



## BOARD OF DIRECTORS REGULAR MEETING

Tuesday, December 6, 2022 - 9:00 A.M.

1. Consent Agenda (approved with one motion).
  - a. Minutes of November 8<sup>th</sup>, 2022, Regular Board meeting.
  - b. Status of Investments Report – November 30, 2022.
  - c. Treasurer’s Report– November 30, 2022.
  - d. Comparative Balance Sheet report for the ten periods ending October 31, 2022.
  - e. Statement of Income Expense report for the ten periods ending October 31, 2022.
  - f. Claims.
  - g. Miscellaneous Bills.
2. Board of Equalization Resolution 1-2022.
3. Insurance overview – Richard Romm HUB International.
4. Terrace Heights Irrigation District system improvement billings.
5. \*Enclosed Conduit System material bid award.
6. Kachess Safety of Dam Repayment contract with United States Bureau of Reclamation.
7. 2023 Assessment rate.
8. \*2023 Budget.
9. Overview of new and used equipment purchases.
10. Watermaster’s Report.
11. District Manager’s report.
12. Engineering Manager’s report.
13. Executive Session:
  - a. Executive session pursuant to RCW 42.30.110(1)(i). Potential and pending litigation- State v. Acquavella, Terrace Heights Sewer District.
  - b. Executive session pursuant to RCW 42.30.110(2)(a)(iii). To evaluate legal risk of a proposed action.
  - c. Executive session pursuant to RCW 42.30.140(4)(b).

# Item #1

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# DRAFT

REGULAR MEETING MINUTES

November 8, 2022

The Board of Directors for the Roza Irrigation District convened in regular session on Tuesday November 8, 2022. Present were President Ric Valicoff, Vice-President Jim Willard, Director Tanner Winckler, Director Jason Don and District Manager Scott Revell, Engineering Manager Wayne Sonnichsen, Watermaster Dave Rollinger, Assistant Watermaster Aaron Wiederspohn, Maintenance Superintendent Dave Clampitt, and District Attorney Brian Iller.

Audience members included:

Via telephone conference: Director Jason Sheehan and Assessment Clerk/Assistant Secretary Kristel Espinoza.

The President called the meeting to order at 9:00 A.M. and requested that the Board consider the consent agenda as presented:

- a. Minutes of October 11, 2022, Regular Board meeting.
- b. Status of Investments Report – October 31, 2022.
- c. Treasurer's Report– October 31, 2022.
- d. Claims.

The following claims were approved for payment: payroll numbers

It was moved by Mr. Willard, seconded by Mr. Winckler, and unanimously passed to approve the consent agenda as presented.

Chad Stuart, Yakima Field Manager – United States Bureau of Reclamation joined the meeting and provided an update to the Board on the Kachess Dam repair repayment obligations and discussed several repayment contract issues, leadership recruitment and Roza Dam switch yard gear replacement.

District Manager Revell reported that the 2022 assessment roll was delivered to the Board electronically pursuant to RCW 87.03.250. and that notice of the equalization hearing will be published in the Yakima Herald and the Tri-City Herald.

District Manager Revell presented the notice of equalization and noted the specified date and time the board of directors, acting as a board of equalization will meet to equalize assessments pursuant to RCW 87.03.250.

District Manager Revell reported to the Board that Jason Sheehan was the only candidate to file for Division 3 respectively. The Board declared Jason Sheehan elected as director for division 1 for the 2023-2026 term.

District Manager Revell reported to the Board on the upcoming travel by the Board of Directors. Mr. Revell noted the by-laws require the Board to authorize travel by Directors. The Washington State Water Resource Association annual conference in Spokane in December. Following discussion, Mr. Willard moved, seconded by Mr. Don, and unanimously approved travel to the WSWRA annual conference for Director Ric Valicoff, Director Jim Willard, and Director Jason Sheehan. Director Winckler and Director Don state that they were unable to attend.

