

NOTICE AND AGENDA
Grapevine Wash Local District
Board of Trustees
Special Meeting

Notice Is Hereby Given that the Grapevine Wash Local District Board of Trustees will Hold a Meeting on April 17, 2025, Via Zoom Meeting (Link Below) At 3:30 P.M.

- A. Call to Order
- B. Consider Approval of the Draft Minutes from the Board Meeting held December 11, 2024
- C. Consideration of Resolution 2025-01, A Resolution Approving the Interlocal Agreement with Ash Creek Special Service District for Sewer Services
- D. Board and Staff Reports and Updates
- E. Adjourn

For any questions or needed accommodations call Brecken Anderson at 435-773-7476.

This meeting will be held via Zoom so members of the Board and the public will all be participating electronically. Motions relating to any of the items listed above, including final action, may be taken. Meetings may be closed for reasons allowed by statute. This meeting can be accessed through Zoom at:

Join Zoom Meeting

<https://us06web.zoom.us/j/85845305461?pwd=wP3Zh18CYFfRzxwgbMzb9EHa118pD9.1>

Meeting ID: 858 4530 5461

Passcode: 378612

MINUTES
Grapevine Wash Local District
Board of Trustees
Special Meeting

Notice Is Hereby Given that the Grapevine Wash Local District Board of Trustees will Hold a Meeting on December 11, 2024, Via Zoom Meeting (Link Below) At 4:30 P.M.

Members Present: Paul Morris, Michael Wagstaff, Davis Anderson, and Dick Miller
Also Present: Brecken Anderson, Jared Mosher, and Mason Morris

- A. Call to Order
 - a. 4:33pm call to order by Paul Morris
- B. Consider Approval of the Draft Minutes from the Board Meeting held November 19, 2024
 - a. Dick moves to approve
 - b. Davis Seconds
 - c. No discussion
 - d. All are in favor
- C. Consider approval of A JOINT RESOLUTION OF THE TOWN COUNCIL OF LEEDS, UTAH, THE BOARD OF TRUSTEES OF GRAPEVINE WASH LOCAL DISTRICT, AND THE ADMINISTRATIVE CONTROL BOARD OF ASH CREEK SPECIAL SERVICE DISTRICT, REQUESTING THE ANNEXATION OF PROPERTY WITHIN THE BOUNDARIES OF LEEDS INTO ASH CREEK SPECIAL SERVICE DISTRICT
 - a. Paul explains the Resolution
 - b. Paul motions to approve
 - c. Dick seconds the motion
 - d. No discussion
 - e. All are in favor
- D. Board and Staff Reports and Updates
 - a. No major updates. Project is underway and streets are looking good.
- E. Adjourn
 - a. Dick motions to adjourn
 - b. Mike seconds the motion
 - c. All are in favor

For any questions or needed accommodations call Brecken Anderson at 435-773-7476.

This meeting will be simulcast via Zoom so members of the Board and the public may participate electronically. Motions relating to any of the items listed above, including final action, may be taken. Meetings may be closed for reasons allowed by statute. This meeting can be accessed through Zoom at:

Join Zoom Meeting

<https://us06web.zoom.us/j/85118954221?pwd=bn2DjugaWnzFGkRiUSWK9obVbUn3Jh.1>

Meeting ID: 851 1895 4221

Passcode: 280259

DRAFT

GRAPEVINE WASH LOCAL DISTRICT

RESOLUTION 2025-01

**A RESOLUTION OF THE GRAPEVINE WASH LOCAL DISTRICT ("GRAPEVINE") APPROVING
AN INTERLOCAL COOPERATION AGREEMENT WITH ASH CREEK SPECIAL SERVICE
DISTRICT ("ASH CREEK") REGARDING SEWER SERVICES WITHIN GRAPEVINE'S
BOUNDARIES**

WHEREAS, Chapter 13, Title 11 Utah Code Annotated 1953, as amended ("Interlocal Act") Ash Creek and Grapevine are authorized to enter into contracts with one another; and

WHEREAS, the Interlocal Act §11-13-202.5(l)(b) requires Grapevine's Board of Trustees, acting as its legislative body, to approve the agreement; §11-13-202.5(2) requires that the agreement be approved by resolution or ordinance which shall specify the effective date; §11-13-202.5(3) requires that the agreement be submitted to Grapevine's attorney for review as to proper form and compliance with applicable law; and §11-13-209 provides that the agreement does not take effect until it is filed with Grapevine's keeper of records;

NOW, THEREFORE, BE IT RESOLVED BY THE GRAPEVINE WASH LOCAL DISTRICT BOARD OF TRUSTEES that the Interlocal Cooperation Agreement with the substantial form Ash Creek Special Service District attached ("Agreement"), the Agreement shall be filed with the District Clerk, as the record keeper for Grapevine; the effective date is when the Parties execute the Agreement, as provided in Section 2; and, the Agreement has been reviewed and approved as to form by Grapevine's attorney, as it will be evidenced by the signature in the Agreement.

