

Santaquin City Resolution 01-03-2013

A RESOLUTION AUTHORIZING "ADDENDUM #3-HIGH WATER FROM SUMMIT CREEK PREPARATION APPROACH" TO THE SUMMIT CREEK WATER MANAGEMENT PROJECT MEMORANDUM OF UNDERSTANDING (MOU)

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

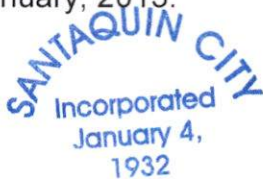
WHEREAS, Santaquin City entered into an MOU with the Summit Creek Irrigation and Canal Company, Utah County, and the Strawberry High Line Canal Company for the design, installation, operation, and maintenance of the Summit Creek Water Management Project (SCWMP); and

WHEREAS, Addendums to the SCWMP will be required from time to time to outline the policies, practices, steps, and commitments of the aforementioned participating entities to implement the goals and objectives of the SCWMP; and

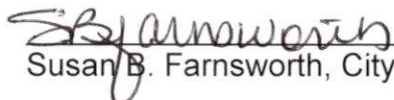
WHEREAS, Addendum #3 outlines plans to address high water issues which fall under the responsibility of Utah County, however will be implanted by Utah County under the terms of the Summit Creek Water Management Project;

NOW THEREFORE, be it resolved by the City Council of Santaquin City the adoption of the attached "Addendum #3 - 'High Water from Summit Creek Preparation Approach' amending the MOU between Summit Creek Irrigation and Canal Company, Utah County, 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 16th day of January, 2013.



Attest


Susan B. Farnsworth, City Recorder

SANTAQUIN CITY


James E. DeGraffenried, Mayor

**Addendum #3
High Water from Summit Creek
Preparation Approach**

Consistent with the terms of the Memorandum of Understanding (MOU) of the 9th day of February, 2012 for the Summit Creek Water Management Project (SCWMP), this addendum to the MOU defines a subsequent step in the Project.

RECITALS

Summit Creek High Water

- A. Consistent with the original MOU, it would be wise and prudent to prepare for future high water events like 1983, 1984, or 2011 because they will occur again. These high water events are beyond the management capability of the current water systems.
- B. A study of the flows from Summit Creek indicates that high flows occur approximately 5 out of 80 years. Preparations for these events should occur even though the reoccurrence interval is less than 7% of the time because damages from these events tend to be significant. While these events occur rarely, doing nothing to prepare for them is similar to playing "Russian roulette".
- C. During the evaluation of flows, it was determined that the periodic high flows from Summit Creek have gone through the Goshen Gap during at least the last 100 years.
- D. An evaluation has been conducted of 23 alternatives, including No Action, to safely handle the periodic high flows. Of the alternatives that are complete and acceptable, the most effective and efficient plan is to use the historic channel to the Goshen Gap and then an alignment mainly utilizing the railroad right-of-way with some sections of pipe to get the water to Utah Lake. This alternative utilizes recharging Summit Creek water into the local groundwater aquifer in order to reduce the magnitude of the high water downstream. This recharge component directly reduces the cost to implement the alternative due to reduce flows in line with the water management.
- E. Rehabilitation of the following facilities has already been included in an improvement package to prepare for future high water from Summit Creek. These facilities will benefit all parties to the MOU. The work on these facilities occurred in 2012 and has been completed.
 - a. Repair No. 1 Dam so that it serves to attenuate flows to the

channel. Maximum outflow is 30 cfs at "normal" water surface.

- b. Piping the Summit Creek feeder ditch to No. 2 Reservoir.
 - c. Repair of the outlet gate of No. 2 Dam to bypass high water downstream in a controlled fashion.
- F. The repayment of the facilities in Item E was set in Addendum #2. In addition to SCIC's payment; Santaquin, Utah County, and High Line Canal Company are all contributing a smaller portion to repay the cost of the above improvements.
- G. As stated above in D, additional concepts of the SCWMP will utilize groundwater recharge of winter and spring flows to manage the reservoir capacity of both No. 2 Dam and No. 1 Dam to assist in a more effective management of high water.

