

CACHE WATER DISTRICT BOARD OF TRUSTEES MEETING

MARCH 8, 2017

MINUTES

The Cache Water District Board of Trustees convened in a regular session on March 8, 2017 at 1:00 p.m. at the Cache County Administration Building, Multipurpose Room, 179 North Main Street, Logan, Utah.

ATTENDANCE

MEMBERS OF THE BOARD IN ATTENDANCE:

Jeannie F. Simmonds – Logan #1 Council District
Barbara Y. Tidwell – Logan #2 Council District
Herm Olsen – Logan #3 Council District
Max Pierce – North Council District
Bret Randall – Northeast Council District
Jonathan W. Hardman – South Council District
David L. Erickson – At-Large Position
Jared Clawson – At-Large Position
Jon White – At-Large Position
Don Baldwin – Agricultural Representative

MEMBERS OF THE BOARD ABSENT:

Shaun Dustin – Southeast Council District

ALSO IN ATTENDANCE:

Robert M. Fotheringham – Cache County
Mark Nielsen – Logan City
Niel Allen – Utah State University
Joanna Endter-Wada – Utah State University
Lisa Welsh – Utah State University
Richard E. Toth – Utah State University
Barty Warren-Knetzschmar – Utah State University
Hilary Shughart – Bridgerland Audubon Society
Chris Slater – J-U-B Engineers
Zan Murray – J-U-B Engineers
Dayton Crites – Cache County
Clayton Gefre – Herald Journal
Janeen Allen – Cache County

CALL TO ORDER

The meeting was called to order by Cache County Water Manager, Robert Fotheringham, at 1:00 p.m.

ITEMS OF BUSINESS

1. ELECTION OF CHAIR AND VICE CHAIR

Fotheringham said they should open up the floor for nominations of chair and vice chair. Simmonds suggested that anyone wanting to serve as chair should just make it known. Fotheringham asked if there were any in the company who wished to be chair of the Cache Water District. Randall spoke in behalf of Dustin who was not present and indicated his desire to be chair. Simmonds said she would like to be chair for the reason of establishing a culture of transparency for this new district. In addition, she would like to establish working groups to focus on the various issues the district will be facing and believed Dustin's experience will serve them better in a working group.

ACTION: Motion was made by Olsen that Jeannie Simmonds serve as Chair of the Cache Water District and Shaun Dustin serve as Vice Chair. Motion died for lack of a second.

Several board members voiced that they would like to vote on each office separately.

ACTION: Motion was made by David Erickson and seconded by Jon White that Jeannie Simmonds serve as Chair of the Cache Water District. Motion passed on a vote of 8-2, with opposing votes from Bret Randall and Don Baldwin

ACTION: Motion was made by Jared Clawson and seconded by Herm Olsen that Shaun Dustin serve as Vice Chair of the Cache Water District.

DISCUSSION ON MOTION: White expressed concern that Dustin's busy schedule would prevent him from fulfilling the duties of the Vice Chair especially in the first year as the district is becoming established. Olsen asked Pierce if he would be willing to serve as the Vice Chair. Pierce said his schedule is busy, too, but he is willing to serve as Vice Chair.

Motion failed on a vote of 1-9, with favorable vote from Bret Randall

ACTION: Motion was made by Jon White and seconded by Jon Hardman that Max Pierce serve as Vice Chair of the Cache Water District

DISCUSSION ON MOTION: Pierce was asked to give a brief background of his education, experience and knowledge of water issues which he provided.

Motion passed on a vote of 9-1, with the opposing vote from Bret Randall

Simmonds facilitated the meeting from this point.

2. REVIEW AND APPROVAL OF MINUTES (FEBRUARY 13, 2017)

Simmonds asked for a motion to approve the minutes of the last Cache Water District meeting held on February 13, 2017.

ACTION: Motion was made by Herm Olsen and seconded by Jon White to approve the minutes of the Cache Water District meeting held February 13, 2017 as written. Motion passed on a unanimous vote, 10-0

Olsen pointed out that item 1.a. had not been discussed. Simmonds returned to that item.

