

# Town of Leeds

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## Agenda Town of Leeds Town Council Wednesday, November 18, 2015

**PUBLIC NOTICE** is hereby given that the Town of Leeds Town Council will, after a brief public opening hold a **CLOSED MEETING** on Wednesday, November 18, 2015 at 5:30pm and a **PUBLIC MEETING** on Wednesday, November 18, 2015 at 7:00pm The Town Council will meet in the Leeds Town Hall located at 218 N Main, Leeds, Utah.

NOTE: IF YOU WISH TO SPEAK DURING CITIZEN COMMENT, PLEASE SIGN IN WITH THE RECORDER.

### Closed Meeting 5:30pm

A Closed Meeting may be held for the discussion of the character, professional competence, or physical or mental health of an individual as allowed by Utah State Law 52-4-205(1)(a); or for the discussion of pending or imminent litigation; as allowed by the Utah State Law 52-4-205(1)(c); or for the discussion of the purchase, sale, exchange, or lease of real property, including any form or a water right or water shares; as allowed by Utah Code 52-4-205(1)(d).

### Regular Meeting 7:00pm.

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Declaration of Abstentions or Conflicts
4. Consent Agenda:
  - a. Tonights Agenda
  - b. Meeting minutes of October 28, 2015.
5. Citizen Comments: No action may be taken on a matter raised under this agenda item. (Three minutes per person).
6. Announcements:
  - a. Biennial trash rate change to \$12.80 monthly and \$38.40 quarterly
  - b. Mayors Walk, 9:00am, Saturday, November 21
7. Public Hearings:
8. Action Items:
  - a. Ordinance 2015-10, 2016 Meeting Schedule
  - b. Independent Contractor Agreement for Town Planner
  - c. Approval of minutes of Board of Municipal Canvassers from Canvass on November 10, 2015
9. Discussion Items:
  - a. Quarterly Financial reports
  - b. Update on Water Rights for Silver Pointe Estates

10. Citizen Comments: No action may be taken on a matter raised under this agenda item. (Three minutes per person).

### 11. Staff Reports

Closed Meeting- A Closed Meeting may be held for the discussion of the character, professional competence, or physical or mental health of an individual as allowed by Utah State Law 52-4-205(1)(a); or for the discussion of pending or imminent litigation; as allowed by the Utah State Law 52-4-205(1)(c); or for the discussion of the purchase, sale, exchange, or lease of real property, including any form or a water right or water shares; as allowed by Utah Code 52-4-205(1)(d).

### 12. Adjournment

The Town of Leeds will make reasonable accommodations for persons needing assistance to participate in this public meeting. Persons requesting assistance are asked to call the Leeds Town Hall at 879-2447 at least 24 hours prior to the meeting.

The Town of Leeds is an equal opportunity provider and employer.

Certificate of Posting:

The undersigned Deputy Clerk/Recorder does hereby certify that the above notice was posted November 17, 2015 at these public places being at Leeds Town Hall, Leeds Post Office, the Utah Public Meeting Notice website <http://pmn.utah.gov>, and the Town of Leeds website

[www.leadstown.org](http://www.leadstown.org).



Kristi Barker, Deputy Clerk/Recorder

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# Town of Leeds

## Town Council Meeting for October 28, 2015

1. Call to Order:

Mayor Peterson called to order the regular meeting of the Leeds Town Council at 7:04pm on October 28, 2015, at Leeds Town Hall, 218 N Main.

**ROLL CALL:**

	<u>Present</u>	<u>Absent</u>
MAYOR: WAYNE PETERSON	x	_____
COUNCILMEMBER: RON CUNDICK	x	_____
COUNCILMEMBER: ANGELA ROHR	x	_____
COUNCILMEMBER: JOE ALLEN	_____	x
COUNCILMEMBER: NATE BLAKE	_____	x

2. Pledge of Allegiance by Mayor Peterson.

3. Declaration of Abstentions or Conflicts: None.

4. Approval of Agenda:

Councilmember Cundick moved to approve tonight's agenda and meeting minutes of October 14, 2015.

Councilmember Rohr indicated there is a correction to the meeting minutes on Page 4, under staff reports; \$1,200 should be \$12,000.

Mayor Peterson asked for a motion to approve tonight's agenda and meeting minutes of October 14, 2015 with the amendment. Councilmember Cundick, I so move. 2nd by Councilmember Rohr. Motion passed in a Roll Call Vote.