TERMS

The parties agree to the following terms:

1. The cost of damages and repairs to each entity when a flood occurs would greatly exceed the cost of sharing in preventing those damages.
2. Each entity is still responsible for any future damages to their facilities.
3. The implementation of the terms of this addendum will solve a long standing concern of periodic high water flows from Summit Creek.
4. Utah County will implement the selected high water (Item D) alternative to deliver water from Summit Creek No. 1 Dam to Utah Lake. This implementation process will include right-of-way acquisition and the construction of a few facilities. The estimated cost is \$600,000. The actual value will be adjusted (+/-) per Item 6 below.
5. SCIC will seek committal of funds from the previously authorized loan from the Utah Board of Water Resources consistent with Item 4 above.
6. With relationship to finances to implement Item 4, the following steps will be used:
 - a. The County will prepare a budget and schedule consistent with implementing Item 4 above and provide a copy to SCIC.

- Any modifications or adjustments to the budget or schedule should be provided to SCIC.
- b. The county will submit a monthly invoice to SCIC to pay for the obligations incurred by the county thru the implementation during that month.
 - c. SCIC will combined the County's request with other project expenses and submit a combined pay request to Utah Water Resources.
 - d. SCIC will make payment(s) per the monthly invoice and provide a copy of the payment(s) to the County for their records.
 - e. SCIC and the County will compile a complete summary record of the expenses of Item 4 at its completion. This report will set the actual amount to be repaid by the County.
7. Utah County will repay to SCIC the amount determined in Item 6(e) with equal annual payments over 25 years at 2.5% to SCIC as repayment for the remaining high water components of the SCWMP. SCIC will then combine the County's share with other components to make the overall annual project payment to Utah Water Resources.
- a. The payment will be due on February 1 of each year. SCIC will prepare and submit an invoice to Utah County by December 5 of the previous year.
 - b. As envisioned in the overall SCWMP plan, Utah County will not be responsible for any of the future recharge and recovery project elements although these elements do provide a secondary benefit of reducing the future high flows. The contributions of the County from Addendum #2 and #3 will represent their direct financial share of the project.
8. Members of the SCWMP will support Utah County in this effort to implement the high water facilities. While this support and assistance does not include direct financial contributions, each entity should provide sponsorship, aid, encouragement, promote, and facilitate the project which may also include some in-kind services to assist the County.
9. SCIC will continue the pursuit of the groundwater project. Applications are currently being prepared to the State of Utah for the requisite recharge and recovery permits. The cost of obtaining the necessary permits is estimated at approximately \$200,000.
10. Members of the SCWMP will support SCIC in this effort to obtain recharge and recovery permits. While this support and assistance does not include direct financial contributions, each entity should

provide sponsorship, aid, encouragement, facilitate, promote, and facilitate the process which may also include some in-kind services to help SCIC.

11. In order to maximize the effectiveness and compatibility of the high water components and the recharge components, the permitting for the recharge and recovery from the State of Utah should be approved before the final sizing of the facilities in Item #3.
12. The implementation of the recharge and recovery components will be under the direction of SCIC. Financing and repayment terms will be developed during the permitting process. Those entities who desire to participate directly in the cost and benefits of the recharge and recovery project will have an opportunity to sign agreements (including repayment) as those details develop during the permitting process. It is estimated that the cost of the recharge and recovery component will be \$800,000.
13. Assuming approval of permits by the State, SCIC will operate the recharge and recovery elements of the SCWMP in such a way as to reduce the flows below Summit Creek Reservoirs No. 2 and No. 1.
14. Participating in the funding of these projects through this addendum does NOT create any additional or increased liability beyond what already may exist for each entity. For example, participating with a 25% share does NOT create a 25% liability or if no current liability exists, then none is created by participating.
15. Participating in the funding of these projects through this addendum does NOT create any obligation to participate in any future projects. Any future participation in the SCWMP will be on a case by case basis.

SIGNATURES
Addendum #3

Phil Rowley, President Date
Summit Creek Irrigation & Canal Company

Attest _____ Date

Larry Ellertson, Chairman Date
Utah County Commission

Attest _____ Date

Danny Throckmorton, Mayor Date
Genola Town

Attest _____ Date

James DeGraffenried

James DeGraffenried, Mayor Date
Santaquin City 1/16/13

SANTAQUIN CITY
Incorporated
January 4,
1932

STATE OF UTAH

Attest *S. Barnworth* _____ Date 1/16/13

Marty Larson, Chairman Date
High Line Canal Company

Attest _____ Date