

**TOWN OF LEEDS**  
**TOWN COUNCIL MEETING**

September 26, 2012

**MINUTES**

**WORK SESSION:**

1. **Call to Order** – The meeting was called to order at 6:06 p.m. by Mayor Alan Roberts.
2. **Roll Call** – Present were Mayor Alan Roberts and Council Members Joe Allen, Nate Blake, and Frank Frank Lojko. Also in attendance was Sunrise Engineer Russ Funk, Silver Pointe Estates Representative Rick Rick Sant, with minutes being taken by Sheryl Lee.

3. **Discussion of Leeds Town Involvement and Requirements for Localized Waste Water Facilities** –Developers have the ability to put on-site waste water package units on their facilities, but those developers are not the body of politic. The State Department of Environmental Quality is asking who that body of politic is going to be to ensure that the waste water is being taken care of properly.

Silver Pointe Estates is the closest applicant to come before the Town, and so their Development Agreement is the easiest to evaluate. Section 7 addresses Sewer Systems. We are looking at a localized sewer system within a development.

**Mayor Roberts** noted that we had three ways of handling these:

1 – Petition Ash Creek or another company that offers maintenance only on any system and piping that may be part of the town;

2 – Petition to join Ash Creek as a municipality and they would take care of the system. While we currently have no connection with Ash Creek, we do have an agreement with them to service a number of hookups. The agreement has a maximum number of connections, with the nearest pump station at Harrisburg. If we went above that maximum number the Town would have to be financially responsible for the changes that would have to be made on the facility to accommodate the extra connections. That agreement expires at the end of September and the Town currently has no plans to renew it.

3— Maintain the systems ourselves.

**Randy Stevens**, an employee of Ash Creek, explained what would be required from the Town to maintain a system. The State would require a certain grade of operator to be the governing licensee for that system, probably a “waste water treatment #1 operator.

*On a collection system* we would be required to do regularly monthly maintenance, we would have to clean it every two to three years, and have a video inspection every five years, etc. While maintaining the systems does not take a lot of time, the required documentation does.

*On private systems* there are fees assessed to the properties that are served by that system. The developer that is collecting these fees is responsible for putting in the system which would include 1) all of the lines and the laterals in the street to collect from the houses and the 2) treatment facilities. Once it is built the developer dedicates the system to the city that then would be responsible for upkeep and maintenance. The property owners would be charged a monthly service fee to cover the maintenance.

**Rick Sant** strongly urged the Town to take a look at everything before committing to Ash Creek because once we joined with them we would completely lose control of our sewer systems. We need to find out what kind of

fees we are obligating the city to, what kind of fees are we obligating the people who live in this city to and what kind of rules and regulations we would be under if we were part of Ash Creek. He noted that the only feasible way for a developer to have a sewer system in Leeds at this time is to have sewer treatment plants for individual areas.

**Frank Lojko** noted that with earlier developers (SITLA) it was proposed that they start out with septic but put in sewer lines and then if the sewer came in they would abandon those and hook into Ash Creek.

**Rick Sant** added that their plans also included this option. Russ Funk clarified that impact fees charged could only be used to build the infrastructure, not for maintenance. Councilman

**Frank Lojko** questioned who would be responsible for hooking to Ash Creek once the sewer came in.

**Rick Sant** clarified that at the point the City decided to go to a sewer system they would probably build their own infrastructure and at that point impact fees, along with grants, etc. could be used.

**Frank Lojko** noted that if we take grant money for this everyone would have to hook onto the system and it would be a major impact on current property owners.

**Mayor Roberts** advised that we have an applicant who will likely be petitioning the State of Utah for a specific waste water system within their development and the Department of Environmental Quality will be asking who the body of politic will be and how operations and maintenance will be handled. The Town of Leeds needs to decide how we are going to address sewer issues. If a commitment is not made with Ash Creek he fears that we may lose that connection.

**Councilman Allen** felt it would be a lot cheaper to tie into an existing facility like Ash Creek than to create our own. We should be looking at establishing a relationship with Ash Creek to contract their services for maintenance of these stand alone systems for the time being and when it comes time that Leeds does create a sewer system we are there to partner with them. The Town will ask Ash Creek's Board if they would be willing to enter into an agreement for operations and maintenance.

## **BUSINESS SESSION**

1. **Call to Order** – 7:05 p.m. by Mayor Alan Roberts.
2. **Pledge of Allegiance** – was led by Nate Blake.
3. **Roll Call** – Present were Mayor Alan Roberts, Council Members Frank Frank Lojko, Nate Blake and Joe Allen. Also present were Sunrise Engineer Russ Funk, Contract Planner Bob Nicholson, Grapevine Wash Representative Drake Howell, with minutes being taken by Sheryl Lee.
4. **Declarations of Abstentions and Conflicts by Council Members** – none.
5. **Consent Agenda** - A motion was made by Nate Blake with a second by Joe Allen to **Approve Tonight's Consent Agenda, compromising of the September 26, 2012 Agenda and Minutes** of Town Council Meetings from **August 22, 2012 and September 9, 2012**. An **Aye** vote was **Unanimous**.
6. **Announcements** – Dale Barnes announced that the restaurant has new owners and urged everyone to support them. Mayor Roberts stated that the Town Council is not the driving factor behind cultural events. The council is supportive of continuing yearly events such as the Wild West Days, but ultimately the citizens need to make those events happen.