1.a. DISCUSSION – ELECTION OR APPOINTMENT OF OTHER OFFICERS

Simmonds said that according to the manual given to board members at the last meeting, there needs to be a Clerk and a Treasurer and it cannot be the same person. She also indicated that each board member must complete the online training as was discussed in the last meeting. Even though a year is given from the time of election to complete the training, Simmonds encouraged everyone to take the course as soon as possible. She asked members to give their certificates of completion to Fotheringham as they receive them so the district can have them on file.

Simmonds read from the manual concerning the duties of other officers needed by the Board of Trustees:

Clerk (or other designated person not performing Treasurer duties)

- Attend meetings and keep a record of the proceedings
- Maintain financial records
- Prepare checks after determining that the claim:
 - was authorized by the board or financial officer,
 - does not over expend the budget, and
 - was approved in advance by the board or its designee
- Present a detailed financial report at least quarterly to the board
- May not sign a single signature check

Treasurer

- Sign checks after determining that sufficient funds are available
- Maintain custody of all money
- Deposit and invest all money in accordance with the State Money Management Act
- Receive all public funds and money payable to the district
- Keep an accurate, detailed account of all money received
- Issue a receipt for money received

Simmonds said that the board needs to determine if the positions of Clerk and Treasurer should be filled by persons who are on the board or hired externally. Tidwell asked if the board would be required to pay a wage to someone they hire externally for the position, and if someone from the board is put in the position, how long is the term? Simmonds said the bylaws define how long the term is. Tidwell indicated that she would be willing to serve as Treasurer. Clawson reminded the board that Section 3.3 of the bylaws outlines the duties of the Treasurer.

ACTION: Motion was made by Jon White and seconded by David Erickson that Barbara Tidwell serve as the Cache Water District Treasurer. Motion passed on a unanimous vote, 10-0

Fotheringham asked if the board could give approval to Tidwell to open a checking account for the district. It was pointed out that the interlocal agreement should probably be put in place before she does that in order to protect her from legal liability. The board members agreed to wait until the agreement is in place before authorizing the Treasurer to open an account. Simmonds thought it would

be pertinent to create a subcommittee to work on the interlocal agreement and have a draft to bring before the board at the next meeting.

Simmonds asked the board members if they would like to determine a person to fill the Clerk position now or ask Janeen Allen to continue taking minutes, creating agendas, and noticing the meetings until the interlocal agreement is in place. No one objected to this proposition and Allen agreed to continue until the interlocal agreement is approved and another person is hired to fill the Clerk position.

3. DETERMINE LENGTH OF TERMS FOR EACH BOARD MEMBER

Simmonds asked the group if there was anyone willing to serve for two years. Jon White volunteered. No one else volunteered and discussion followed regarding how the term lengths would be decided. White suggested that the three board members with positions should be four-year terms. Discussion at this point centered on which election cycle the board should operate, municipal or general. Simmonds reminded everyone that this is only pertinent for the first four years because after that, every board member will be elected to a four-year term.

ACTION: Motion was made by Jon White and seconded by Barbara Tidwell that the Cache Water District follow the general election cycle with the next election being in two years. Motion passed on a unanimous vote, 10-0

Term lengths were approved as follows:

Four-Year Terms

Jeannie Simmonds
Barbara Tidwell
Max Pierce
Jared Clawson
David Erickson
Don Baldwin (Appointed)

Two-Year Terms

Herm Olsen
Bret Randall
Jon Hardman
Shaun Dustin
Jon White

4. REVIEW OF BYLAWS

Simmonds said that Fotheringham recommended that the bylaws be reviewed and accepted one section at a time. She asked the board for their input on this matter. Olsen was in favor of working through the bylaws a section at a time and then approving them all in one vote.

ACTION: Motion was made by Herm Olsen and seconded by Jon White that the Bylaws be reviewed one section at a time and voted on as a whole document. Motion passed on a unanimous vote, 10-0

Simmonds asked members to review sections 1 through 4 for discussion at the next meeting. Sections 5 through 10 will be reviewed at the following meeting, and then a public hearing will be held at the next meeting after that, and a vote can take place at the same meeting.

