

**PUBLIC NOTICE**  
**TOWN OF LEEDS**  
**TOWN COUNCIL MEETING**

The Town Council of Leeds will hold a Town Council Meeting on Wednesday, July 16, 1997  
at 7:30 p.m. at the Leeds Town Hall, 218 North Main Street. Public welcome to attend.

**AGENDA**

1. Call to Order
2. Roll Call
3. Pledge
4. Approval of Business License for Steve Hansen / Sheet Metal Business (at 750 N. Main)
5. Wash. Co. Sheriff's Proposal for Police Protection
6. Council Member Charlie Scott
7. Council Member Kay Fairbanks
8. Council Member Steve Westhoff
9. Council Member Joan Thornton
10. Mayor Evans
11. Other Business
12. Adjournment

**POSTED THIS 14th DAY OF JULY 1997**

  
Patrick J. Franks, Town Clerk

Posted in the following public places:

1. Leeds Town Hall
2. Leeds Post Office
3. Cassidy's Country Store

**THIS NOTICE MUST BE POSTED UNTIL  
JUNE 17, 1997. IT IS AGAINST UTAH STATE  
LAW TO REMOVE IT BEFORE THE DATE  
INDICATED.**

***Town of Leeds***

**Minutes for the  
Town Council Meeting  
of July 16, 1997**

1. **CALL TO ORDER:** Mayor Melvin J. Evans called the meeting to order at 7:32 p.m.

2. **ROLL CALL:** Mayor Melvin J. Evans and Council Members Charlie Scott, Stephen Westhoff, Joanne Thornton and Marilyn Kay Fairbanks were present.

3. **PLEDGE:** Kay Fairbanks.

4. **APPROVAL OF BUSINESS LICENSE FOR STEVE HANSEN:**

Steve Hansen of 750 North Main Street has applied for a business license for a sheet metal business to be conducted at the above named residence/business. Mayor Evans made a motion to approve the business license as presented. Joanne seconded the motion and all were in favor.

4a. Robert Weight, Planning Commission Chairman, told the Council that the Planning Commission has been working on the new Zoning Ordinance. He informed the Council that they need to hold a public hearing for the Zoning Ordinance. Mayor Evans asked that the Council have ample time to go over the ordinance so they really understand what is contained in the document. The Planning Commission will be adding a more strict Animal Enforcement Ordinance.

5. **WASHINGTON COUNTY SHERIFF'S PROPOSAL FOR POLICE PROTECTION:**

This item was held over for further review.

5a. Discussed proposals of what boundaries should be included in a fire district. The Council would like to invite Russ Gallian to come speak to the Council about the boundaries that should be included in a "Leeds Area Fire Protection District".

**MOTION:** Joanne made a motion that the Town Council send a letter of intent to Russ Gallian with the intent to form a Fire District. This would service the Town of Leeds and the areas that Leeds Fire Department now services with a carbon copy to Alan Garner, County Commissioner. Mayor Evans seconded the motion and all were in favor.

**MOTION:** Mayor Evans made a motion to appoint Joanne Mayor Pro-Tem and Charlie as back-up Mayor Pro-Tem. Steve seconded the motion and all were in favor.

**6. CHARLIE SCOTT, COUNCIL MEMBER:**

The new store owner of Cassidy's Country Store needs his own business and beer license.

**7. KAY FAIRBANKS, COUNCIL MEMBER:**

Kay had no business at this time.

**8. STEVE WESTHOFF, COUNCIL MEMBER:**

Steve had no business at this time.

**9. JOANNE THORNTON, COUNCIL MEMBER:**

Joanne and Charlie are going to Ashcroft Sewer District's Meeting the end of July.

**10. MAYOR MEL EVANS:**

Mayor Evans reported that there will be a meeting tomorrow at 9:00 a.m. at the Gardner Center at Dixie College regarding the Virgin River Parkway.

**11. OTHER BUSINESS:**

No other business at this time.

**12. ADJOURNMENT:**

The meeting was adjourned at 9:10 p.m.

