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City Council Agenda Information

To: Mayor Miller and City Council
From: Stephanie Fricke, City Recorder
Date: April 13, 2026
Subject: Irrigation Water Agreement with Patsy Swenson

Summary:

This item is being presented to the City Council to clarify and formalize the terms of a prior administrative agreement and to ensure consistency with current City policy and fee structure. The City Council never approved this agreement, it was approved by the former City Administrator.

In 2020, Hyrum City provided written permission to Wayne Jewkes, acting on behalf of Patsy Swenson (his mother), to allow potential use of the City's pressurized irrigation system if a shallow well serving the property were to fail or be negatively impacted during the installation of water lines in the area. The intent of this agreement was to provide a contingency water source only if the existing shallow well became unusable due to construction activities.

Under the terms of that approval, no water shares were turned into the City, and no connection fees or impact fees were collected at the time of connection. However, the agreement clearly reflects that if the property were later converted from agricultural use or permanently connected to the pressurized irrigation system, standard City requirements, including water shares, impact fees, and connection fees would apply in full.

Councilmember Craig Rasmussen, Public Utilities Director Kade Maughan, and myself reviewed the written letter and determined the proposed agreement accurately reflects the original intent, including but not limited to:

- No irrigation use on the 4th of July;
- A meter (50% paid by City) and Installation of the at 100% the property owner's expense (City pay's half of meter in good faith that shallow well dried up due to installation of utility lines) ;
- Use of 7 GPM nozzles, with a total allocation limited to 2 acre-feet of water (for 2 acres of ground) or as may be allocated by the water user, not to exceed the water limit;
- A regulated irrigation schedule of 7 days on and 4 days off;
- Water use may be reduced during drought conditions as determined by the City; and
- Agricultural user fee to offset system pumping costs.

Additionally, due to significant increases in Hyrum City's power rates the proposed agreement includes the fee per acre of ground from \$30 to \$60 to more accurately reflect current operational costs.

The intent of the original written agreement was that, although the parcel consists of approximately 10 acres, irrigation water use would be limited strictly to the historically irrigated area served by the shallow well and not expanded beyond that footprint. Based on review of historical aerial imagery through Google Earth, it is estimated that approximately 2 acres were actively irrigated under the shallow well system. This aligns with standard irrigation calculations of approximately 1 acre-foot of water per acre of ground per irrigation season.

This agreement should have been drafted as a detailed, formal agreement at the time rather than a simple letter, in order to clearly define the intent and expectations of both the City and Wayne Jewkes. Bringing this item forward now will provide a more permanent and enforceable document, replacing the informal 2020 letter with a clear agreement that reflects City standards and protects both parties moving forward.

This clarification ensures that water usage remains consistent with historic agricultural use and City policy, and that any future expansion of irrigation beyond the historic footprint would require full compliance with City connection, impact, and water share requirements.

This summary is provided to ensure the Council has a clear understanding of the original intent, historical use, and current policy application as this item is considered.

Recommendation:

Mayor Miller has requested that this agreement be ready for approval by April 16 to ensure that the participating farmer receives a 30-day notice prior to implementation of the agreement.

City Council Meeting Details:

- Meeting Date: April 16, 2026
- Council Role: Discussion and vote

IRRIGATION WATER AGREEMENT

This Irrigation Water Use Agreement (this “Agreement”) is entered into this ___ day of April, 2026, by and between **Gerald C. and Patsy R. Swenson Revocable Trust** (the “Water User”) and the **City of Hyrum**, a municipal corporation of the State of Utah (the “City”). The Water User and the City may be referred to collectively as the “Parties.”

WHEREAS, the Water User are the owners of real property identified as Parcel No. 01-079-0001, consisting of approximately 10 acres and located near Highway 165 and 6600 South in Hyrum, Utah (the “Property”); and

WHEREAS, in or about March 2020, the Water User allowed the City to stage utility boring operations from the Property in connection with municipal utility installation; and

WHEREAS, the Parties desire to memorialize the City’s agreement regarding the impact to the existing shallow well located on the Property (See Exhibit A).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Shares, Connection and Impact Fees. In 2020 the Water User did not dedicate irrigation shares, nor did they pay any connection or impact fees for connection to the City’s pressurized irrigation system. In the event the Property is no longer used for agricultural purposes, the Water User shall be required to pay all applicable connection fees, impact fees, and submit water shares as required by City Ordinance to continue to be connected to the pressurized irrigation system. If connection fees, impact fees, and water shares are not submitted at the time it is no longer used for agricultural purposes the pressurized irrigation connection will be immediately disconnected by the City.
2. Water Meter Installation and Maintenance. The City agrees to pay fifty percent (50%) of the cost of such meter due to the inconvenience experienced by the Water User in connection with the original 2020 agreement. Water User shall be required to pay 50% of the cost and install, at Water User’s sole cost and expense, a water meter on the single Water User’s connection to the Water System by June 1, 2027. The meter shall be installed in a location that allows the City to read the meter without obstruction, and in a manner reasonably approved by the City and shall be capable of accurately measuring water flow and usage. The City may monitor flow and usage by reading the meter to verify the limits of Section 5. Similarly, annual water use or reduced flow due to drought conditions may be determined by meter reading and/or by recording operating heads.

The Water User shall be solely responsible for the repair, maintenance, and replacement of the water meter serving the Water User’s connection. If the City determines that the water meter is damaged, malfunctioning, inaccessible, or otherwise not functioning properly, the City shall notify the Water User. The Water User shall repair or replace the meter, at the Water User’s expense, within fourteen (14) days of such notice, unless a different time period is approved by the City. Failure to timely repair or replace a meter may result in suspension of water delivery or other remedies available to the City

under this Agreement or applicable law.