District Manager Revell and the Board discussed the equipment purchase list detailed in the staff report. Mr. Revell noted, Staff has inventoried the equipment fleet and prioritized the equipment most in need of replacement. Mr. Revell explained recent funding levels, budget impacts and the highest priorities. The Board discussed in detail theft counter measures extensively. Mr. Revell stated that Staff would research the cost. Following discussion, Mr. Willard moved seconded by Mr. Don and unanimously approved to authorize the purchase of a grout machine, 2 Tiger mowers and equipment trailer repair/replacement in the amount up to \$96,800 in 2022 Tier II funds and the GPS for the new 315 Excavator in the amount of \$71,800 and the additional base station in the amount of \$18,200 including tax, shipping, and installation with the 2022 Tier II funds, totaling \$186,800.

District Manager Revell reported on the non-bargaining unit wage rates from 2020 to 2021 and noted the inflation during 2022. Following discussion, Mr. Willard moved, seconded by Mr. Don, and unanimously authorized a 2.5% cost of living adjustment increase for the district's non-bargaining unit employees, to be effective on November 20, 2022.

District Manager Revell updated the Board on the 2023 budget planning and discussed the background information on several line items detailed in the staff report and options for balancing the budget. No action was requested from Board.

District Manager Revell updated to the Board on the 2022-2023 winter work program. Mr. Revell noted Staff had more accurate information on several projects since the work program was approved on September 6<sup>th</sup>. The Wasteway 5 Re-Regulation pump motor has been inspected by an outside electrician and has been found to have suffered a catastrophic failure. Replacement costs will be \$50,000 rather than the \$20,000 presented in September. Mr. Revell discussed the lining drain pumps which were not included in the work program approved by the Board on September 6<sup>th</sup>. The out-of-date electrical cabinets for the 2 Parcma pumps used to return lining drain water to the Main Canal at milepost 22. The work will cost \$13,000 and the electrical panel upgrade will meet modern standards. The Pump 14 house asbestos abatement low bid is \$57,750 which exceeded the initial estimate and the retaining wall at 32.8 is quoted at \$17,000 including tax and delivery. following discussion, Mr. Willard moved, seconded by Mr. Don, and unanimously approved the proposed amended winter work program an authorize the revised funding schedule as presented.

District Manager Revell presented the 2023 RSBOJC budget for information purposes and noted that the 2023 budget would not increase over 2022 and the budget would be reviewed and approved at the November RSBOJC Board meeting. The Board asked several questions about RSBOJC expenses and reserves.

District Manager Revell presented the 2023 Joint Drains budget and noted the budget was similar to 2021 with a negligible overall decrease. Following discussion, Mr. Don moved, seconded by Mr. Willard, and unanimously approved the proposed 2023 Joint Drains budget.

Watermaster Dave Rollinger presented, and the Board reviewed the Watermaster's monthly report.

District Manager Revell presented, and the Board reviewed the District Manager's monthly report.

Engineering Manager Sonnichsen presented, and the Board reviewed the Engineering Manager's monthly report.

The President declared the Board to be in executive session for an estimated twenty minutes beginning at 11:20 A.M. pursuant to:

- a. Executive session pursuant to RCW 42.30.110(1)(i). Potential and pending litigation-State v. Acquavella, Terrace Heights Sewer District.
- b. Executive session pursuant to RCW 42.30.110(2)(a)(iii). To evaluate legal risk of a proposed action.
- c. Executive session pursuant to RCW 42.30.110(1)(b). Selection of a site or the acquisition of real estate.

The President returned the Board to regular session at 11:42 A.M.

No further business appearing and upon motion duly made, seconded, and unanimously passed, the Board did there upon adjourn at 11:42 A.M. on Tuesday- November 8, 2022.