7. **Citizen Comment** – No citizen comments were made.

## **REGULAR MEETING**

### **PUBLIC HEARING**

#### **8. Public Hearing Regarding Grapevine Wash Development.**

**Introduction of Application** – **Contract Planner Bob Nicholson** noted that this Public Hearing is being held at the request of the applicant, Grapevine Wash, and they are asking for plan approval with conditions. The applicant is Grapevine Wash Development with Drake Howell as the representative, with several of the owners here as well. There are four owners that comprise this project. The Planning Commission held a Public Hearing on October 5, 2011 and some of their recommendations will be covered tonight.

**Nicholson's** recommendation is to conduct the Public Hearing but delay any action pending resolution of all the issues, including the Development Agreement. **Nicholson** then gave a power point presentation showing the history of the Grapevine Wash Development project as follows:

Map of the location; Brief background: Project is a Mixed Use Development; 8 Villages located on approximately 255 acres with approximately 379 acres of Open Space; 27 acres of Green Space within the Village boundaries; 2500 total dwelling units proposed at build out with a population of approximately 6600 persons; approx. 300,000 sq. feet of commercial space; sites are designated for schools and other civic and institutional uses; compact housing units around mixed use centers as encouraged in the Vision of Dixie Principle #6 focusing on walkable Mixed Use centers; Project was annexed into Town in 2009 and property was Mixed Use Zoning and a preliminary Development Agreement was approved.

- A Local District was formed to provide a financing mechanism for the utilities, street improvements and certain other services.
- The Development Plan and Pattern Book, along with road locations as shown in Exhibit E were conceptually approved. Neither the Final Development Plan nor the Final Development Agreement has been approved at this point and the Town reserves the right to make changes in matters that do not restrict uses or density.
- The development is proposed to be built in four phases; Grapevine Wash would have to meet all public standards for the water and sewer systems; there is a conceptual storm drainage plan but a detailed plan would be required; Rocky Mountain Power will provide power, Questar will provide gas, Century Link would provide telephone service – all of these would be subject to developers paying the costs of the lines to the site.
- The proposed lot sizes are small, the design heights, exterior designs and colors are all presented in the Architectural Pattern Book. Building heights range from one story to three stories with maximum height limited to 35 feet. The Planning Commission and Town Council would have to review the designs for all buildings except for detached single family dwellings.
- For single family and duplex units they would be required to have two fully enclosed parking spaces. Multi-family units with two or less bedrooms will have 1.5 spaces per unit, with one of those being enclosed. Street parking will not be considered to meet these standards, and parking will not be

allowed in required setback areas. The HOA will need to have a strict enforcement program to make sure that garages are maintained for parking so alleyways are not congested. There are narrow front setbacks so it is critical that these be well landscaped with maintenance provided by the HOA. At build out the projection for daily trips on Main Street are 17,000.

- It is suggested that the North Leeds interchange be reconstructed to provide a full interchange. Another option would be adding a south bound on ramp at the existing interchange. Three access roads will be required as part of the Phase One Development.
- The Town Council has stated that Main Street will remain at two lanes with a possible center turning lane and will maintain its' on street parking. Staff has recommended that Main Street not fall below a LOS (Level of Service) C, Town Council has expressed a desire to keep it at an LOS B.
- All public streets must meet a nationally accepted design standard; the streets must comply with the National Fire Protection Association. Any modifications would have to be approved by the local fire chief. Alleyways would be private and maintained by the HOA; the other streets would be public and maintained by either Leeds Town or the Grapevine Wash District.
- The Planning Commission recommended approval of the Final Development Plan subject to the various conditions:
  - 1) The development shall comply with all of Leeds Town codes unless a waiver is granted by Town Council;
  - 2) All utilities shall comply with Local and State standards;
  - 3) Street designs shall be in compliance with Leeds adopted street standards unless approved by the Town;
  - 4) Grapevine must comply with the International Fire Code and the Wild Land Urban Interface Code;
  - 5) A final Traffic Mitigation Plan must be approved by the Town Council;
  - 6) All buildings with the exception of detached single family dwellings shall be subject to design review and approval by the Town Council with recommendations from the Planning Commission. Town staff shall review all other buildings to ensure compliance with the Pattern Book;
  - 7) All parking will be hard surfaces;
  - 8) Parking for residential units shall comply with the parking standards contained in the Leeds Zoning Code unless a specific modification is approved;
  - 9) Three road access points will be required as part of Phase One. The 2<sup>nd</sup> access point will be required at 101 residential units (or equivalent residential units), and the 3<sup>rd</sup> is required at 601 residential (or equivalent) units;
  - 10) Maintenance for public streets and utility system shall be determined and approved as part of the Final Development Agreement;
  - 11) Grapevine Wash shall create a project wide master Home Owners Association and Architectural Review Board for the project.