Simmonds expressed her position that these bylaws should be reviewed carefully and then brought before the public to give them an opportunity to voice their concerns before the laws are voted on.

She pointed out that the public should have a voice concerning the bylaws especially if the board makes any changes to them.

Simmonds also noted that public hearings must be held in the evening so people have the opportunity to participate. Additionally, budget hearings must be held in the evening. She asked the board if there is a day and time that the Cache Water District can meet on a regular basis in the evening. After discussion of possible dates and times, the board members agreed that the meetings should be held on the first Monday of each month at 5:30 p.m.

ACTION: Motion was made by Bret Randall and seconded by Jon Hardman to hold the regular meetings of the Cache Water District on the first Monday of each month at 5:30 p.m. in the Cache County Administration Building Multipurpose Room. Motion passed on a unanimous vote, 10-0

5. INTERLOCAL AGREEMENT

a. BUDGET CONSIDERATIONS

b. SERVICES – COUNTY / CONTRACTED

Fotheringham said the board needs to determine what it wants the County to do such as having Allen continue as Clerk or the GIS Department provide certain services, for example. It should also determine what outside services would be required. All of these considerations should be written in the Interlocal Agreement.

Simmonds asked if any board members would be willing to work on an Interlocal Agreement Committee. Jon Hardman, Jared Clawson, and Barbara Tidwell volunteered. Simmonds asked them to meet with Executive Craig Buttars and Bob Fotheringham to determine what needs to be in the agreement and she would like to see a draft at the next meeting of the Cache Water District.

6. MANAGEMENT OF THE CACHE WATER DISTRICT

Fotheringham discussed management aspects of the new district including bringing someone who can manage it in a similar fashion to the CMPO (Cache Metropolitan Planning Organization). They should maybe contact other districts in the state to see how they are run. The sooner this takes place, the better for the district. These issues should be spelled out in the agreement. Randall said he thinks hiring a manager is premature until there is a budget, the bylaws are approved, and an Interlocal Agreement is in place.

Discussion followed regarding a manager. Erickson said this person would be invaluable doing most of the legwork, attending meetings, etc. and bringing the information back to the body.

7. SECURITY BOND APPLICATION

Fotheringham said he has started to look into a security bond for the district. The Utah Local Governments Trust can issue a bond for the district for about \$120 per year. It was noted that the district cannot spend any money until it has a budget. Therefore, it was agreed to put the security bond and insurance issues on hold until the Interlocal Agreement and budget are in place.

DISCUSSION ITEMS

1. NORTHERN UTAH WATER CONFERENCE – APRIL 5, 2017

a. PANEL DISCUSSION “MOVING AHEAD ONE STEP AT A TIME”

Fotheringham reminded them of the panel discussion that some members of the board agreed to be on. The conference starts at 9:30 a.m. and goes until 3:00 p.m.

2. GOVERNOR’S WATER CONSERVATION TEAM

Fotheringham said that Cache County is part of the Governor’s Water Conservation Team. The Interlocal Agreement should specify if the Cache Water District will pay to continue to be a member of the team.

3. CANAL PROJECT STUDY – ZAN MURRAY

Murray proposed a feasibility study to pressurize the Crockett Avenue Irrigation and Distribution System. The study is part of these minutes as “Attachment A.”

There are 10 canal companies involved and they are asking the Cache Water District to be a part of the project and fund a portion of it at a cost of \$7,000 per year.

Fotheringham noted that a major objective of this study is conservation of water. It helps protect water instream as well as development. Discussion followed centered on the points of the study. White said this is the perfect project for this new district because up until now, there was no reason for people to conserve water, but now there will be incentive to do so. Murray agreed and added that he thinks it fits right into the purpose of the district.

There will be a technical meeting about the study on April 12, 2017 at 3:30 p.m. at the J-U-B office. He encouraged board members to attend. Max Pierce said he will be attending.

4. WATER MARKETING STUDY – JOANNA ENDTER-WADA

Fotheringham said he has wanted to conduct water banking in Cache County for a long time but has been unable to do it without a water conservancy district. This study would look at water banking possibilities for Cache County.