By signing this Agreement, the Water User expressly grants permission to the City to enter upon the applicable property, at reasonable times, for the purpose of accessing, reading, inspecting, testing, maintaining, or verifying the water meter.

3. Rate Schedule. The Water User shall make an annual payment to the City by December 1 of each year in the amount of sixty dollars (\$60.00) per acre (two acres of ground is historical use) for the previous water season. Non-payment shall subject the Water User to possible termination of this agreement or refusal to divert water through the Water System. The City may amend the rate schedule from time to time, provided that any adjustment shall be reasonably related to the costs of operation, maintenance, repair, and administration of the Water System, and shall be approved in accordance with applicable municipal procedures. Written notice of any adjustment shall be provided to the Water User at least sixty (60) days prior to the due date of payment.

4. Use of Water. The Parties acknowledge and agree that the purpose of this irrigation connection is to supply water equivalent to the portion of the Property historically irrigated by the existing shallow well, which is estimated to be two (2) acres or less.

5. Time of Use. Water usage from the pressurized irrigation system shall be limited and regulated as follows: irrigation shall be conducted on a seven (7) days on, four (4) days off schedule, using a nozzle not to exceed seven (7) gallons per minute; total annual water usage shall not exceed two (2) acre-feet. Upon installation of the required water meter, total water usage shall not exceed 651,704 gallons per irrigation season. Water user shall not use the pressurized irrigation system from the weekend before July 4th through July 4th.

6. City Access. By signing this Agreement, the Water User expressly grants permission to the City to enter upon the applicable property, at reasonable times, for the purpose of accessing, reading, inspecting, testing, maintaining, or verifying the water meter(s). City shall make reasonable efforts to provide reasonable prior notice before entering the Property, except in case of emergency or where immediate access is reasonably necessary to protect the Water System or ensure compliance with this Agreement.

7. Drought and Water Use Restrictions. The City reserves the right, in its reasonable discretion, to limit the amount of water delivered through the pressurized irrigation system to or used upon the Property in the event of drought conditions or other circumstances resulting in a reduced water supply. Any such determination by the City shall be made in good faith and based upon reasonable considerations of available water resources and system capacity. City shall provide written notice to each Water User at least seven (7) days prior to any drought or water use restriction becoming effective.

8. Force Majeure & Release. In the event of drought, earthquake, or other act of God, the City shall have no liability for interruption of service. Water User waive any claims for crop loss or other damages arising from such events.

9. Indemnification. Water User agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, liabilities, and expenses arising out of or related to such Water User's use of the pressurized irrigation system, including but not limited to overuse, misuse, or violation of this Agreement.
10. Notice of Breach; Dispute Resolution. In the event a Party desires to claim that the other Party has breached the terms of this Agreement, the claiming Party shall give written notice to the non-claiming Party of such breach, which notice shall include a brief summary of the facts and circumstances upon which such claim is based. If the Parties are unable to resolve the dispute resulting from such claim within sixty (60) days after the date upon which the written notice of breach was delivered, the Parties shall, prior to commencing litigation, submit the matter to mediation, to be conducted by a mutually-acceptable mediator.
11. Governing Law. This Agreement and all amendments hereto shall be governed by the laws of the State of Utah. The exclusive jurisdiction for any litigation arising out of or on account of this Agreement shall be in the courts of the State of Utah.
12. Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective Parties.
13. Severability. The invalidity or unenforceability of any part of this Agreement shall not invalidate or affect the validity or enforceability of any other provision of this Agreement, which shall continue to govern the rights and obligations of the Parties hereto as though the invalid or unenforceable provisions were not a part hereof.
14. Attorney's Fees. In the event any Party shall be in default hereof or violation of the provisions hereof, such defaulting Party shall pay the non-defaulting Party's (be it one or more) attorney's fees and costs incurred by such non-defaulting Party in enforcing this Agreement whether by court action in a court of competent jurisdiction or otherwise.
15. Successors in Interest. The provisions of this Agreement shall be binding upon the Parties' respective successors and assigns.
16. Authority. Each undersigned below warrants and covenants that they have the requisite authority to enter into this Agreement and has full authority to bind the party they represent for and on behalf of the applicable Water User or City.
17. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties.
18. Entire Agreement. This Agreement constitutes the entire understanding of the Parties and supersedes all prior agreements.

IN WITNESS WHEREOF, the Parties execute this Water Use Agreement as of the date first set forth above.

CITY:

THE CITY OF HYRUM, UTAH

a Utah municipal corporation

Steve Miller
Mayor

WATER USER:

Gerald C Sweson & Patsy R
Swenson Revocable Trust

Name

Title

Date



Mayor, Stephanie Miller
Council Members
Steve Adams
Kathy Bingham
Jared L. Clawson
Paul C. James
Craig Rasmussen
City Administrator
Ron W. Salvesen
Recorder
Stephanie B. Fricke
Treasurer
Todd Perkins

March 6, 2020

Re: Surface Well at 6600 South & Highway 165

Wayne Jewkes,

In exchange for allowing city utility boring to be staged from your family's property (01-079-0001), Hyrum City agrees to allow a connection to the City pressurized irrigation system if this utility installation negatively effects the shallow well you have at this location. If connection was needed no impact fees would be charged for an agricultural connection to water the area currently supplied by this existing well. At connection, normal use charges would be assessed and water shares required by current city ordinance would apply.

Thank you for working with us to be able to complete these utility installations. We will work with the developer to make sure your property is protected and restored to proper condition following installations.

Sincerely,

A handwritten signature in cursive script that reads "Ron Salvesen".

Ron Salvesen
Hyrum City Administrator