

FOUR MILE SPECIAL SERVICE DISTRICT

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100

FOUR MILE SPECIAL SERVICE DISTRICT

June 10th, 2025

[Zoom Meeting Link](#)

Meeting ID: 850 6977 8799

Passcode: 528569

6:45 PM Four Mile Special Service District Board Meeting

1. **Call to Order**
2. **Consent Item**
 - a. Approval of meeting minutes for March 11th, 2025 as presented.
3. **Business Items**
 - a. Discussion/possible action to adopt Lynn Irrigation Company Agreement.
[Jennie Knight]
4. **Board/Staff Follow-Up**
5. **Adjournment**

The foregoing Four Mile Special Service District agenda was posted and can be viewed at City Hall, on the City's website harrisvillecity.gov, and at the Utah Public Notice Website at <http://pmn.utah.gov>. Notice of this meeting has also been duly provided as required by law.

In accordance with the Americans with Disabilities Act, the City of Harrisville will make reasonable accommodations for participation in the meeting. Requests for assistance may be made by contacting the City Recorder at (801) 782-4100, at least three working days before the meeting.

Posted: By: Jack Fogal, City Recorder.

MINUTES
FOUR MILE SPECIAL SERVICE DISTRICT
March 11, 2025
363 West Independence Blvd
Harrisville, UT 84404

Minutes of a regular Four Mile Special Service District meeting held on March 11th, 2025 at 6:45 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.

Present: Chair Michelle Tait, Trustee Karen Fawcett, Trustee Grover Wilhelmsen, Trustee Blair Christensen, Trustee Max Jackson, Trustee Steve Weiss.

Excused:

Staff: Jennie Knight, City Administrator, Brody Flint, City Attorney, Justin Shinsel, Public Works Director, Jack Fogal, City Recorder, Jill Hunt, City Treasurer.

Visitors: Arnold Tait, Blaine Burrows.

1. Call to Order.

Chair Tait called the meeting to order and welcomed all in attendance.

2. Consent Items

a. Approval of The Meeting Minutes For December 10th, 2024 As Presented

Motion: Trustee Fawcett made a motion to approve the meeting minutes for December 10th, 2024 as presented, second by Trustee Jackson.

The vote on the motion was as follows:

Trustee Wilhelmsen, Yes
Trustee Weiss, Yes
Trustee Christensen, Yes
Trustee Jackson, Yes
Trustee Fawcett, Yes

The motion passed unanimously.

Board Member Wilhelmsen arrived at this time.

3. Business Items.

a. Harrisville Fields Annexation Update.

Jack Fogal explained while the county was reviewing the plat for annexation they found a mistake in the legal description. It was a minor change but the county stated it could hold up the annexation with the LG's office. He wanted to inform the Board of the minor change and get their approval before sending the annexation to the LG's office. Trustee Fawcett inquired if this will affect the city. Jack Fogal stated it would not. The Board approved the change.

b. Discussion/possible action to adopt District Standards and Fee Schedule.

Jennie Knight explained the standards for the District were sent to the Board in the packet. Matt Robertson has been working on the standards for the District. These will be the new standard for developments within the Four Mile Special Service District. Trustee Jackson inquired what differences there were with these standards. Justin Shinsel explained there are no differences between current city standards and these. We need to adopt our standards as the District separate from the city's.

Motion: Trustee Weiss made a motion to adopt District Standards and Fee Schedule, second by Trustee Fawcett.

The vote on the motion was as follows:

Trustee Wilhelmsen, Yes
Trustee Weiss, Yes
Trustee Christensen, Yes
Trustee Jackson, Yes
Trustee Fawcett, Yes

The motion passed unanimously.

4. Board/Staff Follow-Up.

5. Adjournment

Trustee Fawcett motioned to adjourn the meeting, second by Trustee Weiss.

The vote on the motion was as follows:

Trustee Wilhelmsen, Yes
Trustee Weiss, Yes
Trustee Christensen, Yes
Trustee Jackson, Yes
Trustee Fawcett, Yes

The motion passed unanimously.

The meeting adjourned at 6:51 P.M.

MICHELLE TAIT
Chair

ATTEST:

Jack Fogal
City Recorder

AGREEMENT

This Agreement is entered into this ____ day of _____, 2025, by and between **North Street LLC**, a Utah limited liability company ("Developer"), **Harrisville City**, ("City"), and the **4 Mile Special Service District**, a Utah special service district ("District").

RECITALS

- A. Developer is the owner of **22 water shares** in the **Lynne Irrigation Company** ("Water Shares").
- B. Developer intends to transfer the Water Shares to the City to satisfy water dedication requirements associated with the development of a subdivision known as **Harrisville Fields** (the "Subdivision"). **See Exhibit "A" legal description.**
- C. As a condition of allowing the transfer, the Lynne Irrigation Company requires that the City and District agree that the Water Shares shall not be used to provide secondary water service to any property outside the Subdivision.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Developer, the City, and District agree as follows:

1. **Use Limitation.** The City and District agree that the 22 Water Shares transferred by North Street LLC to Harrisville City shall be used solely to provide secondary water service to lots or common areas located within the boundaries of the Harrisville Fields Subdivision. **This Agreement entitles the Subdivision to use the water subject to any assessments and the applicable schedules being followed as issued each year. The schedule will include a starting time and an ending time that varies each year. The headgates shall be lowered at the starting time and raised at the ending time to allow the flow to the next user(s) in line. It is also noted that the Canal might not have any overflow in the Canal when the above members are using their turn(s) and when the Subdivision takes their turn, there might not be any overflow during the Subdivision's turn. Drought restrictions and other limitations may apply.**
2. **No Off-Site Use.** The City and District further agree that the Water Shares shall not be used to provide water to any location outside of the Harrisville Fields Subdivision, nor shall they be piped or diverted for off-site use at any future point.
3. **Binding Effect.** This Agreement shall be binding upon the City and District and may be relied upon by the Lynne Irrigation Company in processing the requested transfer.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
5. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, whether oral or written.

