

Town of Leeds Town Council Work Meeting Located at Bingham & Snow Office, 253 W. St. George
Boulevard, St. George, UT 84770
Friday, November 2, 2012, 3:35 PM
MINUTES

CALL TO ORDER

Mayor Roberts calls work meeting to order. We have a special work meeting for Leeds Town Council. It does not require us to have a quorum because there are no action items.

ROLL CALL/PRESENT

Robert W. Goldsberry, Clerk Recorder
Joe Allen, Councilman
Alan Roberts, Mayor Town of Leeds
Heath Snow, Attorney for the Town of Leeds
Angela Rohr, Councilwoman (came in 3:45 PM)

ROLL CALL/ABSENT

Nate Blake, Councilman
Frank Lojko, Councilman

Opening Remarks pertaining to the Grapevine Wash Final Development Plan

Mayor Roberts stated our legal council is not part of the legislative body of an elected council. When it comes to legislative issues, the elected officials are the ones that need to be "driving the bus" on this. Our legal councilor helps draft language, helps look at documents, and helps look everything over involving the town from a legal view point. Mayor Roberts turned the meeting over to Heath Snow. Heath Snow stated the purpose of this meeting is to determine if there is language that needs to be revised.

1. Section 3.3.1 Sewage Public Infrastructure Discussion (No open sewage lagoons allowed)

Mayor Roberts stated that, according to our ordinances, the Town of Leeds municipality doesn't allow open lagoons. If any sewer system, or any components of that sewer system, is not within our municipal bounds, we do not have the authority over it. Heath Snow commented that the Town of Leeds has a contract that the developers won't utilize open lagoons whether inside our town boundaries or outside. Contractually, the developers have agreed to it. If developers were to somehow want to change it, contractually, they would be in breach and there are remedies like no further land use approval. Conclusion: Joe Allen and Mayor Roberts voiced yea to include Leeds Town ordinances will be added to make section 3.3.1 clear.

2. Residential Density Discussion

There a legal issue. Heath Snow stated I am under the assumption you are at the 1870 density number. Angela Rohr, speaking for her and Frank Lojko, wanted 1417. Mayor Roberts stated density at 1406 units; 3.8 on 370 acres, which is what the developers' legal description is for their project. 1500 units, which would be in conformity within our R-10,000 zone, but this is not the mixed-use zone. That would be 4 units per acre. The calculation itself is 1406. Heath Snow stated, "I'm basically hearing 1406 or 1417". Heath Snow calculated 369 times 2.96 acreage equals 1403.32 total units. Mayor Roberts stated that Nate Blake agreed that the 3.8 should be adhered to. It is the acreage size is stated in the Annexation Agreement. Heath Snow calculated 369.296 acres times 3.8 equals 1403 as the total density.

Conclusion: 1403 is the number of units.

3. Term Timetable (Paragraph 22 Question raised by Frank Lojko) Early Termination Discussion

Early Termination means nothing done by year twenty (20). The council wants more than the developer just going and doing a study. Joe Allen wants physical working of the land. He suggested an access road to the main street; fully developed. Roads in plat done. The roads, curbs, and gutters need to be finished. Joe proposed that the first plat and access road be fully improved including all utilities, and a complete right-of-way. Mayor Roberts stated the completed plat cannot be a road-dedicated plat. The first plat is the first plat of the developers' project. A minimum number of units were considered. Heath Snow suggested that in addition to the first plat (500 units), the developers construct the access road. Mayor Roberts commented that a preliminary plat has a lot that goes with it, and if you tie in a physical road that is 1500 feet is pretty substantial. Termination is time sensitive. Angela Rohr questioned the logistics involving a 19 ½ years scenario. Conclusion: Heath Snow said the language will be changed to read--"That if there is a year lapse and no final plat is recorded, this agreement terminates". No extension of time at 35 years will be granted if the first 500 units are not built.

4. Clerical errors submitted to Heath Snow by Joe Allen for correction.

5. Governing law Section 34 and Section 21 discussed.

Conclusion: Remove sentence "If there are any discrepancies between this agreement and the town the plan ordinances shall prevail" from Section 34 and leave Section 21 as it stands.

6. Governing Law Section 22 discussed. Conclusion: A FINAL site plan needs to be recorded or the agreement lapses.

7. Density Transfers Discussion

Transfers of units from one Village to another must be approved by the Planning Commission and Town Council each time.