**ROLL CALL VOTE:**

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
MAYOR: WAYNE PETERSON	x	_____	_____	_____
COUNCILMEMBER: RON CUNDICK	x	_____	_____	_____
COUNCILMEMBER: ANGELA ROHR	x	_____	_____	_____
COUNCILMEMBER: JOE ALLEN	_____	_____	_____	x
COUNCILMEMBER: NATE BLAKE	_____	_____	_____	x

5. Citizen Comments: None.

6. Announcements:

Mayor Peterson announced the following events:

- a. Trunk or Treat, Saturday, October 31 at 6pm.
- b. Vote by Mail ballots must be postmarked by Monday, November 2.

7. Public Hearings: None.

8. Action Items:

9. Discussion Items:

a. Wild West Days

Town Council discussed 2015 Wild West Days. Next year, the event will change to another month with fewer activities within the County. It was also discussed that in order to have a successful event, more support from Councilmembers is needed; as well as, participation from the community.

b. 2015 Municipal Election Canvass

Mayor Peterson, the Municipal Election Canvass is required by law; it must be no earlier than 7 days after Election Day and no more than 14 days after Election Day. Because the second Wednesday is Veterans Day this year, we scheduled our November meeting on the 18<sup>th</sup> and I was not focused on the idea that a Canvass was supposed to take place. In the past, it has been a separate meeting that had been held purely for the Canvass because the Canvass is not directly a function of the Town Council; however, the Town Council is the actual entity that is to conduct the Canvass.

Councilmember Rohr, when is the Canvass?

Mayor Peterson, the Canvass's presentation will be made by a representative from the County involved with the Elections, who will bring here unsealed envelopes and share with Town Council the number of people who voted, the number of votes cast, cast for each candidate, the provisional ballots if there were any that needed to be ruled upon, with regards to if somebody was an eligible voter from Leeds or was not. After that is done, we will be called upon to certify the results of the Election and accept what was cast and counted. We are paying the County \$50.00 to serve as the tellers and count the ballots. I had no interest in trying to save that \$50.00 and develop a procedure where we could feel comfortable.

Councilmember Cundick, it was money well spent, especially when we had our people running. Mayor Peterson yes, it's something that there was no hesitation on. Bob arranged for that to be done, with regards to the counting of the votes. The time that the Municipal Official is available from the County is at 12:00pm on the 10<sup>th</sup>, which is on Tuesday. We need to have a quorum, our bylaws for the Meeting Requirement Ordinance says, you can have electronic participation; however, we are actually supposed to have a quorum physically at the normal meeting spot. Town Council discussed the Election further and agreed to go ahead with November 10<sup>th</sup> for the Election Canvass meeting.

c. 2016 Meeting Calendar

Mayor Peterson, this is not a Resolution tonight; but it will be one. We are required to meet at least once a month and what this looks at doing is having a meeting once a month except in the month of May. The actual budget must be approved in its final form before June 22, but not on June 22. My thought is that if it turns out because of delayed numbers coming from other sources, we will need to call a special meeting, either the week of the 22 or the prior week. I hope that we can get through the process and have our preliminary budget presented the first meeting in May and then hold the Public Hearing budget on the 25<sup>th</sup> of May; then the 8<sup>th</sup> of June, look to approve the budget. Otherwise, it is a single meeting on the second Wednesday of each month. The Planning Commission has traditionally met the first Wednesday of each month.

Councilmember Cundick, nothing jumps out at me as being unreasonable or any major conflict looking over it. If we discover something, I guess we can reconsider it.

Councilmember Rohr, November 11<sup>th</sup> Veterans Day, they have been holding it on a Monday for a decade.

Mayor Peterson, I do not believe so, I don't believe Veterans Day is a floating Holiday. I believe the Banks are closed on a Wednesday two weeks forward. I don't think that one floats to a Monday.

Councilmember Rohr, ok thank you.

Mayor Peterson and Councilmember Rohr discussed Town Hall Holidays. The 2016 meeting calendar reflects Federal Holidays; however, not the date that Town Hall will be closed for the Holidays.

10. Citizen Comments: None

11. Staff Reports:

Councilmember Rohr, I was pleased with the work that Antonio and Mark have been putting in clearing debris, dirt and repairing. He has been working hard at that and even with the trench that was dug by the water coming down to overpass 23, with filling that in. Do you have anything that you've heard from Darren about any further work on the roads?

