3.4
Survey Question #	Interlaken General Plan Survey Question Relevant to: <b>Transportation Element</b>	Overall Responses (n=74)		Full Time (n=40)		Part Time (n=29)		Lot Owner (n=7)	
		Importance	Satisfaction	Importance	Satisfaction	Importance	Satisfaction	Importance	Satisfaction
39	Traffic safety (speeding, stop signs, lanes) should be controlled & enforced.	3.8	3.1	3.8	2.8	3.7	3.4	4.0	3.4
40	Roadways and roadsides should be maintained for safety and appearance.	4.3	3.4	4.2	3.3	4.5	3.4	4.1	4.0

Key:

Relative Importance color code: Green = high (>4.35), yellow = low (3.05 to 3.74), red = very low (<3.05)

Relative Satisfaction color code: Green = high (>3.35), yellow = low (2.86 to 3.05), red = very low (<2.85)

APPENDIX B – INTERLAKEN SURVEY QUESTIONS USED FOR GENERAL PLAN DEVELOPMENT

Survey Question #	Interlaken General Plan Survey Question Relevant to: <b>Public Services &amp; Utilities Element</b>	Overall Responses (n=74)		Full Time (n=40)		Part Time (n=29)		Lot Owner (n=7)	
		Importance	Satisfaction	Importance	Satisfaction	Importance	Satisfaction	Importance	Satisfaction
10	The Town should encourage energy conservation and recycling.	4.1	2.8	4.2	2.6	3.9	3.0	4.6	2.8
Survey Question #	Interlaken General Plan Survey Question Relevant to: <b>Services - Water &amp; Fire Mitigation</b>	Overall Responses (n=74)		Full Time (n=40)		Part Time (n=29)		Lot Owner (n=7)	
		Importance	Satisfaction	Importance	Satisfaction	Importance	Satisfaction	Importance	Satisfaction
42	The Town & all members should work to reduce wildfire risks, including empty lots.	4.4	3.3	4.5	3.2	4.3	3.3	4.0	3.8
43	The Town should maintain pristine water quality, regularly emailing status reports.	4.7	3.7	4.7	3.8	4.9	3.7	4.3	3.8
Survey Question #	Interlaken General Plan Survey Question Relevant to: <b>Recreation, Parks &amp; Trails</b>	Overall Responses (n=74)		Full Time (n=40)		Part Time (n=29)		Lot Owner (n=7)	
		Importance	Satisfaction	Importance	Satisfaction	Importance	Satisfaction	Importance	Satisfaction
32	The Town should work w/others in the area to meet members' recreational desires.	3.6	3.3	3.7	3.2	3.3	3.3	3.9	3.6
33	The Town should identify and preserve locations for future trails & access points.	4.2	3.3	4.4	3.2	3.9	3.4	4.0	3.6
34	The Town should identify & preserve locations for parks & recreational facilities.	3.4	3.1	3.3	3.1	3.4	3.1	3.9	3.6
35	The Town should create & maintain safe pathways for pedestrians and bicyclists.	3.4	2.9	3.5	2.8	3.0	2.8	4.1	3.4

Key:

Relative Importance color code: Green = high (>4.35), yellow = low (3.05 to 3.74), red = very low (<3.05)

Relative Satisfaction color code: Green = high (>3.35), yellow = low (2.86 to 3.05), red = very low (<2.85)

## Appendix C: List of Laws Relevant to General Plan Development and Implementation

## APPENDIX C: LIST OF LAWS RELEVANT TO GENERAL PLAN DEVELOPMENT AND IMPLEMENTATION

### **Title 10 Utah Municipal Code**

(available at the following webpage: [https://le.utah.gov/xcode/Title10/C10\\_1800010118000101.pdf](https://le.utah.gov/xcode/Title10/C10_1800010118000101.pdf) )

- Chapter 1 General Provisions
- Chapter 2 Classification, Boundaries, Consolidation, and Dissolution of Municipalities
- Chapter 2a Municipal Incorporation
- Chapter 3 Municipal Government
- Chapter 3b Forms of Municipal Government
- Chapter 3c Administration of Metro Townships
- Chapter 5 Uniform Fiscal Procedures Act for Utah Towns
- Chapter 6 Uniform Fiscal Procedures Act for Utah Cities
- Chapter 7 Miscellaneous Powers of Cities and Towns
- Chapter 8 Powers and Duties of Municipalities
- Chapter 9a Municipal Land Use, Development, and Management Act
- Chapter 11 Inspection and Cleaning
- Chapter 15 Pedestrian Mall Law of Utah
- Chapter 18 Municipal Cable Television and Public Telecommunications Services Act
- Chapter 19 Municipal Electric Utility Carbon Emission Reduction Act

