

Santaquin City Resolution 01-01-2012

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN SUMMIT CREEK IRRIGATION AND CANAL COMPANY, UTAH COUNTY, GENOLA TOWN, SANTAQUIN CITY, AND STRAWBERRY HIGH LINE CANAL COMPANY FOR THE DESIGN, INSTALLATION, OPERATION, AND MAINTENANCE OF THE SUMMIT CREEK WATER MANAGEMENT PROJECT

WHEREAS, Santaquin City, a political subdivision of the State of Utah, is responsible for all or part of the storm, culinary, irrigation, and waste water issues within its municipal boundaries; and

WHEREAS, Summit Creek Irrigation and Canal Company is likewise responsible for storm water runoff and irrigation system management within the boundaries of Santaquin City; and

WHEREAS, Santaquin City is the owner of approximately thirty percent (30%) of the shares of the Summit Creek Irrigation and Canal Company and has the proportionate share of the duties and responsibilities of said organization; and

WHEREAS, in addition to Santaquin City and the Summit Creek Irrigation and Canal Company, the management of water throughout this region also impacts, and is to a varying degree the responsibility of, Utah County, Genola Town, and the Strawberry High Line Canal Company; and

WHEREAS, it is in the best interest of all affected parties to unite in the effort of designing, installing, operating, and managing systems and resources for effective handling of water management throughout the region;

NOW THEREFORE, be it resolved by the City Council of Santaquin City the adoption of the attached Memorandum of Understanding (MOU) between Summit Creek Irrigation and Canal Company, Utah County, Genola Town, Santaquin City, and Strawberry High Line Canal Company for the Design, Installation, Operation and Maintenance of the Summit Creek Water Management Project.

ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 18th day of January, 2012.



SANTAQUIN CITY


James E. DeGraffenried, Mayor

Attest

Susan B. Farnsworth, City Recorder

MEMORANDUM OF UNDERSTANDING

between

**Summit Creek Irrigation and Canal Company,
Utah County, Genola Town, Santaquin City,
and Strawberry High Line Canal Company**

**for the
Design, Installation, Operation, and Maintenance
of the
Summit Creek Water Management Project**

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into on the 9th day of February, 2012 between the above named parties. The MOU is intended to be the document to guide the participants in the planning, design, installation, operation, and maintenance of the Summit Creek Water Management Project (Project).

RECITALS

Summit Creek

- A. Summit Creek is a tributary of Utah Lake. The stream lies southeast of Santaquin, Utah. The stream is tributary to Utah Lake. A location map of the Summit Creek Drainage Basin is included as Attachment A.
- B. The existing major water facilities and owners within the drainage basin are displayed in Attachment B. The location of the facilities is shown on Attachment C.
- C. The hydrological cycle creates periods of above normal flows (floods) and below normal flows (droughts). Both extremes create economic consequences to water users and residents of the area.
- D. Growth is impacting the use of the above facilities and water courses within the project area.
- E. The demand for water continues to increase creating further competition for the limited water supply, especially during droughts, and consequently producing the need for better water management.
- F. The project area is served by both surface and groundwater.
- G. One component of the cost of water is the depth to water in the aquifer.

TERMS

The parties agree to the following terms:

Objectives

1. The major objectives of the Project are to manage flood flows during high water conditions, improve water supplies during drought conditions, and improve overall water management.
2. The objective of this MOU is to provide an orderly framework for the planning, design, installation, operation, and maintenance of the Project.
3. In order to accomplish the first two objectives and be consistent with the dynamic process of project implementation, this MOU is intended to be amended as appropriate during the development process of the Project.