ATTEST:

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PRESIDENT

\_\_\_\_\_  
SECRETARY

**ROZA IRRIGATION DISTRICT  
STATUS OF INVESTING ACCOUNTS  
November 30, 2022**

BANK	\$ AMOUNT	INTEREST EARNED	INTEREST RATE	BALANCE
L.G.I.P.	\$15,654,537.18	48,790.91	3.7546%	\$15,703,328.09
U.S. - MIA INV.	\$100.21	0.00	0.01%	\$100.21
U.S. - SAVINGS	\$2,116.59	0.12	0.01%	\$2,116.71
U.S. - CHECKING	\$106,973.01	1.02	0.01%	\$106,974.03
			<b>TOTAL</b>	<b>\$15,812,519.04</b>

**ROZA IRRIGATION DISTRICT  
STATUS OF INVESTMENTS  
November 30, 2022**

INVESTMENT	RATE	MATURE	EXPENSE	TOTAL
			0.00	0.00
<b>TOTALS:</b>			0.00	0.00

<b>TOTAL OF ALL CASH</b>	15,812,519.04
<b>MINUS RESTRICTED CASH</b>	624,041.90
(Construction/Reserve/Memo \$)	
(Drought)	4,056,833.83
(WSD)	3,592,420.64
<b>TOTAL O &amp; M CASH</b>	<b>7,539,222.67</b>

**ROZA IRRIGATION DISTRICT**  
**TREASURER'S FINANCIAL STATEMENT**  
November 30, 2022

	EXPENSE	CONST.	FM LN 1%	RESERVE	MEMO	TOTAL
Balance First of Month	15,744,408.91	335,985.42	0.00	288,000.00	0.00	16,368,394.33
Collections	4,916.85	56.48				4,973.33
Miscellaneous	55,922.71					55,922.71
Matured Investments						0.00
Interest	49,396.77					49,396.77
Transfers						0.00
TOTAL	15,854,645.24	336,041.90	0.00	288,000.00	0.00	16,478,687.14
LESS:						
Voucher Checks Issued	169,070.87					169,070.87
Misc. Checks Issued	498,092.23					498,092.23
Tier 2 Checks						0.00
NSF Check Returned						0.00
Bank Charge	5.00					5.00
Void Check	-1,000.00					-1,000.00
TOTAL PAID	666,168.10	0.00	0.00	0.00	0.00	666,168.10
Balance End of Month	15,188,477.14	336,041.90	0.00	288,000.00	0.00	15,812,519.04