Endter-Wada said they have the opportunity to apply for grant money through the university at a 50% cost-share for research projects. She noted that water banking was very much a part of the discussion leading up to the formation of the water district and she would like to pursue the issue now with a study on water banking in Cache County and an analysis of how a bank would operate under state law.

Information on the study is a part of these minutes as “Attachment B.” Tidwell asked what water banking is. Niel Allen from the university explained that it is a physical place to put water (ground water storage or reservoirs) where it can be kept and used at a later time; or a mechanism where people who have rights to water that they are not using can make it available for others to use through a marketing and management process. Basically, it is a mechanism to be able to move water around where it is needed and also stored for use at a later time. Allen continued that it is used on a large scale on the Colorado River and almost every other state in this region, but not much in Utah.

Endter-Wada said it will be an 18-month project with the decision making residing eventually with the

Cache Water District. It will essentially explore what will work here in Cache Valley and how it would operate.

5. PICTURE OF BOARD OF TRUSTEES

Fotheringham had this put on the agenda to see if the board members would like to have their picture taken. There was agreement that it would be a good thing. Randall will be absent for the next 2-3 meetings. A photo can be arranged at a future time when all members of the board will be present.

DISCUSSION ITEMS

- Simmonds noted a Native Plant Propagation Workshop to be held March 16, 2017 at the USU Teaching Greenhouse. Information on the workshop is a part of these minutes as “Attachment C.”

- Fotheringham asked the board members if they would like to have some time set aside for public comment at the board meetings. Discussion followed regarding how public comment should be allowed at the meetings. Erickson preferred to have it be an agenda item. Baldwin liked having an open comment period at each meeting. White suggested having 15 minutes at the beginning of each meeting as an “Open Comment” period. There could also be 1 to 2 discussion items on the agenda for individuals or groups. The board determined to try it that way and adjust if needed.

ADJOURN

The meeting adjourned at 2:44 p.m.

CACHE WATER DISTRICT BOARD OF TRUSTEES MEETING
MARCH 8, 2017

ATTACHMENT A

CROCKETT AVENUE PRESSURIZED IRRIGATION FEASIBILITY EVALUATION

COST PARTICIPATION AGREEMENT

THIS COST PARTICIPATION AGREEMENT ("Agreement"), is made and entered into effective this _____ day of _____, 2017 (the "Effective Date"), by and among CROCKETT AVENUE IRRIGATION AND DISTRIBUTION SYSTEM, INC. a Utah nonprofit corporation ("Crockett"), CITY OF LOGAN, A Utah municipal corporation ("Logan"); CITY OF NORTH LOGAN, a Utah municipal corporation ("North Logan"); CITY OF HYDE PARK, A Utah municipal corporation ("Hyde Park"); and CACHE COUNTY, UTAH (the "County").

RECITALS

A. Crockett has gained support from many irrigation companies in Cache County to study the feasibility, benefits and costs of implementing a pressurized irrigation system rather than the gravity distribution system currently used by canal companies served by the Crockett irrigation diversion. The feasibility study will consider the costs of installing the irrigation piping, the benefits such as water conservation and reduced City water system infrastructure, organizational issues associated with the management of the secondary water company, and financial analysis of the secondary system.

B. The Cache Highline Water Association piped system that was implemented due to the landslide in 2009 has demonstrated great success in conserving water. The system has significantly reduced irrigation water usage for the Cache Highline irrigation users. Similar water use reduction is anticipated from improvements downstream of the Crockett diversion and this feasibility study will analyze and evaluate the possible benefits of the proposed improvements.

C. The Parties are willing and prepared to participate in the financing of the Feasibility Evaluation in conformance with the terms and conditions set forth in this Agreement and in accordance with the Feasibility Evaluation Proposal in Attachment 1 with the figure on page 21 Modified as shown in Attachment 2 – Revised Funding Plan Chart.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

AGREEMENT

1. **ACKNOWLEDGEMENT OF BENEFITS.** The Parties hereby acknowledge that there are potential benefits to all Parties associated with the feasibility evaluation of providing pressurized secondary irrigation to the Crockett distribution area. The feasibility evaluation will quantify these benefits and allow all Parties to make decisions in the future regarding the implementation of this feasibility evaluation.