PASSED AND ADOPTED this 17th day of April 2025.

Grapevine Wash Local District

Paul Morris, Chair

Attest:

Brecken Anderson, District Clerk

When Recorded Return To:

Ash Creek Special Service District
1539 Sand Hollow Road
Hurricane, Utah 84737

Affects Parcel(s) No(s):

L-3179-A-3-B-GW
L-3281-GW
L-3281-A-GW
L-3282-D-2-GW
L-3282-F-GW
L-3282-G-GW
L-3284-B-GW
L-3284-A-1-GW
L-3285-GW
L-3286-GW
L-3287-GW
L-3289-GW

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 2025, by and between Ash Creek Special Service District, a special service district organized and existing under the laws of the State of Utah (hereinafter referred to as "Ash Creek"), and Grapevine Wash Local District, a local district organized and existing under the laws of the State of Utah (hereinafter referred to as "Grapevine"), collectively referred to as "the Parties."

Recitals:

- A. Ash Creek was created by the Washington County Commission pursuant to Utah Code §17D-1-101 et. seq. for the purpose of providing wastewater collection and treatment services to residents and businesses in various municipalities and unincorporated areas located primarily east of I-15.
- B. Ash Creek is the owner and operator of wastewater collection and treatment facilities and currently provides services to residents and businesses within its boundaries, which currently includes Hurricane, LaVerkin, Toquerville, Apple Valley and Virgin, respectively, as well as other unincorporated area.
- C. Grapevine was created by the Town of Leeds pursuant to Utah Code Ann. §17B-1-101 et. seq. for the purpose, inter alia, of providing wastewater collection and treatment services to residents and property owners within Grapevine's boundary, more particularly described in Exhibit A attached hereto and made a part hereof, which is located outside the boundaries and service area of Ash Creek.

- D. In September 2024, Grapevine obtained financing for construction and installation of sewage collection lines and related facilities to serve the area within the Grapevine boundary but lacks the experience and expertise necessary for efficient operation and maintenance of such lines and facilities.
- E. Pursuant to Utah Code Ann. §11-13-101 et. seq. and Utah Code Ann. 17D-1-103(2)(p), the Parties are granted authority to enter into an interlocal cooperation agreement whereby Ash Creek shall be authorized to provide to an area outside its boundaries any service that Ash Creek is authorized to provide within its own boundaries.
- F. The Parties desire to avail themselves of the experience and expertise of Ash Creek by entering into an Interlocal Agreement (hereafter "the Agreement") specifying the terms and conditions pursuant to which Ash Creek will provide to Grapevine certain services related to operation and maintenance of any wastewater collection and treatment system which may be installed and constructed within the Grapevine area.

Agreement:

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows.

- 1. Incorporation of Recitals. Recitals A-F are hereby incorporated herein by this reference as if fully set forth.
- 2. Term of Agreement. This Agreement shall take effect upon execution by the Parties and shall continue in full force and effect until such time that the Grapevine area is annexed into Ash Creek.
- 3. Obligations of Grapevine. Grapevine covenants and agrees that it shall:
 - a. Obtain all necessary permits and right-of-way easements for construction and installation of sewer collection lines and related facilities within the Grapevine boundary.
 - b. Design, construct and install, at its expense, all sewer collection lines and related facilities within the Grapevine boundary in accordance with Ash Creek's Development Procedures Design Standards and Construction Specifications, dated January 2023, or as modified from time to time by resolution of Ash Creek's Administrative Control Board.