Mayor Peterson, Darren said he would get back to me with any suggested added work; however, we are going to be having warranty work done on Canyon Creek. They are going to make it a noticeable V on the fabric before putting the rip rap in. What got washed away were areas that were closer to flat than to a V shape, there was no channel to hold it. Where there was a canal, the weight of the water did what it was supposed to do and push down through the fabric. The areas that had the worst damage previously held up wonderfully with this flooding; however, the areas further along that use to be at grade didn't have a deep enough dig done, so they are going to be back here within the week in order to do that. We also had some erosion between the sidewalk and the curb just South of Leeds Market where they did the curb and gutter last year. I had UDOT come by and I meet with them, they indicated that UDOT is responsible from the back of the curb, to the back of the curb on the other side of the road and nothing beyond the back of the curb. The one thing I suggested to them is, we are looking to do curb and gutter and sidewalk potentially through a different fund and it would probably be appropriate to do it along the same area that they are doing the curb and gutter. UDOT does not require the park strip that we historically have had. The park strip is the couple of feet in-between where we had about a 3 foot dig out of erosion and the risk of it undermining the road and undermining the sidewalk. What I suggest we consider, is actually doing a sidewalk adjacent to the curb and gutter from North of the Leeds Market where it currently ends by Vista up to the bennies.

Councilmember Cundick, instead of a park strip?

Mayor Peterson, instead of a park strip, a sidewalk.

Councilmember Cundick, you accomplish the same thing because it can't under cut as easily.

Mayor Peterson, correct and in the worst case scenario, the water is going to go up over the curb and gutter, up and over the 2% grade which the sidewalk is supposed to have.

Town Council discussed it further.

Mayor Peterson indicated that due to the damage from the rain next to the roads, I asked Antonio to get a price from Mark to clean out the drainage culverts that are next to the roadways.

Town Council discussed it further.

Mayor Peterson, the tree work is complete and the cost was \$850.00.

Mayor Peterson, another thing I looked into is a sliding scale for Zone changes. We are at the top end with the flat fee portion of them but we do have a couple other communities' within the County that share the \$1,000 fee for doing it; however, that is the very top end. The low end of it seems to be Hurricane at \$500. There was another that was \$300 but had a lot of added on costs to it, so I am not sure they were the cheapest. The variable is the number of lots and acres involved and that the economies of scale are granted as you get higher. The first hundred acres are at a higher rate, than the 100 to 500 are at a lower rate. Here I don't think we would be talking about to many places that would be over 100 acres to rezone. I will get it organized so we can see what is out there and then we can see what we would like to do with that. One thing I did see in a community is that they do charge \$1.00 for the mailing. It probably makes sense to do that because you are supposed to reflect your costs and not just try to arbitrarily set the fee. It would cover the cost of paper, envelope postage and labor to get it out the door. It will also let people know that this is the number of people being contacted and it is a part of their fee.

Councilmember Cundick that is useful because it at least ties it to something that is really happening so you can understand that there is a cost there.

Mayor Peterson, then the other money goes towards the Contract Planner, Engineers and Legal. I think it is justifiable, but we need to figure out what level we think is justifiable.

Councilmember Cundick, well two hours of the Lawyer would take a good chunk of that.

12. Adjournment:

Councilmember Cundick adjourned the meeting.

Time: 7:42pm.

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

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Mayor, Wayne Peterson

ATTEST:

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Kristi Barker, Deputy Clerk/Recorder

**TOWN OF LEEDS  
ORDINANCE 2015-10  
2016 MEETING SCHEDULE**

AN ORDINANCE OF THE LEEDS TOWN COUNCIL ESTABLISHING A TIME FOR REGULAR TOWN COUNCIL MEETINGS AND PLANNING COMMISSION MEETINGS

**WHEREAS**, the Town Council of the Town of Leeds has held a Town Council Meeting on the 18th day of November, 2015; and discussed the 2016 meeting schedules; and

**WHEREAS**, the Town Council decided that scheduling a Town Council Meeting once a month, and a Planning Commission Meeting once a month, to be the best means to conduct town business; and

**WHEREAS**, the Town Council of the Town of Leeds further recognizes the need to keep the schedule of the first Wednesday of each month for the Planning Commission Meeting, and the second Wednesday of each month for the Town Council Meeting; and