### **Chapter 9a Municipal Land Use, Development, and Management Act**

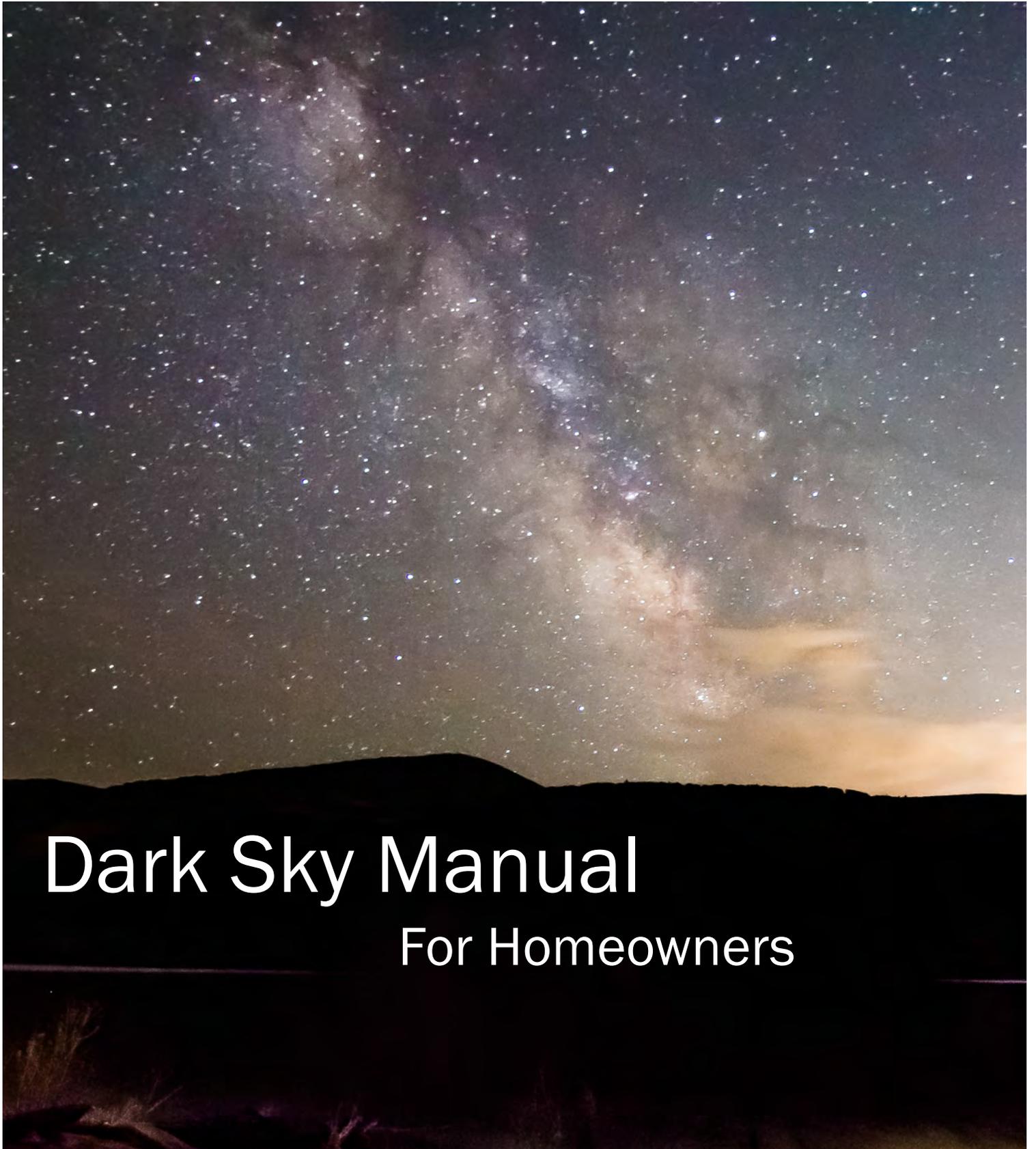
- Part 1 General Provisions
- Part 2 Notice
- Part 3 General Land Use Provisions
- Part 4 General Plan
- Part 5 Land Use Regulations
- Part 6 Subdivisions
- Part 8 District Court Review