**APPROVED AND SIGNED THIS 12th DAY OF NOVEMBER 1997**

Ron Mosher  
Ron Mosher, Mayor

attest: Joy Stevens  
Joy Stevens, Clerk/Recorder



**GLENWOOD HUMPHRIES**  
**WASHINGTON COUNTY SHERIFF**

205 North 200 East • St. George, Utah • (801) 634-5730

TO: TOWN OF LEEDS  
218 NORTH MAIN  
LEEDS, UTAH 84746  
PHONE 8879-2447  
FAX 8879-6905

ATTN: MAYOR & TOWN COUNCIL

FROM: WASHINGTON COUNTY SHERIFF'S OFFICE  
205 EAST 200 NORTH  
ST. GEORGE, UTAH 84770

DATE: JUNE 25TH, 1997

RE: LAW ENFORCEMENT PROPOSAL

TO WHOM IT MAY CONCERN,

ENCLOSED IS A PROPOSAL TO ALLEVIATE THE LAW ENFORCEMENT CONCERNS OF RESIDENTS OF THE TOWN OF LEEDS, THE LEEDS TOWN COUNCIL AND THE SHERIFF'S OFFICE. THIS PROPOSAL IS SIMILAR TO WASHINGTON COUNTY'S CURRENT LAW ENFORCEMENT CONTRACT WITH THE CITY OF WASHINGTON. IT IS MY BELIEF THAT THIS CONTRACT WOULD BENEFIT, BOTH THE TOWN OF LEEDS, AND THE WASHINGTON COUNTY SHERIFF'S OFFICE.

I HAVE CALCULATED THE FIGURES TO APPROXIMATELY ONE THIRD OF THE WASHINGTON CITY CONTRACT. THIS CONTRACT WOULD EMPLOY ONE FULL TIME DEPUTY AND IT COULD BE UPGRADED TO MEET THE NEEDS OF THE TOWN OF LEEDS, IF AND WHEN NECESSARY.

AS PER THE CONTRACT, THE DEPUTY WOULD BE ASSIGNED TO PRIMARY DUTY WITHIN THE LEEDS AREA. THE CITY OFFICIALS OF LEEDS WOULD STILL HAVE INPUT INTO THE FUNCTIONS OF THE OFFICER. PLEASE CONTACT ME, OR CHIEF DEPUTY PETE KUHLMANN, IF YOU ARE INTERESTED IN THIS PROPOSAL. IF SO, WE WILL TAKE WHATEVER MEASURES NECESSARY TO ENACT IT AS SOON AS POSSIBLE.

RESPECTFULLY,

  
GLENWOOD HUMPHRIES  
WASHINGTON COUNTY SHERIFF

**AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICES**

An agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 1997, by and between Washington County, a political subdivision of the State of Utah ("COUNTY") and the City of Leeds, a municipal corporation of the State of Utah ("CITY"), with the Washington County Sheriff ("SHERIFF") stipulating hereto.

**Recitals**

- A. CITY is in need of general law enforcement services, as hereinafter described (the "SERVICES").
- B. CITY is desirous of engaging SHERIFF to provide such SERVICES in accordance with, and subject to, the terms of this agreement.
- C. COUNTY is willing to authorize SHERIFF to provide such SERVICES and to provide funding resources for SHERIFF to provide such SERVICES.
- D. CITY agrees to pay a portion of the funding.
- E. Title 11, Chapter 13, Utah Code Annotated 1953, as amended, provides for such interlocal cooperation between local governmental units.
- F. COUNTY and CITY desire to make the most efficient use of their powers and resources by cooperating with each other on a basis of mutual advantage.
- G. Interlocal cooperation will provide services and facilities in a manner best suited to meet the needs and development of local communities based upon geographic, economic, population and other factors.
- H. Interlocal cooperation will provide benefits of economy of scale for overall promotion of the general welfare of COUNTY and CITY.

New Therefore, the parties acknowledge receipt herein of a valuable consideration and hereby agree as follows:

**1. Delivery of Services**

- 1.1 **Service Area.** SHERIFF shall provide SERVICES within the corporate limits of the CITY (the "SERVICE AREA").
- 1.2 **Description of Services.** SERVICES shall consist of the following:
  - A. SHERIFF shall provide patrol and investigation, together with all auxiliary and technical services currently offered by the Sheriff's Office in support of patrol and investigation throughout the County.
  - B. SHERIFF shall enforce State laws, CITY'S ordinances which codify State laws, and State and CITY traffic codes, within the SERVICE AREA. SHERIFF shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by SHERIFF pursuant to State law, specifically nuisance complaints, animal control complaints and building and zoning complaints.
  - C. SHERIFF specifically agrees to provide a deputy on duty in the SERVICE AREA no less than six (6) hours per day.
  - D. In addition to the above, SHERIFF shall continue to provide the CITY with the basic law enforcement service it provides to other areas of the County which do not pay for additional services.