**Staff Report Presentation - Sunrise Engineer, Russ Funk**, stated that the proposed street system meets all nationally accepted standards. In the case of ROW widths many of them exceed what the Town requires. Councilman Blake commented that he had received numerous emails concerning this development. He has requested that the Town Council table this agreement until the LOS issue is resolved.

**Angie Rohr** sent him an email questioning how this agreement could be approved before a second access is in place.

**Applicant Presentation – Grapevine Wash Representative, Drake Howell**, gave a power point presentation on the development. He noted that the Grapevine Vision is a community that will attract quality residents that would contribute to and add value to the area, where people would enjoy a quality of life and environment that they couldn't find just anywhere; it would be a desirable place to reside and raise a family, to retire and relax. The development has been deliberately and methodically thought out.

- The four property owners have invested a lot of time starting in *July of 2008* in order to have a partnership with the Town of Leeds.
- The group *annexed* into the Town of Leeds in *2009*.
- In 2011 the Grapevine Wash Basic Local District was created under State Code to be a financing mechanism for the public infrastructure necessary for a development of this scale.
- In 2011 they started the public approval process that is culminating in this Public Hearing. The Annexation & Development Agreement contains “Vested Rights” that cannot be changed or altered. It protects a developer and a town by giving a level of certainty of what to expect.
- It allows a development group to know that they have certain rights to proceed with before they invest time, and money.
- The rights that were established in this agreement were the Mixed Use Zoning and the density; it approved the design concept, which is the traditional neighborhood development concept with the walkable, more compact neighborhoods and communities with the mix of residential and commercial uses; it contemplates a Final Development Plan and Agreement; it established a final approval process –
- Exhibit J listed additional information required by the applicant and exhibit K established an approval process.
- Exhibit K is a very clear standard for approval of the Final Development Plan. It asks “Does the Grapevine Final Development Plan conform to the requirements of the Annexation and Development Agreement, other town ordinances and reasonable conditions consistent with the Annexation and Development Agreement?”

**Drake Howell** felt that Grapevine had demonstrated that their plan definitely does that. He referenced the Leeds Mixed Use Ordinance and he felt that Grapevine has conformed to the purpose of that ordinance. The Zone requires that a development plan be submitted that guides all development within a mixed used project.

Grapevine is not asking for a subdivision approval but has submitted site approval mechanisms that reduce or mitigate the risk of such a development to the Town of Leeds, including the Final Development Plan & Agreement, Master Plan Book and Pattern Book. By establishing the Basic Local District they have set up the means to fund infrastructure necessary to their development. They will have an owner's association which will be an internal control of how the quality of development will proceed.

The benefits of Grapevine will be jobs closer to home, a variety of housing choices, economic development, an increased tax base, goods and services closer to home, interconnectivity with surrounding towns, community parks, amenities and events, protection of public lands and will enhance vitality to the Town of Leeds.

**PUBLIC COMMENT** – Time was given for the following citizen comments:

**Wayne Peterson** – Entities change and will continue to change throughout our country and he is convinced it will continue to happen here in Leeds. He strongly encouraged the Town Council to make the decisions that are needed here in 2012 prior to approving any agreement. They have been elected to serve the Town and they really need focus on and make those decisions and not allow them to be deferred to a group that we do not know the composition of that will exist at future points in time where certain triggers might be met.

**Kevin Lee** – (Kevin has requested that this document in its entirety be entered into the meeting minutes.)

- “I (Kevin Lee) finished reading the approximately 540 pages contained in and referenced by this Final Development Agreement for Grapevine Master-Planned Community this morning (September 26, 2012) at 3:56 am. After being informed that the town was not going to give us the ten days notice that we were led to believe was their legal responsibility to do so because of a loophole; even though last May 23<sup>rd</sup> the citizens of Leeds were promised that we would have at least 10 days notice before there could be a legal Public Hearing concerning this document. The majority of the papers had to be copied on my own copy machine at the Leeds Town Hall at my own expense over a two day period because many of the documents could not be found by the Town of Leeds, or literally did not exist. Most of the documents and maps were substandard, incomplete and others only available through the website “getinvolvedleeds.com”. The remaining were obtained through various official government agencies. It’s sad that what has been portrayed to the Town of Leeds as the Final Development Agreement for the largest subdivision in Southern history is impossible to obtain and so unbelievably haphazard. But these are the facts, and this is what I have found. If there are any errors, it’s probably due to the less than 3 hours sleep I have had in the last two days, while calling in favors from my dearest friends to make this possible.
- First and foremost, the “Final Development Agreement for Grapevine –Master-Planned Community” is incomplete. It needs the following documents before it can be voted upon, yet we are told that these documents do not exist. Exhibit “XXX”; Location of Public Utilities and Utility Easements; Existing conditions map; utilities and construction water plan; sewer plan; Utilities and construction Plan for natural gas; Horrocks “Grapevine Typical Section” document; Emergency Response and approval by the LASSD.
- In response to what is included: Section 4 states that the developer MAY bear the costs of improvements. I believe that it should state that the developer WILL bear the cost of its own improvements.
- Section “K” also shared with the original Annexation Agreement requires that mailed notices shall be given to all property owners within 300 feet of the project to fulfill its public hearing requirements. My name, Kevin J. Lee appears as the property of 900 North in these documents, which most of you are aware, actually touches this development. Both this and the original Grapevine Annexation Agreement should be considered null and void, since I was never sent any notice of any kind, even though members of the Town Council and Grapevine Development have insisted that they have. I can only conclude that this map is why other members of the Town Council and the City of Leeds in general were misled into believing that I had to know about the original Annexation Agreement and that I didn’t have any problems with it. Some in town even believed that I was part of it!
- Under section 8, entitled “Reliance” If Grapevine wishes the citizens of Leeds to be informed and support this document, why aren’t all of the Town’s obligations gathered together and listed abc, 123, short and sweet, so everyone can understand them?
- In opposition to any verbal statements previously given, or other assurances printed in this document elsewhere about eminent domain through Stirling’s property, Grapevine’s website currently states, “The Town of Leeds’ Master Plan for Roads INCLUDES SUCH A ROAD and we are REQUIRED to connect to the Town’s planned roads.” While also the statement in section 9 declares, “Developer AGREES to --- interface with the most current adopted Leeds Master Road Plan”. This will not only make it possible to forcibly take the Stirling’s property from them, it will make it mandatory for the Town of Leeds to do so unless the Leeds Master Road Plan is altered.
- The Utility Map included in the agreement also STILL includes a required Gas Regulation Site which would require the exercise of Eminent Domain to take a parcel of Alan Howard’s property away from him against his