2. **CROCKETT'S CONTRACTUAL ROLE AS THE FEASIBILITY EVALUATION SPONSOR.** The Parties hereby acknowledge Crockett's role as the sponsor of the Feasibility Evaluation pursuant to the terms of this Agreement, which role Crockett has agreed to assume in strict reliance upon the

obligations of Crockett and the other Parties as set forth herein. As the Project sponsor, Crockett is responsible for the administration of the Pressurized Irrigation Feasibility Evaluation.

3. FINANCING THE FEASIBILITY EVALUATION WORK AND COSTS. The total costs which the Parties have agreed to pay hereunder shall be allocated among them as follows:

Crockett Avenue Irrigation Company:	30.0% of the total costs
City of Logan:	38.6% of the total costs
North Logan City:	12.9% of the total costs
Hyde Park City:	12.9% of the total costs
Cache County:	5.6% of the total costs

Estimated costs to be incurred by the Parties with respect to the Cost Share Percentages identified above are:

Total Estimated Feasibility Cost	\$250,000
Crockett Avenue Irrigation	\$75,000
City of Logan	\$96,600
North Logan City	\$32,200
Hyde Park City	\$32,200
Cache County	\$14,000

Cost sharing percentages and amounts for work beyond the Feasibility Evaluation will be addressed by future agreements or amendments to this agreement.

4. PURPOSE OF THIS AGREEMENT. It is hereby acknowledged and agreed that the purpose and intent of this Agreement is to bind the Parties to pay, and to allocate among the Parties the relative contribution of each Party in satisfaction of their agreed-upon reimbursement obligations pertaining to the payment of the Total Cost Share to Crockett as set forth above, so Crockett can pay the contracted consultants to complete the Feasibility Evaluation, and to set forth the terms and conditions pursuant to which payments are to be made.

5. EVENTS OF DEFAULT; REMEDIES

5.1 Events of Default. The failure by any Party to pay any monetary amount when due in conformance with the provisions of Section 3 hereunder; and/or to perform any other obligation hereunder, and the failure to cure such default within thirty (30) days after written notice from the Party to whom the obligation is due, shall each be deemed to be an event of default hereunder.

5.2 Remedies. Upon the occurrence of an Event of Default, the Party to whom the obligation is due shall give the defaulting Party written notice of such occurrence. The defaulting Party shall have thirty (30) days to cure the default, the Party to whom the obligation is due may: (i) apply to

and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the defaulting Party, in the event of Crockett, to impose and collect assessments against its shareholders sufficient to cure the default, and in the event of the County or the Cities, to appropriate funds sufficient to cure the default; and/or (ii) exercise any other available right or remedy, at law or in equity, as deemed expedient.

5.3 No Waiver; Preservation of Remedies. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such other Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first Party of any of its rights hereunder. The rights and remedies provided are cumulative and are not exclusive of any rights or remedies that any Party may otherwise have at law or equity.

6. GENERAL PROVISIONS

6.1 Assignment. No Party may assign any rights under or interest in this Agreement without the prior written consent of all of the other Parties, specifically including, but not limited to, the assignment of moneys due or to become due (except to the extent this limitation may be limited by law); and unless specifically stated to the contrary in the written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.2 Attorney's Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, or for any reasons or in any legal litigation, including appeals and re-hearings, and whether or not an action has actually been commenced, the prevailing Party shall be entitled to receive from the non-prevailing Party reimbursement for all attorney's fees, costs and expenses incurred by the prevailing Party. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

6.3 Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery, (ii) the next business day following deposit with a nationally recognized overnight courier, or (iii) three business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: Crockett Avenue Irrigation Company, Inc.
c/o Rick Reese
4043 North 2400 West
Benson, UT 84335

To: City of Logan
290 North 100 West
Logan, Utah 84321

To: North Logan City
2076 North 1200 East
North Logan, Utah 84341

To: Hyde Park City
113 East Hyde Park Lane
Hyde Park, Utah 84318

To: Cache County
199 North Main
Logan, Utah 84321

6.4 Severability. If any provision of this Agreement is held to be void or unenforceable, in whole or in part; (i) such holding shall not affect the validity and enforceability of the remainder of this Agreement, including any other provision, paragraph or subparagraph, and (ii) the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

6.5 Captions. The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

6.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one agreement.