- 1.3 **Quality of Service.** SHERIFF shall provide SERVICES according to standards accepted by State and Federal laws and the Utah Peace Officers Standards and Training Division.
- 1.4 **Beyond City Limits.** It is understood and agreed that the officer(s) who are assigned to work within the SERVICE AREA shall be deputy sheriffs and have County wide jurisdiction, and may, on occasion, be called on emergencies to assist in other parts of the County. It is also understood and agreed that COUNTY law enforcement officers not assigned to the SERVICE AREA shall, from time to time, assist, supplement, and provide backup coverage within the SERVICE AREA.
- 1.5 **Service Management.** The planning, organization, scheduling, direction and supervision of the SHERIFF's personnel and all other matters incident to the delivery of SERVICES to the CITY shall be determined by the SHERIFF. SHERIFF shall retain exclusive authority over the activities of his personnel working in the SERVICE AREA.
- 1.6 **Responsiveness.** SHERIFF shall give prompt consideration to requests from within the SERVICE AREA regarding the delivery of SERVICES. SHERIFF shall make every effort to comply with these requests, consistent with generally accepted law enforcement practices and standards.
2. **Resources.**
  - 2.1 **County Responsibilities.** Except as otherwise stipulated, COUNTY shall furnish all labor, equipment, facilities and supplies required to provide SERVICES to the CITY.
  - 2.2 **City Responsibilities.** CITY shall provide and maintain an office and parking space suitable for use by SHERIFF's personnel providing SERVICES to the CITY. CITY further agrees that the SHERIFF may also use those facilities as needed to provide law enforcement services to surrounding areas.
3. **Liability.** COUNTY shall indemnify and hold the CITY harmless from all costs or damages for injury to persons or property caused by the negligence or intentional misconduct of the SHERIFF's personnel in providing or failing to provide SERVICES as herein described.
4. **Personnel.**
  - 4.1 **Employee Status.** All persons employed by SHERIFF in providing SERVICE to the CITY shall be COUNTY officers or employees, and they shall not have any benefit, status, or right to CITY employment. All hiring and related employment responsibilities shall be the COUNTY's.
  - 4.2 **Payment.** City shall not be liable for the direct payment of salaries, wages or other compensation to COUNTY officers or employees providing SERVICES to the CITY.
  - 4.3 **Indemnity.** City shall not be liable for indemnity to any COUNTY officer or employee for injury or sickness arising out of his employment in providing SERVICES to the CITY.
  - 4.4 **Residence Requirement.** COUNTY shall employ one (1) full time deputy who shall be assigned to primary duty within the SERVICE AREA. COUNTY and SHERIFF shall make every reasonable effort to assign a deputy who is a resident of the SERVICE AREA to primary duty within the SERVICE AREA.

Primary duty is defined as the regular duty assignment from the SHERIFF to the deputy to provide SERVICES within the SERVICE AREA during his or her daily routine and shift assignments.

4.5 Deputy Sheriff Merit Commission. The Deputy Sheriff Merit Commission shall be the only official agency authorized to test and recommend prospective employees.

5. Fees.

5.1 Total Sum. CITY shall pay COUNTY the total sum of Thirty Five Thousand (\$35,000.00) Dollars for SERVICES to be delivered during the first year of this agreement. Said total sum will increase on a yearly basis at a rate of One Thousand, Six Hundred and Seventy (\$1,670.00) Dollars per year thereafter, for the remaining two (2) years of this agreement. Yearly payments shall be made in two (2) equal installments, due on or before June 30 and December 31, of each year, commencing on June 30, 1998.

5.2 Delinquency. If CITY does not make payment within thirty (30) days after the date due, COUNTY may terminate this agreement. CITY shall be liable for SERVICES rendered to the time of termination.

6. Term. This agreement shall take effect on January 1, 1998, and shall continue through December 31, 2001.

7. Termination. This agreement may be terminated at any time, with or without cause, by either party hereto upon ninety (90) days written notice to the other party of its intention to withdraw.

8. Execution. The parties hereto have executed this agreement the day and year written above.

COUNTY OF WASHINGTON

ATTEST:

By: \_\_\_\_\_  
Chairman  
Washington County Commission

\_\_\_\_\_  
Clerk

CITY OF LEEDS

ATTEST:

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

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

APPROVED:

\_\_\_\_\_  
Washington County Attorney

\_\_\_\_\_  
Leeds City Manager

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Leeds City Attorney

\_\_\_\_\_  
Washington County Sheriff



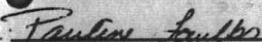
**PUBLIC NOTICE**  
**TOWN OF LEEDS**  
**TOWN COUNCIL MEETING**

The Town Council of Leeds will hold a Town Council Meeting on Wednesday August 13, 1997  
at 5:00 p.m. at the Leeds Town Hall, 218 North Main Street. Public welcome to attend.

**AGENDA**

1. Call to Order
2. Roll Call
3. Pledge
4. Planning Commission Powers and Duties      20 min.
5. Joen
  - Sewer engineering contract      5 min.
6. Don
  - update on fire district
7. Municipal Organization Legislative and Executive
8. Resolution for Board member for Washington County Solid Waste
9. Other Business
10. Adjournment

**POSTED THIS 12 DAY OF AUGUST 1997**

  
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Pauline Fowiks, Treasurer

Posted in the following public places:

1. Leeds Town Hall
2. Leeds Post Office
3. Pease Automotive

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AUGUST ~~13~~, 1997. IT IS AGAINST UTAH  
STATE LAW TO REMOVE IT BEFORE THE  
DATE INDICATED.