**COMPARATIVE BALANCE SHEET**  
**Roza Irrigation District**  
**For the Ten PERIODS ENDING October 31, 2022**

	CURRENT PERIOD	PRIOR YEAR	DIFFERENCE
CASH IN BANK/CHECKING	110,636.11	154,921.97	(44,285.86)
CASH IN BANK/O & M	15,633,772.80	13,784,560.01	1,849,212.79
CASH IN BANK/CONST	335,985.42	337,047.45	(1,062.03)
CASH IN BANK/USBR RESERVE	288,000.00	288,000.00	0.00
PETTY CASH	100.00	100.00	0.00
TOTAL OF ALL CASH	<u>16,368,494.33</u>	<u>14,564,629.43</u>	<u>1,803,864.90</u>
ACCOUNTS RECEIVABLE	151,973.43	11,622.41	140,351.02
TOTAL CURRENT RECEIVABLES	<u>151,973.43</u>	<u>11,622.41</u>	<u>140,351.02</u>
ASSESSMENT RECEIVABLE/O & M	206,194.33	189,798.04	16,396.29
ASSESSMENT RECEIVABLE/CONST	2,681.64	2,432.77	248.87
ASSESSMENT RECEIVABLE/DELIQUENT INTEREST	28,692.04	22,987.25	5,704.79
ASSESSMENT RECEIVABLE/MISC BILLS	1,200.41	411.87	788.54
TOTAL ASSESSMENT RECEIVABLES	<u>238,768.42</u>	<u>215,629.93</u>	<u>23,138.49</u>
INVENTORY/GAS & OIL	(13,894.13)	5,629.22	(19,523.35)
INVENTORY/VEHICLE SHOP	57,467.04	46,302.18	11,164.86
INVENTORY/SUPPLIES	559,404.36	485,605.74	73,798.62
INVENTORY/EQUIPMENT PARTS	0.00	1,342.11	(1,342.11)
TOTAL INVENTORY	<u>602,977.27</u>	<u>538,879.25</u>	<u>64,098.02</u>
PREPAID INSURANCE	36,998.42	32,621.24	4,377.18
PREPAID SVID JOINT DRAINS	59,380.50	126,911.49	(67,530.99)
PREPAID COSTS/WARRANTYS	167,134.14	324,847.53	(157,713.39)
TOTAL PREPAIDS	<u>263,513.06</u>	<u>484,380.26</u>	<u>(220,867.20)</u>
TOTAL OF ALL CURRENT ASSETS	17,625,726.51	15,815,141.28	1,810,585.23
LAND & LAND RIGHTS	467,633.44	467,633.44	0.00
BUILDINGS	90,689.05	90,689.05	0.00
ENCLOSED CONDUIT SYSTEM	35,899,536.50	35,108,131.01	791,405.49
PUMP UPGRADES	356,459.35	70,256.95	286,202.40
WW6 REREG	336,280.37	336,280.37	0.00
WW7 REREG	539,933.11	539,933.11	0.00
WW5 REREG	30,891,678.06	30,891,678.06	0.00
CONST & MAINT EQUIPMENT	7,635,133.18	7,630,750.73	4,382.45
MISC EQUIPMENT	1,146,162.37	1,028,847.05	117,315.32
OFFICE EQUIPMENT	103,023.07	109,729.73	(6,706.66)
COMPUTER SOFTWARE	44,813.41	44,813.41	0.00
TOTAL CAPITAL ASSETS	<u>77,511,341.91</u>	<u>76,318,742.91</u>	<u>1,192,599.00</u>
BUILDINGS/ACCUMULATED DEPRECIATION	(90,689.05)	(90,689.05)	0.00
ECS/ACCUMULATED DEPRECIATION	(11,135,899.82)	(10,403,786.08)	(732,113.74)
WW6 REREG/ACCUMULATED DEPRECIATION	(336,280.37)	(336,280.37)	0.00

COMPARATIVE BALANCE SHEET  
Roza Irrigation District  
For the Ten PERIODS ENDING October 31, 2022