Priority

4. Due to the potential of high water conditions during the Spring of 2012, the highest priority for the parties is to manage a potential flood from Summit Creek and thereby reduce the risk of damage.
 - a. As all parties share some risk from potential flooding, a collaborative approach is being taken to address flood preparations.
 - b. Attachment D summarizes the actions currently underway to minimize flood damages.
 - c. While SCIC is taking the lead in acquiring funds, they do so in good faith that the other parties will assist in the funding of these projects.
 - d. SCIC will perform or coordinate the initial performance of work.
5. A comprehensive water management plan will be prepared including a schedule for the implementation of components of the plan.
 - a. The major concept of the plan will be conjunctive use of surface and groundwater, including recharge of surface water and groundwater withdrawals.
 - b. Both recharge and recovery permits from the State of Utah will be needed to implement the plan.
 - c. The plan will likely include some new facilities to facilitate the conjunctive use and distribution of water.
 - d. The plan will include the management of existing facilities and any new facilities.
6. A financing plan will be developed concurrently with the water

management plan. All participants will be expected to participate in financing the implementation of the water management plan. The details will be determined and approved separately from this agreement.

- a. It is anticipated that the financing plan will include grants, and loans, direct contributions, and in-kind services.
 - b. Each entity should submit a monthly statement of value of the in-kind services or direct contributions made during the month. These values will be used as the group's matching share of any grants and/or loans which are received. The statements should be submitted to the Summit Creek ICC.
 - c. A quarterly summary of costs will be prepared and distributed to project participants.
7. An application for potential grant funds was completed and sent to the U.S. Bureau of Reclamation on January 19, 2012.
 8. An application for project funding will be submitted to the Utah Water Resources Board on February 6, 2012.
 9. A management committee comprised of representatives of the signatory parties of this MOU will conduct coordination meetings as necessary to move the project forward.

Water Rights

10. This MOU does NOT change any currently owned water rights.

Termination

11. This MOU is amendable. The intent of this MOU is to allow flexibility for modifications to keep the agreement up to date. As the water management plan is developed, there is a full expectation that amendments to the agreement will be required.
12. Should any entity determine that it does not receive sufficient benefits from participating in the agreement, it should notify the committee in writing and withdraw from the agreement. The committee will reassess the project and may move forward with the project without the entity.
13. As the project moves forward, it is anticipated that amendments or specific financial agreements will be needed to secure loans and grants for the project. Those agreements will be reached separately. This MOU does not commit any entity to long term financing. This MOU is intended to show cooperation and corroboration in developing the Project.
14. Those entities who would receive benefits from the Project would be

expected to contribute to the financial implementation of the Project.

15. This MOU is valid insomuch as it is consistent with the laws of the State of Utah and the United States of America. In the event that this MOU conflicts with the law, the law shall prevail and shall govern in all cases, but only to the provision(s) that conflict with the law.

Appendices to the Original Agreement:

16. Appendix A, B, C, and D are part of the original agreement.
17. Additional appendices will be approved and signed as appropriate.