**WHEREAS**, the Town Council of the Town of Leeds understands the need to provide proper notice if any changes to this schedule become necessary.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LEEDS, UTAH, THAT THE FOLLOWING SHALL BE ADOPTED:**

1. The Leeds Planning Commission will conduct Planning Commission Meetings at 7:00 pm in the Leeds Town Hall on the first Wednesday of each month. Meetings can be adjusted with proper notification and as allowed by law.
2. The Leeds Town Council will conduct Town Council Meetings at 7:00 pm in the Leeds Town Hall on the second Wednesday of each month, with the exception of May. In May, Town Council Meetings will be held on the second and fourth Wednesday. Meetings can be adjusted with proper notification and as allowed by law.
3. The Town Council will provide proper notice of any changes to this 2016 Town of Leeds Meeting Schedule.
4. This Ordinance shall become effective on November 18, 2015.

**ROLL CALL VOTE:**

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	_____	_____	_____	_____
COUNCILMEMBER: RON CUNDICK	_____	_____	_____	_____
COUNCILMEMBER: ANGELA ROHR	_____	_____	_____	_____
COUNCILMEMBER: JOE ALLEN	_____	_____	_____	_____
COUNCILMEMBER: NATE BLAKE	_____	_____	_____	_____

**ORDINANCE 2015-10** WAS ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LEEDS, WASHINGTON COUNTY, STATE OF UTAH, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

Signed: \_\_\_\_\_

Wayne Peterson  
Mayor

Attest: \_\_\_\_\_

Kristi Barker  
Deputy Clerk/Recorder

# 2016 Meeting Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March						
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27	28	29	30	31		

April						
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May						
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29	30	31				

June						
Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28	29	30		

July						
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31						

August						
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28	29	30	31			

September						
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October						
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23	24	25	26	27	28	29
30	31					

November						
Su	Mo	Tu	We	Th	Fr	Sa
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27	28	29	30			

December						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Holiday

TC Meeting

PC Meeting

## INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into this 1st day of December, 2015 (the “Effective Date”) by and between the Town of Leeds, a municipal corporation of the State of Utah (“Town”), and Bob Nicholson, an individual (“Contractor”). The Town and Contractor may be hereinafter referred to collectively as the “Parties”.

### RECITALS

A. Contractor is willing to provide services to the Town, and the Town is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement.

B. The Parties have negotiated, discussing various terms, and desires to create one final expression of the agreed terms of their business relationship.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, representations and warranties set forth herein, the Parties hereto agree as follows:

1. **ENGAGEMENT.** Commencing as of the Effective Date, the Town engages Contractor to conduct the services described in Section 2 below and to consult on such projects as are assigned to Contractor, from time to time by the Town.

2. **SERVICES.**

A. Contractor hereby agrees to perform Town Planner duties and functions for the Town including but not limited to:

- (1) Review annexation, building permits and subdivision applications;
- (2) Review and revise checklists;
- (3) Review of ordinances; and
- (4) Provide recommendations to Town Council and Planning Commission.

B. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established by the Town.

C. Contractor shall perform such duties as specified by this contract and are customarily performed during the course of performing the above noted services.

3. **BEST EFFORT OF CONTRACTOR.** Contractor agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talents, perform all of the

duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of the Town. Contractor agrees that during the term of this Agreement, Contractor shall not engage in any activity that conflicts with the Town's business interests or interferes with the independent exercise of Contractor's judgment in the Town's best interests; provided that nothing in this provision is intended to preclude Contractor from providing services to other entities and individuals during the term of this Agreement. Notwithstanding this right to perform services for others, Contractor agrees to devote as much of his time and attention to Town matters as shall be necessary to accomplish the tasks assigned in an efficient and timely manner.

4. TERM OF CONTRACT. This Agreement shall be in effect beginning as of the Effective Date, and ending on the one year anniversary thereof unless earlier terminated or renewed as set forth herein. Unless terminated prior to any anniversary of the Effective Date, this contract shall automatically renew for one additional year term subject to the rights of the Parties set forth in Section 5 below.

5. TERMINATION OF CONTRACT. Either Party shall have the right to terminate this contract with thirty (30) days written notice to the other Party.

6. COMPENSATION OF CONTRACTOR. The Town shall pay Contractor, and Contractor shall accept from the Town, in full payment for Contractor's services under this agreement, \$60.00 per hour for each hour Contractor spends performing work or services for the Town pursuant to this Agreement.