will. When approached about this topic, Ian Crow and Drake Howell insisted that they had "other options." Yet in spite of assurances and our many protests, they (as blatantly demonstrated in this document) are either lazy, incompetent, or just plain arrogant enough to take the approach of aggressively trying to take it from him.

- In section 11: Zoning for the (entire) project shall be Mixed Use and nowhere in the document does it specify that any portion of it will ever be required to be re-zoned to anything else.
- Contrary to the 35 foot maximum building height listed in Exhibit "C" Section 23.7 of the Annexation Agreement, this document in section 14 allows Grapevine to build four story buildings sixty feet high.
- Section 20 is very clear though: No Further Exactions will be required of the developer beyond THIS document (no matter what costs may be incurred in the future by the Town of Leeds because of it). Does anyone in the Town of Leeds believe that this document is really that fool proof and comprehensive? Think of it: **all unforeseen expenses** caused by this development, now and in the future will be paid for by the Town of Leeds.
- This agreement grants in **Section 22**: A cleverly stated 50 year MINIMUM amount of time to complete this project, and all they have to do in the first 20 years to keep it current is to DESIGN a master water system, which means they don't have to put a shovel in the ground for at least 30 years.
- **Exhibit C 23.2** states that "All development proposals within an existing mixed zone shall at a minimum be evaluated on their compatibility with: Surround land uses, (Will my mother still be able to rototill her fields?) and **HAVE SOUND PLANNING PRACTICES**. Does anyone here believe that this developer has exhibited SOUND PLANNING PRACTICES?
- This agreement also grants many Exemptions too numerous to list here in the standards and design practices for local thoroughfare. **Section 26** entitled "Termination upon sale to the public" is in direct conflict with many of the other sections and statements in this document.
- Even though Drake Howell informed me that Grapevine had an agreement with Ron Thompson to supply all the water they needed for this project: Section 3.3.2 states: The Town of Leeds will have to obtain and provide all the water for this development through the Water Conservancy District.
- **Section "G"** which addresses density, is full of egregious math errors and I believe because of its structure, they are all deliberate.
- **Section "H"** shows two roads on Alberta Pace's land that are not presently there, while most maps show no access whatsoever to Rex Montgomery's existing residence. And yes, Page 43 depicts a required collector road that any reasonable person can only conclude from the other references in this document, goes right through the middle of Stirling's farm.
- The traffic study in **Exhibit "J"** still claims that Leeds Main Street is quote, "mostly a 3 lane road" unquote, so that the Town of Leeds will have to pay to have it widened to a 3 lane road (and not Grapevine). Just think of it as we continue through this document: 17,000 new trips every day! Also, since this traffic study was apparently done by someone who has never driven down Leeds Main Street, how can the Town Council believe anything else in this report? And the next time Grapevine tells you that they care about the current residents of Leeds, remind them that the new Traffic Mitigation Plan makes it perfectly clear that since the Town of Leeds will not allow Main Street to become a congested 5 lane traffic jam, the Town of Leeds itself must pay the entire cost of the required Freeway interchange, while only subtracting out what DOT is willing to contribute and what it would cost to add, listen very carefully, TWO more lanes to Main Street. And since these documents are written so vaguely and incomplete, it's hard to say exactly (especially if they decide to

use the width of our current parking as their two additional lanes), but this will probably only amount to about 1/20<sup>th</sup> of the cost that Leeds in general will pay.