## APPENDIX C: LIST OF LAWS RELEVANT TO GENERAL PLAN DEVELOPMENT AND IMPLEMENTATION

### Part 4 General Plan

- Section 401 General plan required -- Content.
- Section 402 Information and technical assistance from the state.
- Section 403 Plan preparation.
- Section 404 Public hearing by planning commission on proposed general plan or amendment –  
Notice -- Revisions to general plan or amendment -- Adoption or rejection by legislative body.
- Section 405 Effect of general plan.
- Section 406 Public uses to conform to general plan.
- Section 407 Effect of official maps.
- Section 408 Biennial review of moderate income housing element of general plan.

Appendix D: Dark Sky Manual for Homeowners, prepared by Utah Department of Natural Resources (DNR), Utah State Parks



# Dark Sky Manual

## For Homeowners

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Resources. ....	Page 9

## Thank You

Thank you for taking the initiative to learn more about how to make your home more dark sky friendly. The first step is education. Then action. Then reaping the benefits of decreasing light pollution by better health to yourself and those around you. The ultimate benefit is to be able to see the stars! When you are successful in making changes to your home, we would love to hear about it! Send photos to [jordanelle@utah.gov](mailto:jordanelle@utah.gov) or to [pattirose@utah.gov](mailto:pattirose@utah.gov). We at Utah State Parks are committed to protecting our natural resources on the ground and above. Please feel free to let us know how this document can be improved.

## Acknowledgement

Most of the technical information gathered in this document was obtained from the International Dark Sky Association's website; <http://www.darksky.org/>. The organization is a great resource and they have done a fantastic job on the site. Please take the time to check it out.

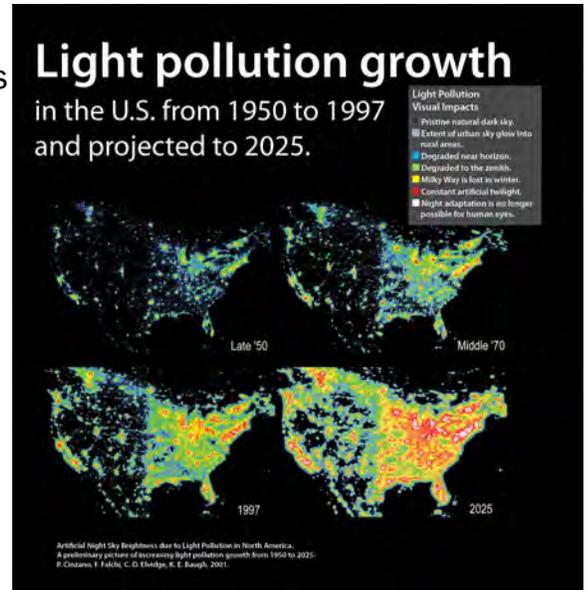


# Why Dark Skies Matter

The Milky Way is vanishing from urban neighborhoods at an astonishing rate. Dark sky friendly choices can eliminate light pollution and provide:

- ✓ Better sleep
- ✓ Better night vision and safety
- ✓ Courtesy between neighbors
- ✓ Brilliant views of the stars

Light pollution is the excessive use of artificial light.



## Light pollution?

Excessive use of artificial light.



**Light trespass** – light falling where it is not intended, wanted or needed.



**Glare** – visual discomfort from excessive brightness.

50% WASTE  
10% GLARE  
40% PRODUCTIVE



**Clutter** – Bright, confusing and excessive groupings of lights.



**Urban sky glow** – the brightening of the night sky from artificial lights over inhabited areas.

## Exposure to Artificial Light at Night Can Harm Your Health

Humans evolved to the rhythms of the natural light-dark cycle of day and night. The spread of artificial lighting means most of us no longer experience truly dark nights.

Research suggests that artificial light at night can negatively affect human health, increasing risks for obesity, depression, sleep disorders, diabetes, breast cancer and more.

### Circadian Rhythm and Melatonin

Like most life on Earth, humans adhere to a circadian rhythm – our biological clock – a sleep-wake pattern governed by the day-night cycle. Artificial light at night can disrupt that cycle.