6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, understandings, statements, representations and warranties, oral or written, express or implied, by and among the Parties and their respective affiliates, representatives and agents in respect of the subject matter hereof.

6.8 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

6.9 Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

6.10 No Third Party Beneficiaries. This Agreement shall not be deemed to create any right in any person who is not a Party (other than the permitted successors and assigns of a Party), and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party (other than permitted successors and assigns of a Party hereto).

6.11 Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

6.12 Successors and Assigns. This Agreement shall be binding upon and shall inure solely to the benefit of the Parties hereto and their respective successors, assigns, receivers, liquidators, rehabilitators, conservators and supervisors, it not being the intent of the Parties to create any third party beneficiaries, except as specifically provided in this Agreement.

6.13 Incontestability. In consideration of the mutual covenants and agreements contained herein, each Party hereto does hereby agree that this Agreement, and each and every provision hereof, is and shall be enforceable by and among them according to its terms, and each Party does hereby agree that it shall not, directly or indirectly, contest the validity or enforceability hereof.

6.14 Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CROCKETT AVENUE IRRIGATION COMPANY, INC.

By: _____
President

ATTEST:

Secretary

NORTH LOGAN CITY

Mayor

ATTEST:

City Recorder

HYDE PARK CITY

Mayor

ATTEST:

City Recorder

LOGAN CITY

Mayor

ATTEST

City Recorder

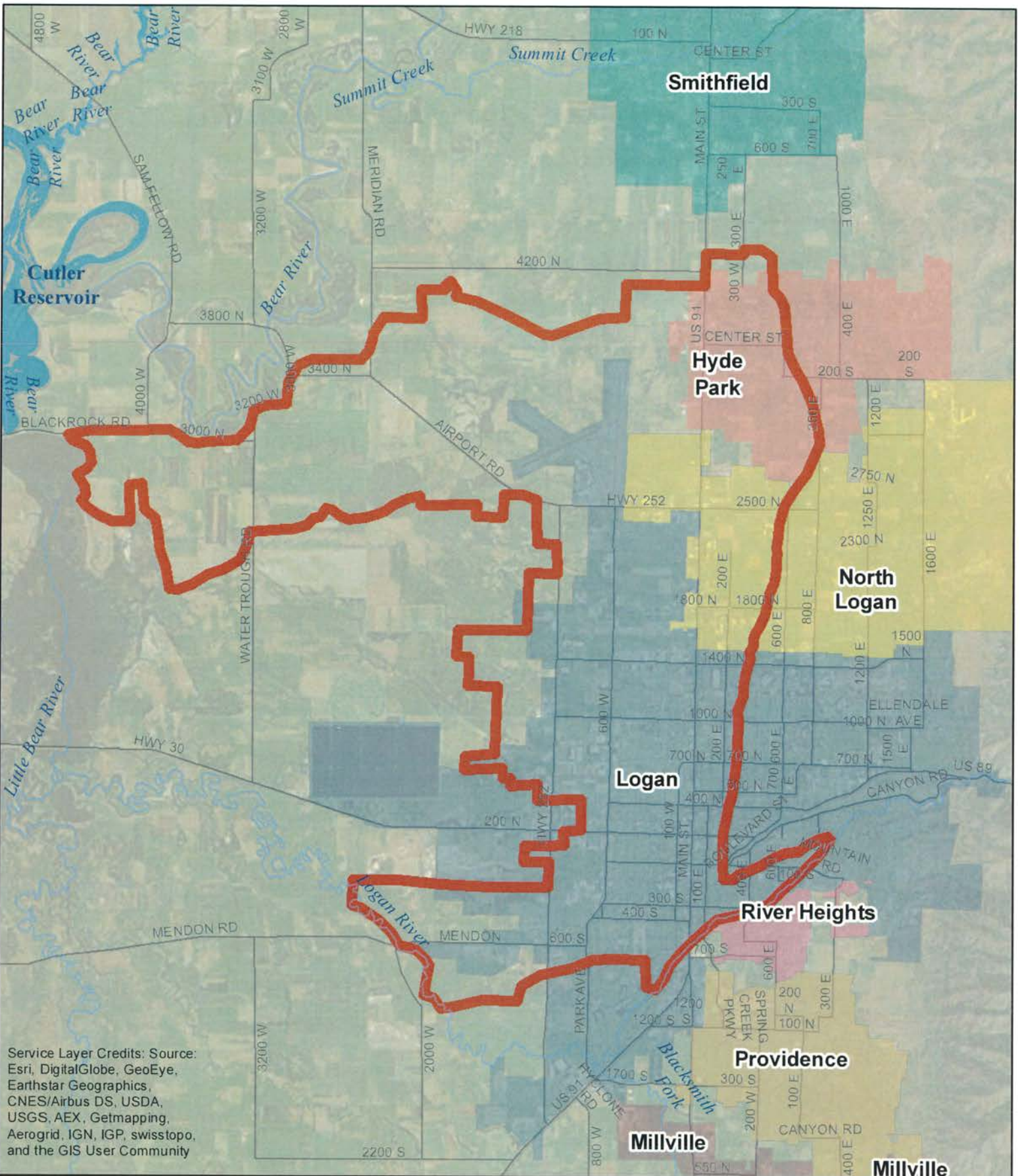
CACHE COUNTY, UTAH

County Executive

ATTEST:

County Clerk

ATTACHMENT 1
FEASIBILITY EVALUATION PROPOSAL




Service Layer Credits: Source:
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 USGS, AEX, Getmapping,
 Aerogrid, IGN, IGP, swisstopo,
 and the GIS User Community