- **“Exhibit “J”**, Traffic Study, page 10 also states, “Based upon the above information and the proposed phasing of the Grapevine Wash Development, three access points WOULD be required to the project site as early as PHASE 1.” If this document is passed, phase 1 begins right now. Where are these three access points? No matter what has been discussed or agreed to “off the record,” this Development Agreement as it is currently written, also proposed to take Leeds Main Street from its current “A” designation to an unbelievably low “D” level which is universally categorized as “unacceptable” by all national standards referenced. (I personally think the double-roundabout at the north end of town is also a joke).

Grapevine’s Sewer Feasibility Study still lists their number one option as running their sewer line right through the middle of Leeds, forcing the current residents to share the cost. This is why the Town Council needs to insist on a DEFINITE sewer plan BEFORE approving this document.

One conflict rises from Section 12 dealing with the actual Certificate of Creation issued from the State of Utah: The agreement lists Grapevine as a “Basic Local District” while the state lists them as only a “Special Improvement District.” I have not been able to research the repercussions of this yet.

Many of the maps and plans are unreadable, others have been highly modified, yet they still don’t show many of the previously agreed upon changes or updates mentioned in our meetings.

**This document also does not cover what would happen if the Town of Leeds decides NOT to take over certain responsibilities and Grapevine DOESN’T fulfill its’ obligations of sewer, water, owner’s association, etc..**

Here is one redeeming quality to this agreement, though; especially if anyone on the Town Council becomes threatened with a lawsuit by someone associated with this development, as many of us who attend these meetings have already have been. It’s in the already-approved Annexation Agreement: page 40 section C; “The Town Council may also find that the proposed Development Plan **IS NOT** in conformance with the requirements of this Agreement, /**other applicable ordinances**, / and any **conditions as recommended by the Town Departments**, Planning Commissions, Town Administrator, **OR ON ITS OWN INITIATIVE**, and may **DENY** the proposed Development Plan.”

The Annexation Agreement also states (much more clearly than most items in this document) on page 40 section 5C and 6C that the Town Council SHALL take final action within 30 days of THIS HEARING (reason for exceptions listed), and that after the approval of THIS AGREEMENT there will be no further review or hearings, which means that editing of this document will not be allowed by the Town. In plain English once again, everything that is in the agreement will stand as it is. Nice.

After putting all of this information together, I noticed that there are three items of interest from the timeline of Grapevine Development that might be especially interesting to those who are new to these meetings:

August 2009, Drake Howell becomes the Town Planner and Administrator heavily influencing the decisions of the Planning Commission and Town Council. In December of that same year, the Grapevine Annexation Agreement is approved. May 2010, Drake Howell steps down and goes to work as **THE** Project Manager for at the Grapevine Development. I just thought that you may like to know.

Also, on the original map mailed to adjacent landowners, there appears to be two other developments as large as this one. What are they? I couldn’t find any reference to them in any other documents associated with this project. (At least that I was able to obtain.) And if Grapevine keeps insisting upon using Daybreak as their reference - where is the 100 foot wide, nicely paved main entrance with wide open spaces, grass, parks,



lakes, a “reasonable” relationship between homes, businesses, apartments and parking? Instead Leeds gets offered a pinched roundabout leading into a congested business district, with no way out in case of disaster. We are told not to worry about this Development Agreement because “sometimes things don’t turn out as bad as we expect.” I know. Sometimes they turn out **much worse**.

I can’t help using Drake Howell’s own words in reference to this subdivision:

“To infuse activity back into the town.” (Yes, I can see the need for us to run from this as though our lives depend upon it.)

“Deliberate, methodical, well-thought-out.” (Yes, but only for the most profit possible for outside developers, no matter what.)

A “Long term partnership with the Town.” (As Master and Slave).

I am not opposed to a development that is well-planned and adds real value to a community as a whole, while also respecting the rights and lifestyles of others. But clearly, this one does not, and I can only hope for the sake of the residents of Leeds that when the time comes to vote on this agreement: that all of **YOUR VOTES WILL BE NAY.**”

**Tracey Belliston**- As one of the owners of the Grapevine Wash Development he acknowledges that freedom of speech is a fundamental right, but reminded the audience that the Government of the United States is not by function a democracy. It is a Constitutional Republic governed by representatives elected by the people to act in the best interest of the people under the rule of law. In this society we elect our officials and we charge them with the duty to enact laws and to ensure that those laws are implemented and followed. The question before you tonight is not an issue to be determined in the court of public opinion; it is how the Town of Leeds and the Grapevine Wash Development wish to protect themselves through a binding agreement into the future. They have been granted certain property rights with respect to Mixed Use Zoning and project density. He feels that they have negotiated in good faith and made many concessions. This purpose of the development agreement is twofold – one to protect the Town by establishing the rules that the developer must follow and also protects the developer by defining what the Town can or cannot do. The agreement does not eliminate the ability to negotiate changes in the future that both parties agree to. Some would like to stop this and they believe that there is a democratic process that allows the majority to rule. There is not. The issue is not one of public opinion. It is an issue regarding the nature of an agreement that would protect both parties from activities that will happen in the future.