7. RETURN OF EQUIPMENT, INCLUDING OFFICE KEYS, ON TERMINATION. Upon termination of this Agreement, all Town property in the possession of Contractor shall be promptly returned to the Town by Contractor.

8. BENEFITS. Contractor shall have no right to, and shall not be provided with, any benefits pursuant to this Agreement, other than the compensation set forth in Section 6 above.

9. INDEPENDENT CONTRACTOR STATUS. Contractor acknowledges and agrees that Contractor is an independent contractor and not an agent or an employee of the Town. The amount of time and effort devoted by Contractor to the services provided under this Agreement shall be within the sole discretion and control of Contractor. Furthermore, Contractor shall be free to determine, in his sole discretion, the methods and techniques that, in Contractor's opinion, will best accomplish the services; provided, however, that such methods and techniques shall be in accordance with good and reputable business practices. Contractor acknowledges that Contractor is responsible to pay and agrees to pay any and all applicable federal and state self-employment taxes and/or fees, in connection with his activities under this Agreement, and that Contractor will abide by all applicable federal, state, and local laws in connection with the services provided hereunder.

10. NO AGENCY. Contractor is authorized to represent himself as an independent contractor of the Town, but shall have no authority to and shall not represent that he has authority to bind the Town in any manner.

11. INTELLECTUAL PROPERTY. Contractor agrees that any and all ideas, improvements, designs, plans, schematics and inventions conceived, created or first reduced to practice in the performance of work under this Agreement, shall be the sole and exclusive property of the Town.

12. USE OF TOWN PROPERTY. Should the Town permit Contractor to use any of the Town's equipment, tools or facilities during the term of this Agreement, such permission will be gratuitous and Contractor shall indemnify and hold harmless the Town and its officers, directors, agents, and employees from and against any claim, loss, expense, or judgment of injury to person or property (including death) arising out of the use of any such equipment, tools or facilities, whether or not such a claim is based on its condition or on the alleged negligence of the Town in permitting its use.

13. GENERAL INDEMNIFICATION. In addition to any other indemnification obligations under this Agreement, Contractor herewith agrees to indemnify and hold the Town, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise, of the Contractor under this Agreement.

14. CONFLICTS OF INTEREST. Contractor agrees to refrain from accepting or conducting assignments from any persons, firms or companies during the term of this Agreement which would materially conflict with or impair Contractor's unbiased performance of the services set forth herein.

15. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understanding, whether written or oral, relating to its subject matter. Each of the Parties acknowledges that he or it has relied on its own judgment in entering into this Agreement.

16. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced by writing signed by each Party or an authorized representative of each Party.

17. NOTICES. All notices and demands of any kind which either Party may wish to serve upon the other Party shall be in writing and shall be served upon the Parties at the addresses set forth below, or at any other address so disclosed in the future:

If to the Town: 218 N. Main Street  
P.O. Box 460879  
Leeds, Utah 84746

If to Contractor: Bob Nicholson

\_\_\_\_\_  
\_\_\_\_\_

Notices shall be made effective (i) upon personal delivery during normal business hours; (ii) via United States Mail, registered or certified, return receipt requested, upon the date of delivery evidenced upon the receipt; (iii) upon receipt by receiving party via facsimile, as may be evidenced by facsimile confirmation print-out; upon receipt by receiving party via e-mail, as may be evidenced by printed confirmation of the e-mail; or (iv) upon receipt by the receiving party via United States Postal Service Express Mail, overnight or express courier service to the addresses listed above.

18. CHOICE OF LAW. It is the intention of the Parties that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted, with the exception that any action arising out of federal law shall be construed in accordance with and under and pursuant to the federal laws at issue.

19. WAIVER. No failure on the part of either of the Parties to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right power or privilege under this Agreement preclude any other further exercise thereof or the exercise of any other right, power or privilege. No waiver of any right, power or privilege under this Agreement shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

20. EFFECT OF PARTIAL INVALIDITY. The invalidity of any portion of this Agreement for any reason will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

21. ASSIGNMENT. This Agreement constitutes a personal contract that may not be assigned by Contractor without the prior written consent of the Town.

22. HEADINGS. The titles to the Sections of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Executed to be effective as of the date first set forth above.

