

## **WATER DISTRICT 32C 2022**

### **RESOLUTIONS:**

**Mr. Egan then asked the water users to adopt the following resolutions.**

#### **Headgates and Weirs**

“All control devices and measuring devices shall be in good working order before water can be demanded and delivered. The Watermaster shall not deliver any water unless such devices are in good working order.”

“All headgate systems that have return flow capability or a bypass channel for the water to return to Medicine Lodge must have a weir installed and functioning before water will be delivered.”

#### **Collection of Water Assessments**

“No ditch, canal, or other water user shall have the right to demand and receive water until full payment due is paid. Payment shall become due April 1, and shall be come delinquent May 1, and if not paid by May 1, the payment shall bear interest from May 1, at the rate of eight percent (8%) per annum.

The Watermaster shall not deliver any water until full payment due is paid.”

#### **Watermaster Term of Service**

“The Watermaster shall be elected for a term of one full year. The purpose is so the Watermaster can serve in the legal capacity to do official business for the district in the event of emergencies, legislative actions, hearings, disputes or other water related or job-related activities.

The Watermaster cannot be required to make water deliveries before April 1, or after November 1, (the normal irrigation season) unless an emergency exists. The Watermaster shall not be paid before April 1, or after November 1 from water district budgeted regular funds.”

#### **Pumping from Creek**

“Prohibit any pumping directly form Medicine Lodge Creek as per the motion adopted 1980, which read as follows: “That no pumping be allowed from Medicine Lodge Creek or its tributaries, without first diverting and measuring water into a private pond or sump, to eliminate any interference with regulation of stream waters.”

#### **Calling the Deputy Watermaster to Duty**

“The Deputy Watermaster shall be called to duty by the Watermaster for the remainder of the season at the request of three water users whose signatures shall authorize said action.”

#### **Deputy Term of Service**

“The Deputy Watermaster shall be called to duty on May 1 to measure, record and regulate waters of Medicine Lodge Creek.”

#### **Pooling Agreement**

“Be it resolved that the water users of Medicine Lodge Creek unanimously agree and direct the Watermaster to continue the practice of water right exchanges, which has been practiced since

the formation of the stipulation and agreement dated March 2, 1954. Such practices shall include pooling of waters, rented waters, and exchanges beneficial to the users as a whole. The Watermaster is further directed not to deliver the above-mentioned waters to a downstream user, until that water delivery amount(c.f.s.) is assessed a bed loss value to provide that no injury to an existing water right would occur. These losses should be assessed according to the average of U.S.G.S. bed losses measurements.

We further resolve that delivery of the above waters cannot be demanded prior to May 1, unless excess water exits the stream.”

**ADOPPING RESOLUTIONS:**

**Garth Ashcraft moved that all resolutions be adopted. Sid Brown seconded the motion. Resolutions passed.**