**Paul Densley** - He wanted to address “money, dollars and sense”. When they moved here in the early 1980’s they found this area beautiful, peaceful, and free from crime and thousands of people. They settled into a beautiful subdivision that had lots that were between 3 and 5 acres. They did not settle here because there was a mall, a bank, a service station, or a major street or roadway. They did not choose Leeds because of a high density development. They chose Leeds because there was none of the above. To quote “We should never have annexed this super-sized development into our town.”

**Samuel New** – Pointed out that we are the people, and the council works for the people and we should have the right to speak on this issue.

**Alberta Pace** – Has done two subdivisions in Leeds with the average size of the lots were between 2/3 and ¾ of an acreage. The average size of these lots is a tenth of an acre. If she were to want to subdivide 13 acres

like she has done in the past and she came before the City Council and requested ten lots per acre, would she be able to?

**Joe Allen** – He submitted a letter on behalf of Ron Cundick, who is out of the country.

“I would appreciate the Town Council considering the following points:

Average Density per acre - The Project Summary in the Annexation and Development Agreement states that the average density will be 3.8 residential units per acre. The current plan shows an average density of 7.6 with the range of densities at a high of 10.5 units per acre. The Town negotiated the annexation agreement in good faith and the developer should be held to his initial 3.8 units per acre;

Density Transfer – The developer wants discretion to make density transfers up to 25% without Town approval. This is not acceptable. 5% would be acceptable. Density is a major issue and any change beyond 5% should require approval;

The developer still needs to create a Basic Local District – On March 23, 2011, the State of Utah approved the Grapevine Special Improvement District under Section 17D-1-209 and not a Basic Local District under Section 17B. Washington County also recorded the Certificate of Creation as a Special Improvement District. However, Leeds Town Resolution 2010-07 and the Annexation Agreement only authorized creation of a Basic Local District under Section 17B. Consequently, Leeds can only enter into an inter-local agreement with a Basic Local District. The developer must create a Basic local District, the inter-local agreement must be signed, and only then can the Development Agreement can be signed;

Termination of Development Agreement for failure to make progress – The provision that the Town may terminate the agreement if “substantial work” is not completed within the first 20 years must require that “substantial work” include beginning construction, not just completing design work on certain items such as the sewer. In this regard, The Development Agreement “runs with the land,” is perpetual, and cannot be changed except by mutual consent of the parties creating them. Consequently, the Town should provide that if the agreement is terminated, it shall automatically cease to run with the land. This would allow the Town to approve a different use of the land if circumstances so required;

Leeds ordinances prevail over all other documentation – This agreement needs to provide that if there is a conflict between the agreement, pattern book or other documentation that Leeds ordinances prevail. The Town has no authority to render its’ ordinances inoperable or superseded by contract. Leeds is bound by its’ own ordinances and so is the developer;

Exceptions to ordinances – Any authorized exceptions to ordinances granted by the Town should all be explicitly set forth in a specified section of the agreement and make it clear that no other exceptions are authorized. This would negate the arguments about whether an exception had been granted elsewhere, eliminate ambiguity, and focus exactly on what exceptions the Town Council has approved;

Financial and other protections for the Town – Earlier this year various residents asked the Town Council to consider some safeguard clauses to the Development Agreement to protect the town. This included such matters as a meaningful development schedule, construction phasing, construction of developer improvements, bonding, financial letters of credit, insurance, conflicts of interest, etc. These are all substantive matters and none of these have found their way into the Development Agreement. A meaningful development agreement must address these matters;

Eminent Domain will not be exercised to facilitate the development – The developer must be required to obtain all access and ROW rights of landowners with their consent. The developer must also agree not to request or cooperate directly or indirectly with any other political entity such as Washington County or the State of Utah, to exercise eminent domain to provide access to the project. In like fashion, the Town must

state that it will not break an impasse by exercising eminent domain to facilitate the development, nor will the Town ask or cooperate with any other political entity, to exercise eminent domain to provide access to the development;

Access roads and rights-of-way – Adequate access routes for the entire project are key to the overall success of the development and rights-of-way must be obtained now, before the development plan is approved. The idea that the developer need only acquire adequate access routes as the development reaches a certain number of residences is a ruse to get his foot in the door and get started. From the Town's perspective, it is short-sighted and leaves too much to chance. The Town must not gamble on the developer being able to obtain access in the future because if it requires landowner consent and the landowner does not consent, the developer will not then abandon his project, but rather, employ every device to obtain the access;

Public Parks – The developer wants to develop public parks, sell the land to the Town at current market price and get reimbursement credits for all costs of park development. In short, the developer will have contributed nothing to the Town for the parks, and benefited by any increase in land value. At a minimum, the developer should donate the land used for the parks. Otherwise there is no reason to include park development in the agreement. Thank you, Ron Cundick”.

**Betty McKnight** – She had three concerns;

1) the percentage of apartments – we are often comparing this development to Daybreak and their apartment percentage is 10%. As they add on, that percentage will go up. They have a management company that scrutinizes applicants for income, work records, criminal records, etc.