Legend

Cache County Cities

Various Colors by City

 Crockett Ave Irrigation Company Service Area

**Crockett Avenue
 Irrigation Company**

Service Area



0 6,000 12,000 Feet

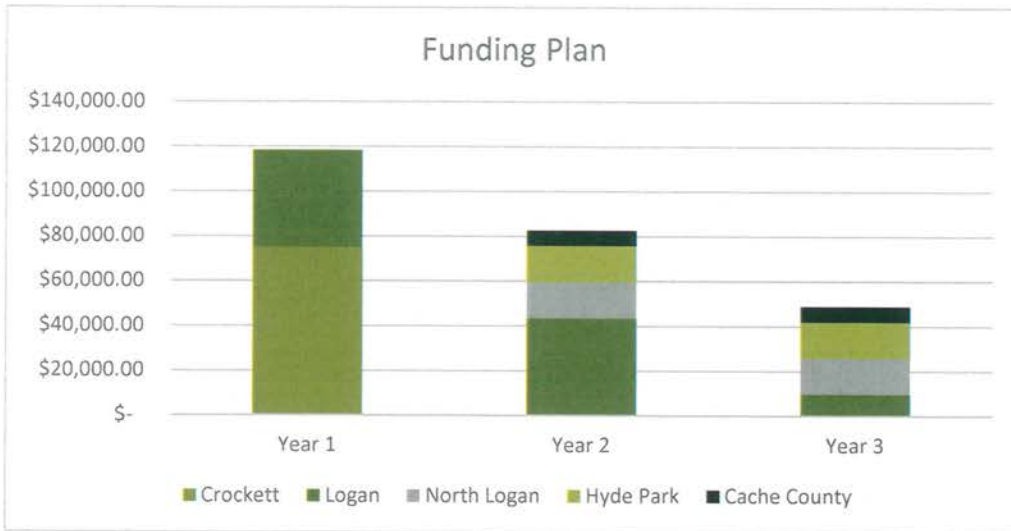


**GATEWAY
 MAPPING
 INC.**
 a J-U-B Company

ATTACHMENT 2
REVISED FUNDING PLAN CHART

REVISED FUNDING CHART

	Area (SF)	%	Total Cost	Year 1	Year 2	Year 3
Total			\$ 250,000.00			
Crockett		30.0%	\$ 75,000.00	\$ 75,000.00		
Governments		70.0%	\$ 175,000.00			
Logan	4,260	38.6%	\$ 96,600.00	\$ 43,470.00	\$ 43,470.00	\$ 9,660.00
North Logan	1,390	12.9%	\$ 32,200.00		\$ 16,100.00	\$ 16,100.00
Hyde Park	1,371	12.9%	\$ 32,200.00		\$ 16,100.00	\$ 16,100.00
Cache County		5.6%	\$ 14,000.00		\$ 7,000.00	\$ 7,000.00
		100.0%		\$ 118,470.00	\$ 82,670.00	\$ 48,860.00



CACHE WATER DISTRICT BOARD OF TRUSTEES MEETING
MARCH 8, 2017

ATTACHMENT B

**Proposed Research Project:
Water Banking in Cache County**



Project Overview and Purpose:

Overview: The proposed research project is a collaboration between Utah State University (USU) and the newly formed Cache Water District (CWD). Utah state law gives the ability to bank water to local districts, such as a water conservancy district. The Cache County Water Master Plan recommends water banking be pursued as a mechanism to move water around Cache County to protect and maintain future water supplies.

Purpose: provide technical information to the CWD Board of Trustees on how a Cache County water bank could be established and what conditions would best enable it to be used by people in CWD.

Project Personnel:

Utah State University

Dr. Joanna Endter-Wada, Professor of Natural Resource Policy and Social Science (PI)

Dr. Niel Allen, Associate Professor of Agricultural and Irrigation Engineering (co-PI)

Dr. Lisa Welsh, Post-doctoral Fellow, Natural Resource and Environmental Policy (co-PI)

Clint Carney, Ph.D. Student, Department of Environment and Society (licensed hydrogeologist)

County and State Project Advisors

Bob Fotheringham, Cache County Water Manager

Todd Adams, Utah Division of Water Resources

James Greer, Utah Division of Water Rights

Project Tasks:

- identify the features and elements of a water bank that would meet the needs of Cache Valley citizens and fit the particular environmental and social context of Cache Valley, with a focus on conjunctive use of surface water, groundwater, and other potential sources
- synthesize information on the key features of successful water banks with potential application in Cache County, including the statutory provisions, institutional rules, and technical capabilities that make them feasible and incentivize people to participate
- analyze how a Cache Water Bank would operate under Utah water law and state administrative procedures and under the Interim Cache Valley Ground-Water Management Plan

Project Timeline:

July 1, 2017 – December 31, 2018

Anticipated Project Impacts and Significance:

It is anticipated that this project will not only help guide the Cache Water District in setting up a local water bank in Cache County, but the project will also develop state-wide principles and procedures to encourage water banking in communities across Utah. Effective water banking legislation would allow water users to feel secure in placing their water rights in water banks so that communities, like Cache County, can better use available water supplies to accommodate changing needs and supplies.

Project Deliverables:

The research team will provide a project report to the CWD Board of Trustees and make public presentations about their findings.

Project Budget and Proposed Cost-Share:

The proposed budget for this project is \$99,882. The USU researchers are applying for a USU Water Initiative Extension Grant that can provide up to \$50,000 but requires a 50/50 cost share match.

**CACHE WATER DISTRICT BOARD OF TRUSTEES MEETING
MARCH 8, 2017**

ATTACHMENT C

Native Plant

Propagation Workshop

Thursday, March 16, 2017, 6-9 p.m.
OR Saturday, March 18, 2017, 9 a.m.-noon

At the USU Teaching Greenhouse
1390 North 800 East, Logan

\$25: Master Gardeners & UNPS Members

\$30.00: All others

Fee includes printed workbook, various seeds and planting materials

REGISTER NOW

Call: 435-752-6263

or email: jaydee.gunnell@usu.edu

PRESENTED BY:

Utah Native Plant Society

Cache County Master Gardeners

USU Cache County Extension