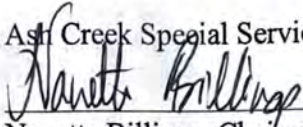
- c. Connect, at its expense, all sewer collection lines and related facilities within the Grapevine boundary to Ash Creek's main line at such location and at such time as may be mutually agreed by the Parties.
 - d. Comply with all rules and regulations of Ash Creek as contained in Ash Creek's Rules of Operation, dated February 27, 2014, or as may be modified from time to time by resolution of Ash Creek's Administrative Control Board.
 - e. Pay to Ash Creek, or ensure payment to Ash Creek through a 3rd party agreement satisfactory to Ash Creek, within 15 days of the date of receipt of billing for all fees and charges billed by Ash Creek for (i) routine maintenance and operation of the Grapevine sewer lines and related facilities, and (ii) all monthly fees for residences within Grapevine's boundaries.
 - f. Be responsible for the cost of repair, replacement or upsizing of any part of the sewer collection and treatment facilities constructed and installed within the Grapevine boundary.
 - g. At such time as may be requested by Ash Creek, Grapevine shall give all consents and approvals necessary for annexation of the Grapevine boundary into the boundaries of Ash Creek.
 - h. At such time as the Grapevine boundary is annexed into Ash Creek, Grapevine shall, at no cost to Ash Creek and free and clear of all debts or encumbrances, transfer and convey ownership of the Grapevine sewer collection and treatment facilities to Ash Creek.
4. Obligations of Ash Creek. Ash Creek covenants and agrees as follows:
- a. To provide consultation services to Grapevine in connection with the design of the sewer collection lines and related facilities serving the Grapevine boundary.
 - b. To provide inspection services in connection with all construction and installation of any sewer collection lines and related facilities within the Grapevine boundary.
 - c. To provide routine operation and maintenance of all sewer collection lines and related facilities within the Grapevine boundary at the same level as provided to Ash Creek's own system.
 - d. Subject to paragraph 3 e. above, to perform such repairs or replacement of the Grapevine sewer lines and related facilities as may be needed.

- e. To provide monthly statements to Grapevine, itemizing all work done and charges or fees for services provided by Ash Creek.

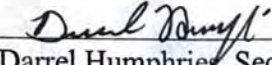
5. Miscellaneous Provisions.

- a. No separate legal entity shall be created by the terms of this Agreement.
- b. Grapevine agrees to waive any and all claims against Ash Creek, and, further, to indemnify, defend and hold Ash Creek harmless from and against any and all claims, demands, causes of action or lawsuits, for any damage or injury to persons or property which is in any way related to the operation and maintenance of the Grapevine sewer system, except where any such injury or damage is attributable to Ash Creek's negligent operation or maintenance of the system, in which case Ash Creek shall indemnify, defend and hold Grapevine harmless from and against injury to persons or property which is in any way related to Ash Creek's negligent operation or maintenance.
- c. In the event of a breach or default in the terms of this Agreement by either party, the breaching or defaulting party shall be liable for any damages caused by said breach or default, as well as payment for all costs and expenses incurred by the non-breaching or defaulting party in enforcement of this Agreement, including court costs and a reasonable attorneys fee.
- d. This Agreement shall be binding on the Parties, their successors and assigns and shall be recorded at the office of the Washington County Recorder. In the event Grapevine annexes, after the effective date of this Agreement, additional property into Grapevine that is not within Ash Creek's boundaries, such property shall be subject to the terms and conditions of this Agreement, and a new Exhibit A-1, A-2, etc., describing the annexed area with the correct parcel numbers shall be prepared and incorporated into this Agreement as an Addendum for recording at the office of the Washington County Recorder.
- e. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter hereof. All other prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.
- f. Time shall be of the essence in interpreting the provisions of this Agreement.
- g. This Agreement shall be governed by and construed under the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Cooperation Agreement as of the date first above written.

Ash Creek Special Service District

Nanette Billings, Chairman

Attest:


Darrel Humphries, Secretary

Approved as to Form:

Fay E. Reber, Attorney for Ash Creek SSD

Grapevine Wash Local District

Paul Morris, Chairman

Attest:

Brecken Anderson, District Clerk

Approved as to Form:

Matt Ence, Attorney for Grapevine Wash Local District

EXHIBIT A

Beginning at the southwest corner of Section 9, Township 41 South, Range 13 West of the Salt Lake Base and Meridian and running thence along the west section line North $01^{\circ}24'45''$ East 321.70 feet to the southeast corner of Section 8 of said township and range; thence along the south section line of said Section 8 North $89^{\circ}45'25''$ West 1542.90 feet to the east sixteenth corner of said Section 8; thence along the east sixteenth line of said Section 8 North $01^{\circ}40'00''$ East 1356.33 feet to the southeast sixteenth corner of said Section 8; thence along the south sixteenth line of said Section 8 North $89^{\circ}54'47''$ West 1536.93 feet to the center-south sixteenth corner of said Section 8; thence along the center section line North $01^{\circ}55'28''$ East 2311.57 feet; thence leaving said center section line North $76^{\circ}32'03''$ East 247.04 feet to a point on the westerly right-of-way line of a 60.00 foot wide access and utility easement; thence along said westerly right-of-way line North $18^{\circ}46'35''$ West 482.33 feet; thence leaving said westerly right-of-way line North $79^{\circ}20'29''$ East 496.37 feet; thence North $00^{\circ}15'49''$ East 351.97 feet; thence North $00^{\circ}23'30''$ East 419.04 feet; thence South $88^{\circ}50'13''$ West 531.49 feet to a point on said center section line; thence along said center section line North $01^{\circ}55'28''$ East 379.46 feet to the quarter corner common to said Section 8 and Section 5 of said township and range; thence along the section line common to said Sections 5 and 8 North $89^{\circ}35'14''$ East 143.12 feet; thence leaving said common section line North $30^{\circ}01'57''$ West 167.19 feet to a point on said westerly right-of-way line; thence North $59^{\circ}58'03''$ East 60.00 feet to a point on the easterly right-of-way line of said easement; thence leaving said easterly right-of-way line North $89^{\circ}35'52''$ East 1340.51 feet to a point on the westerly line of Sectional Lot 9 of said Section 5; thence along said westerly line South $00^{\circ}02'06''$ East 174.76 feet to the southwest corner of said Sectional Lot 9, said point being on the north line of said Section 8; thence along said north line in the following two (2) courses: North $89^{\circ}35'14''$ East 1452.22 feet to the southeast corner of said Section 5; thence South $88^{\circ}28'37''$ East 133.42 feet to the section corner common to said Sections 8 and 9; thence along the north line of said Section 9 in the following two (2) courses: South $88^{\circ}28'37''$ East 2518.90 feet to the north quarter corner of said Section 9; thence South $88^{\circ}28'31''$ East 1326.20 feet to the east sixteenth corner of said Section 9; thence along the east sixteenth line of said Section 9 South $00^{\circ}27'55''$ West 665.545 feet to the southeast corner of the south half of the northwest quarter of the northeast quarter of said Section 9; thence North $88^{\circ}28'31''$ West 1326.20 feet to a point on the center section line of said Section 9, said point being the southwest corner of said south half of the northwest quarter of the northeast quarter; thence along said center section line North $00^{\circ}27'55''$ East 155.41 feet to the southeast corner of Sectional Lot 1 of said Section 9; thence along the south line of said Sectional Lot 1 and Sectional Lot 2 North $88^{\circ}29'31''$ West 2527.225 feet to a point on the section line common to said Sections 8 and 9; thence along said common section line South $01^{\circ}24'02''$ West 2207.88 feet to the east quarter corner of said Section 8; thence along the center section line of said Section 8 South $89^{\circ}55'46''$ West 726.44 feet; thence leaving said center section line North $01^{\circ}31'29''$ East 1357.76 feet to a point on the north sixteenth line of said Section 8; thence along said north sixteenth line South $89^{\circ}48'05''$ West 801.33 feet to the northeast sixteenth corner of said Section 8; thence along said east sixteenth line of said Section 8 in the following two (2) courses: South $01^{\circ}39'43''$ West 1356.06 feet to the center-east sixteenth corner of said Section 8; thence South $01^{\circ}40'00''$ West 1356.33 feet to said southeast sixteenth corner of said Section 8; thence along said south sixteenth line of said Section 8 South $89^{\circ}54'47''$ East 1536.97 feet to the south sixteenth corner of said Section 8; thence along said section line common to Sections 8 and 9 South $01^{\circ}24'45''$ West 369.66 feet to the south sixteenth corner of said Section 9; thence along the south sixteenth line of said Section 9 South $88^{\circ}30'58''$ East 1333.85 feet to the southwest sixteenth corner of said Section 9; thence along the west sixteenth line of said Section 9 South $00^{\circ}53'09''$ West 1312.46 feet to the west sixteenth corner of said Section 9; thence along the south line of said Section 9 North $88^{\circ}31'03''$ West 1345.91 feet to said southwest section corner and the point of beginning. Contains 344.295 acres.