2) Short-term Rentals – The Town has opposed short-term rentals and yet the Planning Commission Chairman is trying to bring this up. It would benefit Grapevine Wash;

3) this should be considered an apartment complex and not a multi-use facility;

4) Roads – the roads into this development still have not been addressed and she would like to see this in writing;

5) Sewer – something needs to be more definite about that;

6) 300 businesses in Grapevine – Daybreak has 14.

**Danielle Stirling** – She expressed her appreciation to the fact that the Town Council has listened to our concerns. She supports their stand on the LOS B. The mayor clarified that level in the last council meeting. She wanted the town to know that they are not opposing this agreement because they are selfish, but because they are trying to protect their legacy and their children's legacy.

**Anita Lowe** – She is not a resident of Leeds, but an adjacent property owner. In an agreement between the developers and the Lowe family there would be a road that will connect this project to Toquerville. One of the requirements given to the developers was a road width of 110–120 feet of dedication. She noted that within the development the widest road width that she has seen is 36 feet and traffic cannot be funneled very easily from 110-120 feet down to 36 feet. She hopes that the roads are actually wide enough to accommodate the traffic.

**Elliot Sheltman** – He noted that the development has to have a 2<sup>nd</sup> road access at 101 homes and that threshold will come up really fast. He questioned why we don't know where their roads are. We need to

have a plan that includes solid information. He questioned what the big rush was for. The economy is failing and we have subdivisions that are going bankrupt. He wants the developers to put in writing, legally, where that 2<sup>nd</sup> road is going to be and that it is completely and totally protective of the town.

**Dean Elquist** – He expressed concerns about people losing their land and homes because we weren't educated enough about the agreement. He asked that the town slow this process down and do it right. He also questioned if there was a weather study done and noted that the wind can be very strong and he was concerned about how that would affect a four story building. He also asked about a water study concerning how much water this development would use, what we would be getting from the county, etc.

**Stacey Eaton** – He is an adjacent property owner to this development. While he is not opposed to this development, he feels it should be done correctly. He feels it important that the town has answers to questions. A lot of their open spaces and trails are on BLM land. They are maximizing their land by placing roads, schools, civic centers on public land and he wants to see them use their own land. They have never addressed the sewer correctly. For safety purposes, they need to list their accesses. Again, while he doesn't oppose development, he does oppose how this one is being done.

**Susan Savage** – She is concerned about the size of the development because it is so much bigger than we are. She has hired contract laborers before and as soon as they were on the property they did things completely differently from what was agreed to and she had the financial obligation of fighting them and then paying someone else to come in and undue the damages that were done. She is concerned that after the contract is signed and properties are be sold that we as a town will have to pay the costs to enforce the contract. She has been to the County and they did agree that a development this size should have all of their accesses approved before a contract is signed. She also expressed concern about unstable soil and drainage.

**Robyn New** – Noted that soil samples have been done on that property and it was pure clay.

**Dorothy Mauk** – Is a resident and she is concerned about losing the charm of Leeds. She questions whether we are giving away a lot of people's rights for a little. She wants to preserve Leeds for our kids and grandkids. She asks that all issues are thought out and taken care of before anything is signed.

**Martha Ham** – She asked the council not to approve anything until the easements and details on the roads are laid out. She is concerned with the vagueness. Even though this group may not develop for years once a level of approval is in place it could be used as leverage to residents who are not in favor of a road coming over their property.

**Response to Public Comment - Mayor Roberts** noted that this was a Public Hearing for discussion only. There will be no action on this item. There is a lot of discussion between the council and the developers that is still ongoing.

**Councilman Allen** noted that there were several redline changes made in past council meeting that are not in this agreement and he wants to see them added. Mayor Roberts stated that there were a lot of issues that the public is concerned about. He questioned why the public felt it was so important to be on record, to

which Kevin Lee replied that it is clear what the stance is on an issue when it is a public conversation. Roberts also asked how he could have an organized meeting and give the necessary time for comments.

**Citizens** stated that proper notice would help. When asked about the required ten day notice he clarified that this was a “contractual” Public Hearing for the development and the Town did not have to give ten days notice.

**Brent Demille** felt that it would be a good practice for the Town to make sure that all documents would be available for the public to view two or three weeks in advance.

**Don Goddard** requested that the screen be moved so that the public can actually see what is presented during the meetings.

**Karen Petersen** moved here about a year ago. She applauds the efforts of the council for all of their efforts but asked them to make an extra effort to make sure all of the information is easily available. A lot of people in the town are feeling that they are being sold a “plan” and it “appears” a little too slick and that is why so many people are concerned. She urged them to try to find ways to put up extra notices, maybe ask people to help make information available.

**Attorney Snow** stated that this hearing fulfilled the requirements of Exhibit K in the Annexation Agreement and no decision will be made tonight.

**Frank Lojko** asked the Town staff to look through this document to see if any changes need to be made. He asked them if we were bound by the Master Road Plan, or if that document needs to be changed in order not to supersede the Development Agreement. He noted that the Town is paying staff to take care of these items so if there is a concern by the Public they need to notify the Town. Bob Nicholson stressed that there are critical issues that are not finalized, and in his opinion this issue will not be ready for a vote quickly. It is fair to have the sewer and access issues resolved.