SIGNATURES

Phil Rowley, President Date
Summit Creek Irrigation Company

Attest _____ Date

Chairman Date
Utah County Commission

Attest _____ Date

Danny Throckmorton, Mayor Date
Genola Town

Attest _____ Date

James DeGraffenried
James DeGraffenried, Mayor Date
Santaquin City *Feb 9, 2012*

Attest *SB Janworth* _____ Date *2-9-12*



Dan Elsworth, Chairman Date
High Line Canal Company

Attest _____ Date

Attachment A
Location Map

Attachment B
Water Facilities

Attachment C
Water Facilities Map

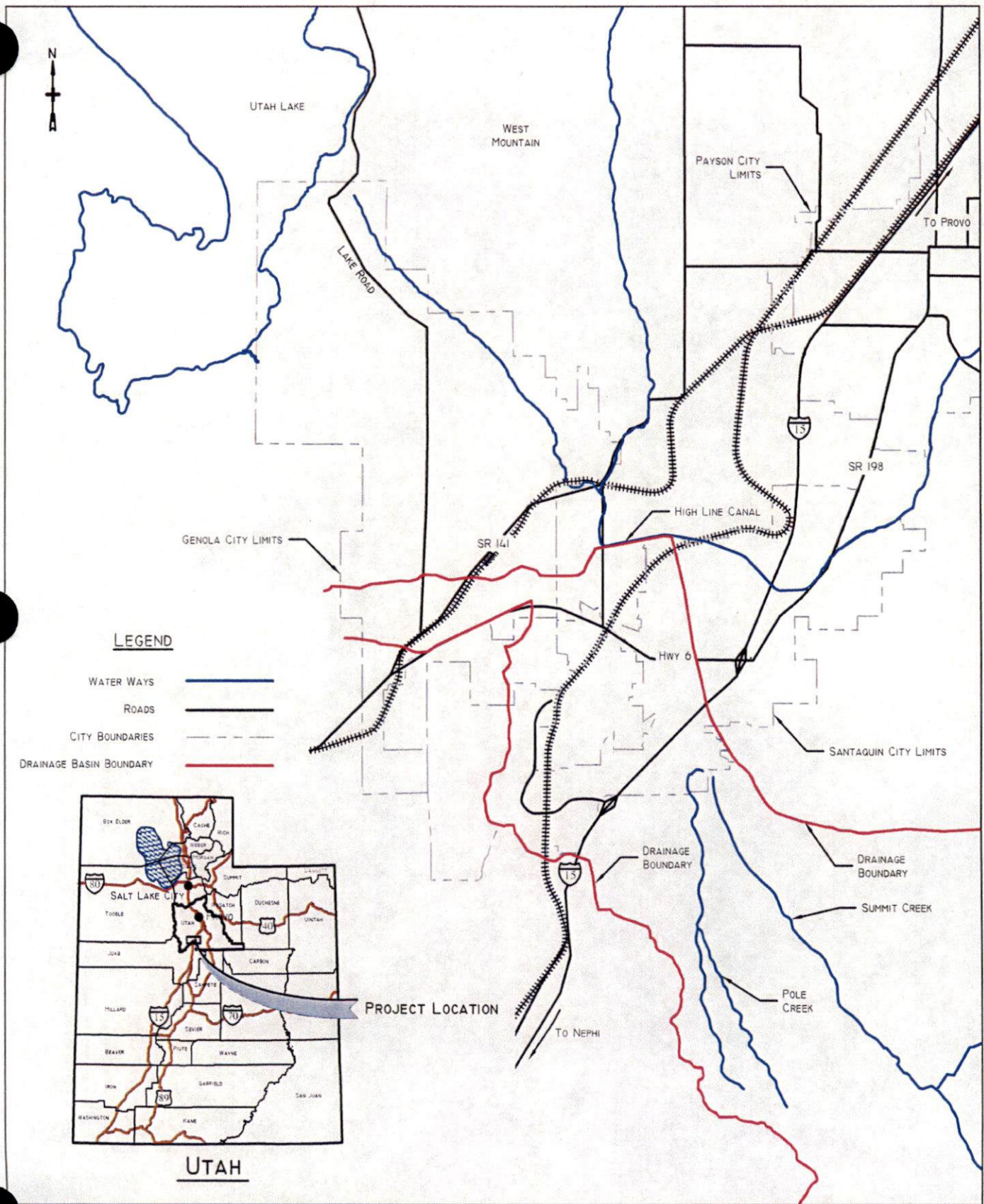
Attachment D
Spring 2012 Preparations

Attachment E

Attachment F

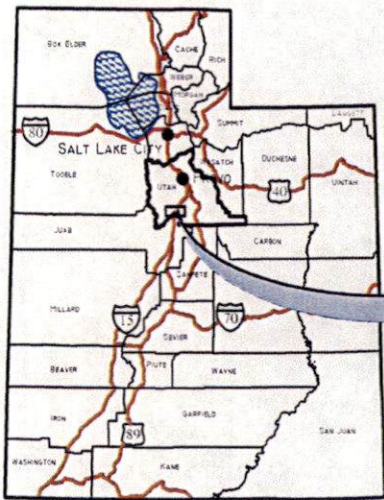
Attachment G

Attachment H



LEGEND

- WATER WAYS
- ROADS
- CITY BOUNDARIES
- DRAINAGE BASIN BOUNDARY



UTAH

DATE: JANUARY 3, 2012

SCALE:

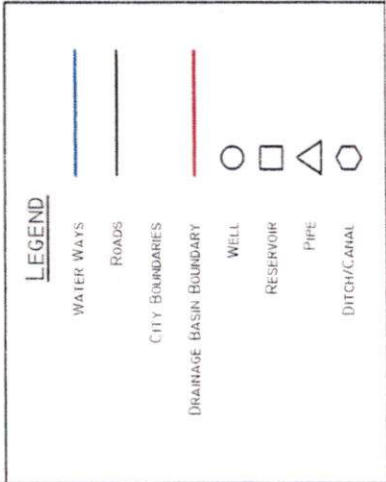
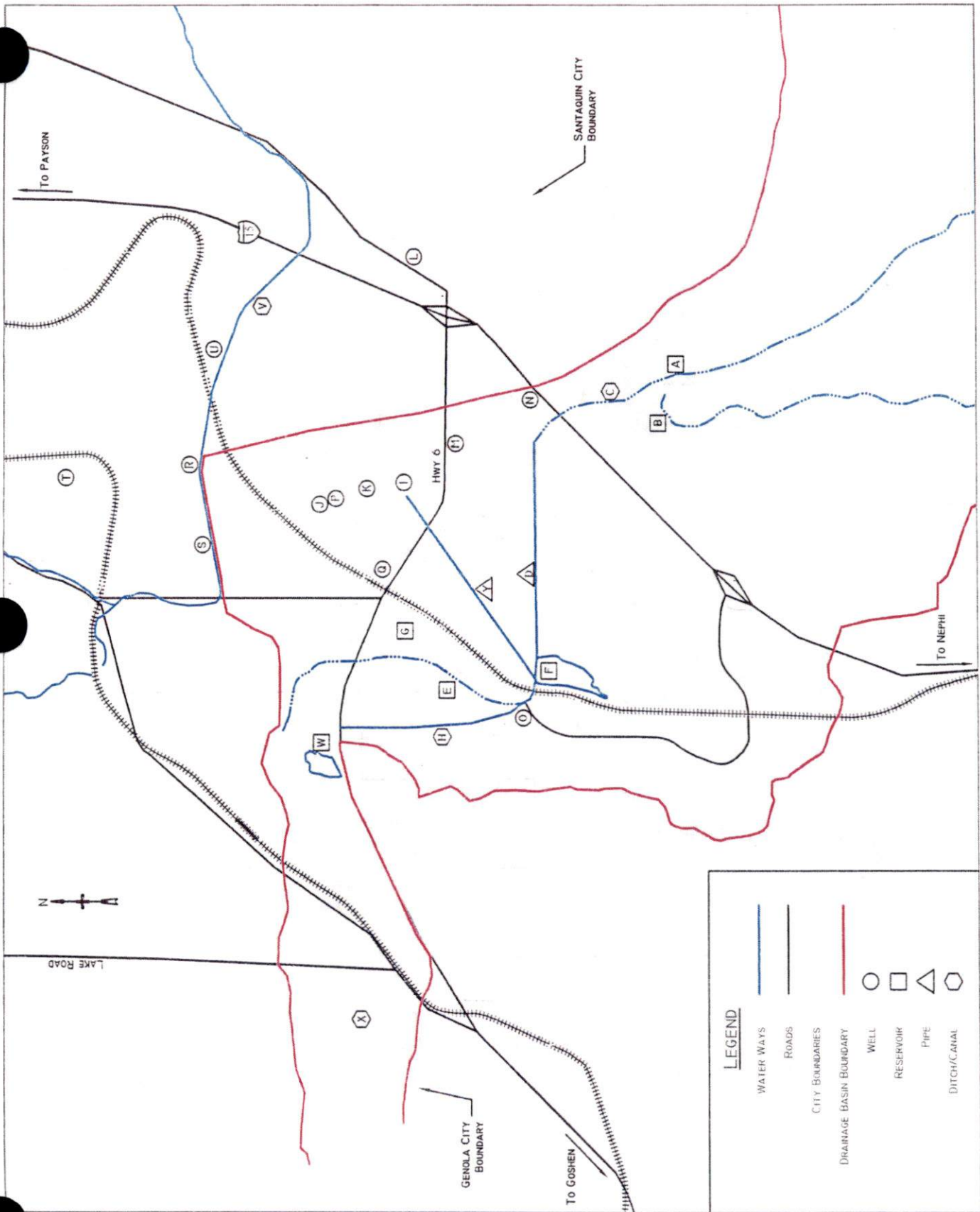
Location Map.dwg
 H:\CLIENT\2-Central Utah Area\Summit Creek
 Irrigation Company\Dam - Phase 001\Drawings