CONTRACTOR:

TOWN:

TOWN OF LEEDS  
a Utah municipal corporation

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Bob Nicholson

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Mayor Peterson

Attest:

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Kristi Barker, Deputy Clerk/Recorder

# Town of Leeds

## Canvass for the 2015 Municipal Election Minutes November 10, 2015

1. Call to Order:

Mayor Peterson called to order the Canvass for the 2015 Municipal Election meeting at 12:03pm on November 10, 2015, at Leeds Town Hall, 218 N Main.

2. Pledge of Allegiance by Mayor Peterson.

3. Roll Call:

ROLL CALL:

	<u>Present</u>	<u>Absent</u>
MAYOR: WAYNE PETERSON	x	
COUNCILMEMBER: RON CUNDICK	x	
COUNCILMEMBER: ANGELA ROHR	x	
COUNCILMEMBER: JOE ALLEN		x
COUNCILMEMBER: NATE BLAKE		x

4. Canvass of the 2015 Municipal Elections for the Town of Leeds:

Melanie Abplanalp the Election Clerk for the County, the Election Night results were tallied in the County Clerk's Office under contract from Leeds Town to count the ballots. The unofficial Election Night results were:

Town Council

Joe Allen	128
Elliott Sheltman	137
Nate Blake	132

On Election Night, nothing is ever final; especially in a vote-by-mail precinct, as you here in the Town of Leeds are. To have a ballot be eligible to count, it needs to be postmarked no later than the Monday before the Election, so November 2<sup>nd</sup> and received into the County Clerk's Office before the canvass date, which is today, by the time we get our mail. As of this morning, we had received 12 other eligible absentee ballots that came into our office that were date stamped the 2<sup>nd</sup> or prior. We also did have 2 people come into the County Clerk's Office to get a provisional ballot because they did not receive, or they had lost their by-mail ballot. We do go through a process where we utilize the State Voter Data Base System to verify signatures on the ballots that have come back, so we have gone ahead and done that. We have gone ahead and tallied those for you. So we are going to add in the results of the other 14 ballots that were counted, 12 eligible absentee and 2 eligible provisional ballots. The official Election results counted by the Washington County Clerk's Office for the Leeds Town, November 3, 2015 Election are:

Town Council

Joe Allen	137
Elliott Sheltman	141
Nate Blake	144

Number of Registered Voters	456
Number of Ballots Cast	243
Percentage Voter Turn-out	53.28%

Melanie Abplanalp discussed the following information that the County Clerk's Office will be leaving at the Leeds Town Hall:

1. Counted ballots and envelopes.
2. Unused ballots
4. 2 Tally sheets
5. Official Register, which is the property of Washington County.
5. Provisional book

Councilmember Cundick, I want to thank Melanie and the others who did this. I appreciate it, good job.

Councilmember Rohr, I have 2 questions. One, is there any way to review the names of our registered voters for future purposes? Are they in there also, not just the ones who voted?

Melanie Abplanalp, yes this is a list of every registered voter as of Election Day.

Councilmember Rohr and from that, if there are people that we know are dead or have moved away, do we have any response?

Melanie Abplanalp, good question. I do have a very tight constraint of people that I can remove from the voter roll. If somebody passes away in the State of Utah, we do usually get monthly updates from the Bureau of Vital Records. Now, if somebody is deceased and they have moved out of State, that one I unfortunately would not be able to do anything about. I would have to have a death certificate before I could go ahead and change those.

Councilmember Cundick, if we know they moved out of the State, what do you need from us?

Melanie Abplanalp, that is also tough. Information, name, address to as where they are. The Code section does not give me the flexibility to be able to just remove somebody because of what someone said. I do have to have good physical proof.

Councilmember Rohr, if they sent you a letter?

Melanie Abplanalp, yes that would be another way that we could do that.

Councilmember Cundick, if we continue vote-by-mail, I assume if they were not removed, it would come to the Leeds address and not to an out of state address you have it mailed to?

Melanie Abplanalp, any mailing that we do to a resident out here that comes back as undeliverable, or with a forwarding address, gets put on what's called an inactive file and we do reach out to them and send them a notification saying "We got this back and do you really still live there"?

Councilmember Rohr, my second question that you may not have an answer to is what is the cost to the Town to do an Election like this?

Melanie Abplanalp that is one I can't tell you for sure, he (Bob) ordered the supplies. There are some things that I can help with.