Conclusion: Add Clause: If the developers are using any density transfer exceeding 10% from one village to another, it has to be approved by the Planning Commission and the Town Council. An exception of 5% of a density transfer placed on Village A only. Disclosure requirement on plat: All density transfers must be disclosed in plat approval.

8. Section 17.3 - Access Discussion - Villages D and E (Corner Villages exceed 600 units)

Conclusion: Change of wording to, "A third access is needed only if Villages D and E exceed 600 units." An automatic second access is required to any village exceeding 101 units within villages.

9. Annexation Agreement Discussion (Studies of environmental conditions, and other additional studies)

Page 6, Paragraph E, and Page 35 Exhibit J of Annexation Agreement discussed. Questions asked were: Have all the required studies been submitted? Is a study pertinent? Does this remove the ability of the developer to exempt any environmental study at any time in the development? Clause 7 wording was also discussed. Conclusion: No conclusion reached. Subject changed.

10. Page 6, paragraph E, item B and page 35 Exhibit J on Public Access Easements Discussion

Joe Allen pointed out a change in wording in the Annexation Agreement with disclosures, locations, and documents regarding easements to statements from the developers of, "No, we are not going to show you where the easements will be located".

Conclusion: There were no objections by council members, therefore, the access was ok'd as it stands according to 17.2.

11. Density: Exhibits L and M were discussed.

Exhibits L and M will be affected by densities. Conclusions: Pro-route these accesses by making some changes to percentages variances.

12. Section 3.2 - Preliminary Water discussed

Angela Rohr questioned whether the culinary water, supplied by LDWA to the development, would become an expense on the Town of Leeds? Heath Snow pointed out that the Town of Leeds has a contract with LDWA, who will provide water wholesale to the town, and it further state that they can provide staff to handle the billing. We have the Regional Water Supply Agreement that all municipalities have and we have a separate agreement with the conservancy that says we can sell and act as the retail water provider for the Town. Conclusion: Add language that states that as long as the Town of Leeds has the water to provide, and as long as the Town of Leeds can get the water from LDWA and/or the Washington Conservancy.

13. The Annexation Agreement Regarding the Inter-Local Agreement (page 3 Section 6 and Section 11) was discussed.

The Annexation Agreement contemplates that an Inter-Local Agreement has to be entered into at some future point in time. The District is already formed by purpose, but services, regarding facilities, depend upon development agreement as it goes and the actual development. Conclusion: It is not needed to be implemented at this point of the development.

14. Indemnity Bonding was discussed

Angela Rohr questioned when the Indemnity becomes active. Conclusion: Add a clause that states the developers will agree to hold the town harmless and that the Indemnity Bond won't be enforced unless there is intentional cause.

15. Section 19 - Impact Fees were then discussed. Conclusions: Impact fees are not tied to today's fees but the fees at the time of construction. No changes made.

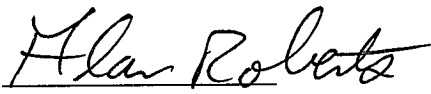
16. Section 17, Items 1, 2, and 3 - Right-of-Way, Ingress and Egress and Exhibit J were discussed.

Joe Allen asked Mrs. Stirling, a citizen of Leeds, to discuss this point. Mayor Roberts offered an explanation, and Drake Howell offers to take the language out of the section if it would facilitate this process. Joe Allen asked Heath Snow his legal interpretation of Exhibit J. Conclusion: None reached.

17. Mayor Roberts closed the meeting with a statement of "It is important for people to understand, council members, the public, even staff, that different levels require different requirements. We need to pay attention to the levels we are at, no matter what is before us in an application, and ultimately to follow the process of law and treat all applicants equal; and we won't have any problems."

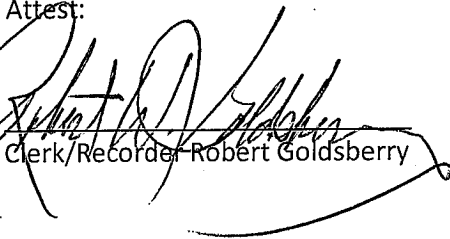
18. Joe Allen motioned for adjournment. All present Town Council members voted Aye.
Adjournment at 5:00 PM

APPROVED ON THIS 12th DAY OF December, 2012



Mayor Alan Roberts

Attest:



Clerk/Recorder Robert Goldsberry