Our bodies produce the hormone melatonin in response to circadian rhythm. Melatonin helps keep us healthy. It has antioxidant properties, induces sleep, boosts the immune system, lowers cholesterol, and helps the functioning of the thyroid, pancreas, ovaries, testes and adrenal glands. Nighttime exposure to artificial light suppresses melatonin production.

**Utah State Parks**



# Why Dark Skies Matter

Not only is there a Human health element, there is a wildlife one too. Wild areas need true darkness. An animal's ability to forage, hunt, migrate, and sleep relies on the rhythm of daylight and natural darkness. Dark sky friendly lighting helps our wild area stay dark.

## Wild areas need true darkness

Urban sky glow extends far beyond the borders of cities. Night-friendly lighting helps wild areas stay dark.



**Hunting and foraging:** Lack of natural darkness decreases nocturnal activity, causing hunger, weight loss, mating decline, and decreased population.



**Shelter:** Natural darkness provides safe places for animals to hide, live, and raise young.



**Declining insect populations:** The disappearance of bugs negatively impacts all species that rely on insects for food or pollination.



**Migration:** Artificial lights can cause migrating animals to wander off course and never reach their natural destinations.



Can you see the constellation Orion from your home?

# Outdoor Lighting Basics

Modern society requires outdoor lighting for a variety of needs, including safety and commerce. IDA recognizes this but advocates that any required lighting be used wisely. To minimize the harmful effects of light pollution, lighting should

- Only be on when needed
- Only light the area that needs it
- Be no brighter than necessary
- Minimize blue light emissions
- Be fully shielded (pointing downward)

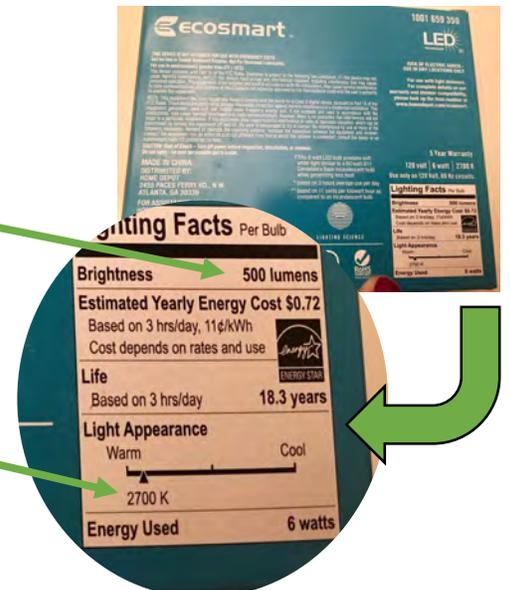
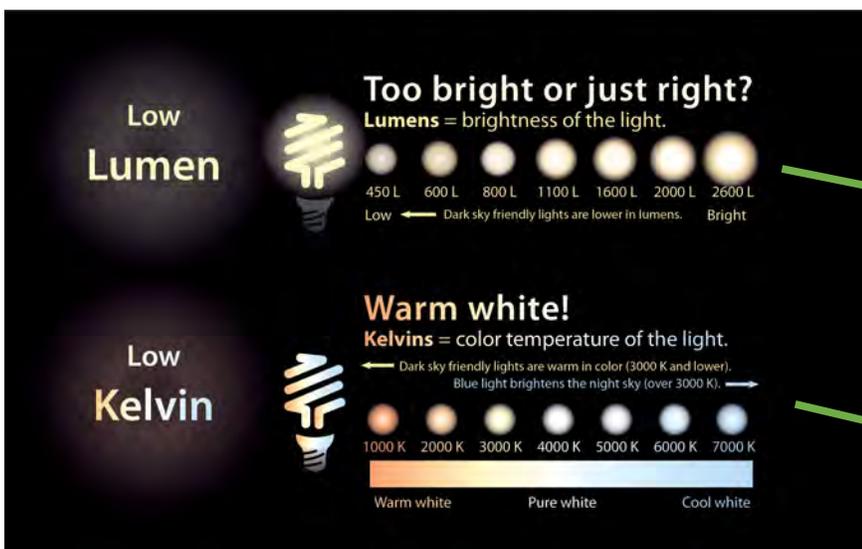
The illustration on page 6 provides an easy visual guide to understand the differences between unacceptable, unshielded light fixtures and those fully shielded fixtures that minimize skyglow, glare and light trespass.