Councilmember Rohr, other than supplies, there is no other addition?

Melanie Abplanalp, supplies and there's costs to the County for counting and processing a little bit, but it is mostly the supplies and the actual mailing the ballots for those costs.

Mayor Peterson asked for a motion to approve the Canvass of the 2015 Municipal Election for the Town of Leeds.

Councilmember Rohr, I so move. 2<sup>nd</sup> by Councilmember Cundick. All voted "Aye". Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x	_____	_____	_____
COUNCILMEMBER: RON CUNDICK	x	_____	_____	_____
COUNCILMEMBER: ANGELA ROHR	x	_____	_____	_____
COUNCILMEMBER: JOE ALLEN	_____	_____	_____	x
COUNCILMEMBER: NATE BLAKE	_____	_____	_____	x

5. Adjournment:  
Councilmember Cundick adjourned the meeting.  
Time: 12:13pm.

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor, Wayne Peterson acting as Chairman of the Board of Municipal Canvassers

ATTEST:

\_\_\_\_\_  
Kristi Barker, Deputy Clerk/Recorder

TOWN OF LEEDS, UTAH  
 WORKING BUDGET FORMAT  
 1ST QUARTER ENDED SEPTEMBER 30, 2015

Source of Revenue	2015-16 Approved Budget	3 Months Ended 09-30-2015 Actual YTD	2015-2016 Comparison to Estimated Over ( Under)
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CHARGES FOR SERVICES	\$62,575.00	\$12,422.85	-\$50,152.15
CONTRIBUTIONS & TRANSFERS	\$159,024.00	\$13,137.52	-\$145,886.48
Donations/Grants	-0-	\$2,250.00	\$2,250.00
IMPACT FEES INCOME	\$15,360.00	\$10,240.00	-\$5,120.00
INTERGOVERNMENTAL REVENUE	\$59,581.00	\$17,436.27	-\$42,144.73
LICENSES & PERMITS	\$25,725.00	\$7,447.70	-\$18,277.30
MISC. REVENUE	\$4,300.00	\$10,514.68	\$6,214.68
TAXES	\$197,900.00	\$31,784.78	-\$166,115.22

<u>Total Revenue</u>	<u>\$524,465.00</u>	<u>\$105,233.80</u>	<u>\$419,231.20</u>
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Source of Expense	2015-16 Approved Budget	3 Months Ended 09-30-2015 Actual YTD	2015-2016 Comparison to Estimated Over ( Under)
DEBT SERVICE	\$6,181.00		-\$6,181.00
GENERAL GOVERNMENT	\$183,740.00	\$22,639.24	-\$161,100.76
HIGHWAYS & STREETS	\$233,384.00	\$36,196.96	-\$197,187.04
Parks/Public Works	\$58,160.00	\$17,625.75	-\$40,534.25
SANITATION	\$43,000.00	\$10,464.25	-\$32,535.75

<u>Total Expense</u>	<u>\$524,465.00</u>	<u>\$86,926.20</u>	<u>\$437,538.80</u>
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<u>Net ordinary income-loss</u>	<u>\$0.00</u>	<u>\$18,307.60</u>	<u>-\$18,307.60</u>
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November 17, 2015

RE: Final Plat Map for Silver Pointe Estates, Phase #1  
Availability of Water to Serve the Subdivision.

Mayor Peterson and Town Council,

To bring you up to date concerning the water rights for our project, we have been discussing with the LDWA Board and their attorney a solution for their concerns about the 60 acre feet of water we deeded to them. The LDWA board indicated that in order to satisfy their concerns they wanted us to issue them a Warranty Deed for the water. We have agreed to do that and have submitted a Warranty Deed and agreement to LDWA and are waiting for their review and comments. When these documents are approved by the board we will submit them to the Town Council for approval in the December meeting.

While we are working to complete the documents we would like to get the Plat ready for recording. I wish to propose that you allow us to prepare the Final Plat for signature, have the Town staff get the necessary signatures on the Plat, and then hold it to be recorded after the Town Council is satisfied that we have met the requirement to provide water for our project. This way when we receive approval of the water rights and agreement with LDWA in your December meeting the plat will be ready to record. We also need to have the CC&R's approved and ready to record with the Plat Map. We will prepare the Letter of Credit and have it ready at the time of recording in December.

Silver Reef Investment Holdings, LLC

By: *Rick Sant*  
Rick Sant