LAYOUT: Layout 1

FIGURE I

SUMMIT CREEK





DATE: JANUARY 6, 2012
 SCALE:
 Location Map.dwg
 H:\CLIENT\2-Central Utah Area\Summit Creek
 Irrigation Company\Dam - Phase 00\Drawings
 LAYOUT: Layout1 (2)

SUMMIT CREEK

FIGURE 2
 FACILITIES

1/5/2012

	<u>Existing Facility</u>	<u>Owner</u>
A	Debris Basin & overflow channel	Utah County
B	Santaquin Pressurized Irrigation ponds & system	Santaquin
C	Summit Creek Ditch	Summit Cr. ICC
D	Summit Creek Pipeline	Summit Cr. ICC
E	Summit Creek Dam #1	Summit Cr. ICC
F	Summit Creek Dam #2	Summit Cr. ICC
G	Santaquin Sewage Lagoons	Santaquin
H	Summit Creek West Ditch	Summit Cr. ICC
I	Well #1 - 165 West 200 North	Summit Cr. ICC
J	Well #2- 115 West 400 North	Summit Cr. ICC
K	Well #3- 386 North 200 West	Summit Cr. ICC
L	Eastside Well	Santaquin
M	Center Street Well	Santaquin
N	Cemetery Well	Santaquin
O	Summit Ridge Well	Santaquin
P	Pressure Irrig. Booster	Santaquin
Q	Well	Genola
R	Well 5600 West - 5 cfs	High Line Canal Co.
S	Well 5950 West - 6 cfs	High Line Canal Co.
T	Well 7 cfs north of canal	McMullin
U	Well - inactive 5100 West @ canal	B. Ferguson
V	High Line Canal	High Line Canal Co.
W	Ewell Pond	High Line Canal Co.
X	Drainage ditch	Genola
Y	Summit Creek Distribution Pipeline	Summit Cr. ICC

Spring 2012 Flood Preparations

	Responsible	Due Date
Improve outlet structure from SC Dam #2 to direct flows in appropriate directions	SCICC	
West ditch improvement from SC Dam #2 to Highway US 6 (~1600 ft)	Utah Co.	
Genola to indentify and prepare path for water from Ewell pond and SC Dam #1 as releases are necessary	Genola	
Install culvert under US 6 at overflow ditch from SC Dam #2	Utah Co./UDOT	
Property easment & ditch between US 6 and Ewell pond	Utah Co.	
Management preparations with respect to Ewell pond if water is released from SC Dam #2	High Line	
Agreement with Fowers	Utah Co.	
Debris Basin modifications at mouth of Summit Creek	Utah Co.	
Repair breach section of SC Dam #1	SCICC	
Pipe east end of SC ditch	SCICC	
Management of flows to allow reservoir capacity to be available in the spring. Summit Creek ICC will take the lead.	SCICC	