## Choosing the Right Bulb

Be sure to look at the packaging. All packaging for new CFL and LED light bulbs provide color temperature information. Use low color temperature light sources for interior and exterior light. Their light is less harsh and less harmful to human health and the environment. Look for warm white sources with a color temperature of 3000K or lower.

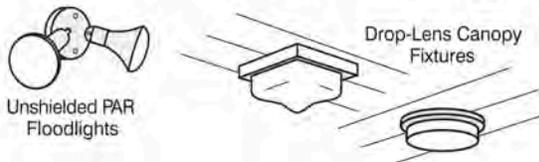
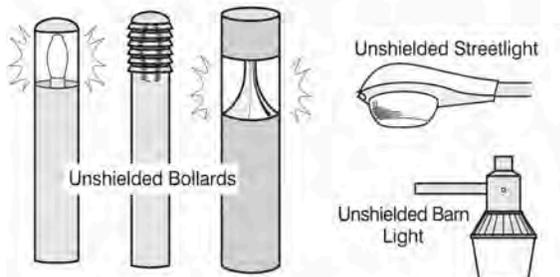
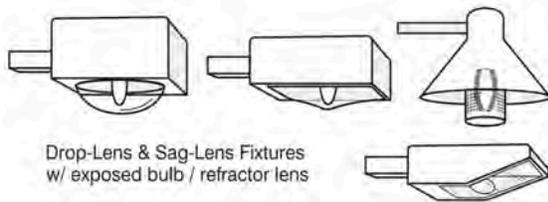
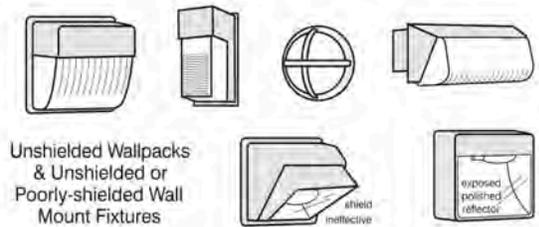
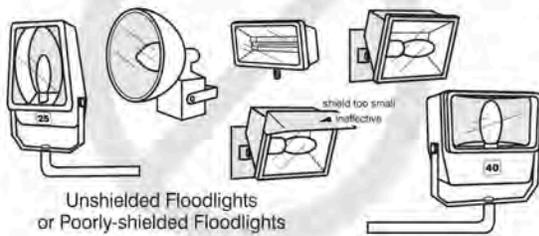
The Kelvin temperature chart below shows you what the numbers mean.



# Examples of Acceptable / Unacceptable Lighting Fixtures

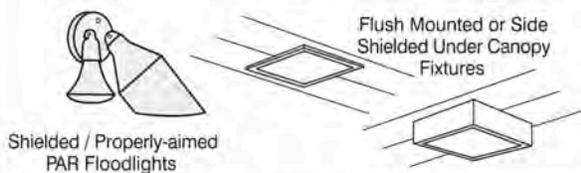
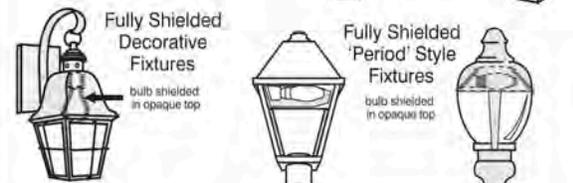
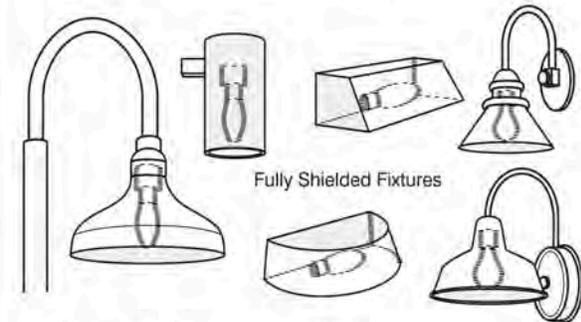
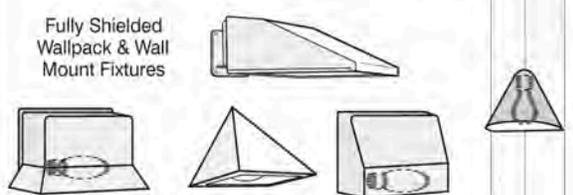
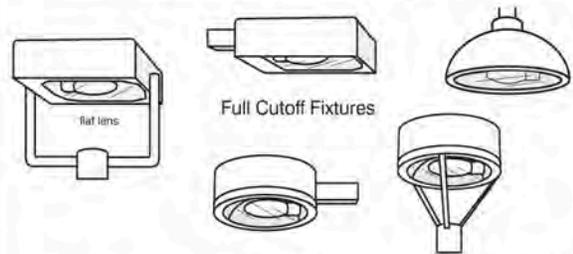
## Unacceptable / Discouraged

Fixtures that produce glare and light trespass



## Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission.