6. **Amendments.** This Agreement may not be amended or modified except by a written instrument executed by the parties.
7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered via facsimile or electronic means shall be deemed valid and binding.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date herein above first mentioned;

Harrisville City

4 Mile Special Service District

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

ITS: _____
Title

ITS: _____
Title

State of Utah)
) ss:
County of _____)

On the day of , 2024, personally appeared before me
who being by me duly sworn did say that he/she is the _____ of **Harrisville City**
and that the foregoing instrument was signed in behalf of **Harrisville City** and he/she duly
acknowledged to me that he/she executed the same.

Notary Public

State of Utah)
) ss:
County of _____)

On the day of , 2024, personally appeared before me
who being by me duly sworn did say that he/she is the _____ of **4 Mile Special
Service District** and that the foregoing instrument was signed in behalf of the **4 Mile Special Service
District** and he/she duly acknowledged to me that he/she executed the same.

Notary Public

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date herein above first mentioned;

North Street LLC

Lynne Irrigation Company

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

ITS: _____

Title

ITS: _____

Title

State of Utah)
) ss:
County of _____)

On the day of , 2024, personally appeared before me
who being by me duly sworn did say that he/she is the _____ of the
North Street LLC and that the foregoing instrument was signed in behalf of the limited liability
company and he/she duly acknowledged to me that he/she executed the same.

Notary Public

State of Utah)
) ss:
County of _____)

On the day of , 2024, personally appeared before me
who being by me duly sworn did say that he/she is the _____ of the
Lynne Irrigation Company and that the foregoing instrument was signed in behalf of the Company
and he/she duly acknowledged to me that he/she executed the same.

Notary Public

Exhibit A

All of Lot 3 and Lot 4, Hart Subdivision No. 1 Lot 3 1st Amendment, a recorded subdivision in the office of the Weber County Recorder as Entry no. 2255778 in Book 65 at Page 98 with a recording date of April 12, 2007.

Total Parcel Description

A Part of the East Half of Section 7 and the West Half of Section 8, Township 6 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the north line of Lot 3, Hart Subdivision No. 1 Lot 3 1st Amendment, a recorded subdivision in the office of the Weber County Recorder as Entry no. 2255778 in Book 65 at Page 98 with a recording date of April 12, 2007, said point being South 0°20'38" East 1749.91 feet from the Northwest Corner of Section 8, Township 6 North, Range 1 West, Salt Lake Base and Meridian, and running:

Thence South 72°52'11" East 447.13 feet along the north line of said Lot 3;

Thence South 58°17'31" East 272.60 feet along the north line of said Lot 3;

Thence South 49°33'36" East 157.06 feet along the north line of said Lot 3;

Thence North 13°29'19" East 549.63 feet along the west line of said Lot 3 to the south line of Harrisville Road;

Thence South 49°33'36" East 67.31 feet along the north line of said Lot 3 and also being along the south line of Harrisville Road;

Thence South 13°29'19" West 649.63 feet along the east line of said Lot 3;

Thence South 49°33'36" East 101.27 feet along the north line of said Lot 3 to the west line of Taylor Ranchettes Subdivision;

Thence South 24°45'06" West 1479.47 feet along the east line of said Lot 3 to and along the east line of Lot 4 of the aforementioned Hart Subdivision No. 1 Lot 3 1st Amendment and also along the west line of Taylor Ranchettes Subdivision, and beyond;

Thence South 0°47'49" West 352.34 feet along the east line of said Lot 4, and beyond to the north line of Fort Bingham Phase 1, also being the current centerline of 400 North Street, (a 60 foot road);

Thence North 88°29'52" West 278.41 feet along the center line of 400 North Street and beyond and also along the north line of Fort Bingham Phase 1 to an interior corner of Fort Bingham Phase 1, being on the east line of Lot 1, Fort Bingham Phase 1 and also being on the section line;

Thence North 1°00'15" East 11.63 feet along the east line of Fort Bingham Phase 1 to the Northeast Corner of Fort Bingham Phase 1, also being a Southeast Corner of Lot 4, Hart Subdivision No.

1 Lot 3 1st Amendment, and also being on the section line;

Thence North 88°54'10" West 152.31 feet along the north line of Lot 1, Lot 2 and Lot 3 of Fort Bingham Phase 1, also being on the south line of Lot 4, Hart Subdivision No. 1 Lot 3 1st Amendment to the Southwest Corner of Lot 4, Hart Subdivision No. 1 Lot 3 1st Amendment;

Thence North 0°32'49" East 1021.32 feet along the west line of said Lot 4 to an angle point in the west line of Hart Subdivision No. 1 Lot 3 1st Amendment;

Thence North 0°13'49" East 885.10 feet along the west line of said Lot 4 to and along the west line of said Lot 3, Hart Subdivision No. 1 Lot 3 1st Amendment;

Thence North 0°30'49" East 398.60 feet along the west line of said Lot 3 to the Northwest Corner of said Lot 3, Hart Subdivision No. 1 Lot 3 1st Amendment; ;

Thence South 72°52'11" East 161.27 feet along the north line of said Lot 3, Hart Subdivision No. 1 Lot 3 1st Amendment to the point of beginning.

Contains 1,614,753 square feet, 37.070 acres.