## **ACTION ITEMS**

- 9. Resolution (2012-05) Five County Association of Governments Natural Hazard Mitigation Five Year Plan Update** – This is a document that the Five County Association has asked us the Town to update it and sign it. It was suggested that we have the Association come and give us a presentation on what the updates are to this plan. Russ cautioned that in order for the Town to be eligible for grants it is required that we sign this. The **motion** was made by Joe Allen with a **second** from Nate Blake that we **table this Resolution 2012-05 until we can arrange to have a representative from Five County Association of Government to give us an update on the differences between the existing plan and this updated plan.** The voting was **unanimous.**

## **UPDATES BY STAFF**

**R&PP Application for BLM Land Adjacent to Cemetery** – There has been previous discussion on a lease on the BLM property through a portion of the Catholic Cemetery. Although there is a resolution for this no action has been taken.

**Rick Sant**, who owns property adjacent to this, is in the process of putting in an application to modify his plat to eliminate this section for his proposed roads. In order to be able to lease this we would have to have an environmental study done on this.

**Joe Allen** questioned whether there would be grants that we could qualify for.

**Mayor Roberts** suggested that we petition BLM to be more reasonable on this study.

**Heath Snow** suggested dropping our application until a time at which BLM would be willing to do an internal EA without the expense, or until we know we have a funding source to pay for that study. To his understanding if the property is small enough in size there may be some exclusion provision where they don't have to have a full blown EA done. He advised setting up a conference call with them to clarify their position.

**Cemetery Draft Ordinance** – There are currently no ordinances or guidelines for our cemeteries. We need to have a good, simple ordinance adopted so the sextant has some guidance on how to run the cemetery. At this point there are some encroachments and this issue needs to be resolved.

**Town Staffing** – At this point the town has applications for a clerk/recorder although there have been no interviews conducted. Also the treasurer has quit and State law requires that position to be filled. It is not uncommon for smaller municipalities to fill that position with council members. At this point Joe Allen is acting as the treasurer. For actual bookkeeping we are contracting out for those services.

**Counsel Snow** suggested that the council discuss this and confirms that is that is the action they want, the Town makes the appointment and then ratifies that at the next council meeting.

**Joe Allen** pointed out that there is so little money coming into the town and suggested hiring an accounting firm to take care of this. We may pay more for the services but the quality of work would be better and in the long run cheaper. We would have to have an actual treasurer that has a fidelity bond, but we could have a council member or other staff member designated as a treasurer and cross-train the clerk/recorder to act as an assistant treasurer in order to receive payments.

**Leeds Access Management Plan** – This is a public document that determines how we access and manage access onto roads. It is simply a guideline for new development to promote safety on our streets.

**Bob Nicholson** suggested that it would more cost effective to just take another city's document and tweak it to fit into our plan.

**Russ Funk** referenced St. George's plan. They address the number of access points, spacing of access points, medians, corner clearance, width of access points, turning radius, driveway profiles, shared accesses, etc.

**Road ROW Encroachments** - The Town has had a citizen file a complaint about an encroachment in the road, specifically rocks in the road on Silver Reef Drive. There are a number of physical objects in the road that pose a liability. This is not the only area in town that has issues. Years ago an actual survey for town roads was done and there were several places noted where there were encroachments. Letters were sent to the land owners that put them on notice and if in the future there was a problem the land owner would have to move the object at their own expense. The owner of the ROW (Town) is responsible for maintenance, but usually towns let the landowners who abut the ROWs maintain them as long as there are not dangerous conditions. If there are impediments that affect safe travel we do have a liability. There are historical markers in town that go out into the ROW but do not affect the travel lanes. If Main Street were ever widened these markers would have to be moved.

**Town Survey Concerning Leeds Future**

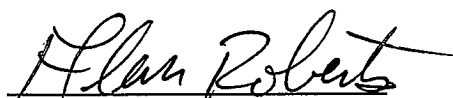
**Mayor Roberts** thinks that it is important for this body of politic to know what the citizens want the future of this town to be. He is in favor of putting out a survey asking which direction the people wish to go. This survey should explain the consequences of different choices.

**Brent DeMille** noted that there had been surveys in the past that maybe the town could reference. **Joe Allen** clarified that what needs to be addressed is whether or not the people in the Town of Leeds want to be a town, or whether they want to dis-incorporate, which would mean that Leeds would no longer offer any service.

**Brent DeMille** felt that the public needed to be aware of the costs involved and the limited funds that we have.

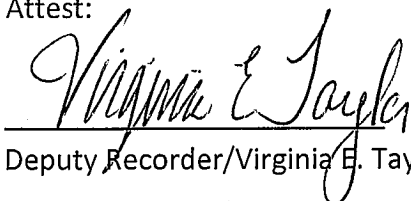
**Adjournment** – The motion to adjourn was made by Frank Lojko at 10:15 pm.

APPROVED ON THIS 24<sup>th</sup> DAY OF October, 2012



Mayor Alan Roberts

Attest:



Deputy Recorder/Virginia E. Taylor