# Checklist



Use warm white sources (bulbs) with a color temperature of 3000 Kelvin or lower. Most lighting products provide this information on their package labeling.



Light only where you need it.



Light only when you need it. Turn off the lights when not in use.



To save energy, don't use excessive amounts of illumination.



Use timers, dimmers and motions sensors whenever possible.



Use only "full cut-off" or "fully shielded" lighting fixtures and direct it downward. That means no light above the 90-degree angle. Fully shielded lighting can be purchased or retrofitted.



Use energy-efficient lighting sources and fixtures.



Keep indoor lights inside. Close blinds and curtains when indoor lights are on at night.



# Examples of Dark Sky Homes

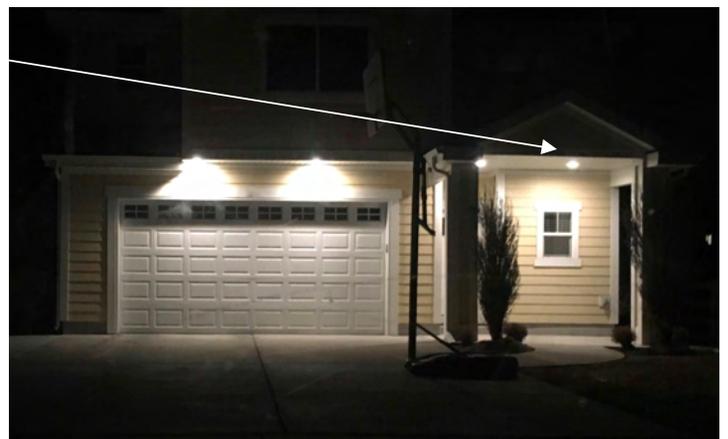
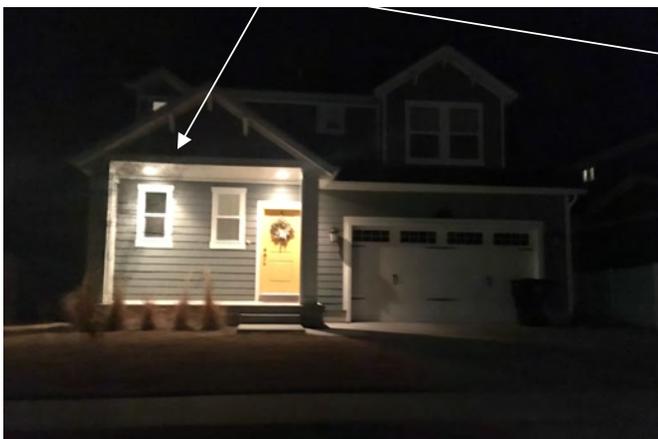
Here are some local examples.



Shielded lights.



Use of can lights over porches.



# Resources

## International Dark-Sky Association

<http://www.darksky.org/>

## Outdoor Lighting Basics

<http://www.darksky.org/lighting/lighting-basics/>

## Samples of Community Lighting Ordinances

<http://www.darksky.org/lighting/lighting-ordinances/>

<http://www.darksky.org/lighting/model-lighting-laws-policy/>

## Considerations for Residential and Business Lighting

<http://www.darksky.org/lighting/residentialbusiness-lighting/>

## Section on "My Neighbor's Lighting"

<http://www.darksky.org/lighting/my-neighbors-lighting/>

## Public Outreach Materials

<http://www.darksky.org/resources/public-outreach-materials/>

## Dark Sky Resource Question and Answers

<http://www.darksky.org/resources/faq/>

## Find Dark Sky Friendly Lighting

<http://www.darksky.org/fsa/fsa-products/>

Agenda 13: Chipper Day



Agenda 13: Bern Way - Jungfrau Intersection