	CURRENT PERIOD	PRIOR YEAR	DIFFERENCE
WW7 REREG/ACCUMULATED DEPRECIATION	(353,914.35)	(326,011.54)	(27,902.81)
WW5 REREG/ACCUMULATED DEPRECIATION	(2,625,792.59)	(2,007,959.05)	(617,833.54)
EQUIPMENT/ACCUMULATED DEPRECIATION	(4,143,943.24)	(3,822,617.58)	(321,325.66)
MISC EQUIPMENT/ACCUMULATED DEPRECIATION	(784,851.77)	(636,031.15)	(148,820.62)
OFFICE EQUIPMENT/ACCUMULATED DEPRECIATION	(91,386.73)	(108,439.55)	17,052.82
COMPUTER SOFTWARE/ACCUMULATED DEPRECIATION	(27,855.24)	(18,892.56)	(8,962.68)
CAPITAL ASSETS ACCUM DEPRECIATION	(19,590,613.16)	(17,750,706.93)	(1,839,906.23)
USBR CONST OBLIGATION REC.	50,087.97	122,666.00	(72,578.03)
TOTAL CONST RECEIVABLE	50,087.97	122,666.00	(72,578.03)
NET PENSION ASSET	3,196,979.00	0.00	3,196,979.00
TOTAL NET PENSION ASSET	3,196,979.00	0.00	3,196,979.00
TOTAL OF ALL ASSETS	78,793,522.23	74,505,843.26	4,287,678.97
DEFERRED OUTFLOWS/PENSIONS	391,672.02	452,783.02	(61,111.00)
TOTAL DEFERRED OUTFLOWS/PENSIONS	391,672.02	452,783.02	(61,111.00)
TOTAL ASSETS AND DEFERRED OUTFLOWS	79,185,194.25	74,958,626.28	4,226,567.97
ACCOUNTS PAYABLE/EXPENSE	169,070.87	200,194.53	(31,123.66)
ACCOUNTS PAYABLE/USBR/CONST	31,936.54	34,374.38	(2,437.84)
TOTAL ACCOUNTS PAYABLE	201,007.41	234,568.91	(33,561.50)
ACCRUED WAGES PAYABLE	19,248.97	0.00	19,248.97
ACCRUED ANNUAL LEAVE PAYABLE	400,997.70	447,753.76	(46,756.06)
ACCRUED SICK LEAVE PAYABLE	533,157.57	649,897.44	(116,739.87)
ACCRUED TAXES PAYABLE	64.55	85.60	(21.05)
ACCRUED IND INS PAYABLE	11,646.96	18,240.37	(6,593.41)
ACCRUED RET. DEDUC & MATCH	36,763.33	39,948.54	(3,185.21)
MISC PAYROLL DEDUCTIONS	4,515.44	3,985.92	529.52
ACCR WA PD LEAVE DEDUCT&MATCH	1,729.51	1,732.96	(3.45)
TOTAL ACCRUED EXPENSES	1,008,124.03	1,161,644.59	(153,520.56)
DEPOSITS/EXTRA WATER	128,387.85	0.00	128,387.85
OVERPAYMENT	0.00	9.20	(9.20)
TOTAL PREPAIDS/DEPOSITS	128,387.85	9.20	128,378.65
CONTRACT PAY/USBR CONST	50,087.97	122,666.02	(72,578.05)
TOTAL LONG TERM LIABILITIES	50,087.97	122,666.02	(72,578.05)
NET PENSION LIABILITY	304,735.00	1,330,396.00	(1,025,661.00)
TOTAL NET PENSION LIABILITY	304,735.00	1,330,396.00	(1,025,661.00)
TOTAL OF ALL LIABILITIES	1,692,342.26	2,849,284.72	(1,156,942.46)

COMPARATIVE BALANCE SHEET  
 Roza Irrigation District  
 For the Ten PERIODS ENDING October 31, 2022

	CURRENT PERIOD	PRIOR YEAR	DIFFERENCE
DEFERRED INFLOWS/PENSIONS	3,349,279.00	436,633.00	2,912,646.00
TOTAL DEFERRED INFLOWS/PENSIONS	<u>3,349,279.00</u>	<u>436,633.00</u>	<u>2,912,646.00</u>
RESERVE/USBR - CONST OBLIG	288,000.00	288,000.00	0.00
TOTAL RESERVES	<u>288,000.00</u>	<u>288,000.00</u>	<u>0.00</u>
UNAPPROPRIATED SURPLUS	71,796,792.49	68,519,768.01	3,277,024.48
NET INCOME (LOSS)	2,058,780.50	2,864,940.55	(806,160.05)
TOTAL UNRESERVED	<u>73,855,572.99</u>	<u>71,384,708.56</u>	<u>2,470,864.43</u>
TOTAL EQUITY	74,143,572.99	71,672,708.56	2,470,864.43
TOTAL LIABILITY, EQUITY & DEFERRED INFLOWS	79,185,194.25	74,958,626.28	4,226,567.97

STATEMENT OF INCOME EXPENSE  
Roza Irrigation District  
For the Ten PERIODS ENDING October 31, 2022

	CURRENT PERIOD	2022 YTD	2021 YTD
ASSESSMENT INCOME/O & M	0.00	13,512,649.02	13,149,409.36
ASSESSMENT INCOME/CONST	0.00	1,624.70	1,631.35
TOTAL ASSESSMENT INCOME	<u>0.00</u>	<u>13,514,273.72</u>	<u>13,151,040.71</u>
INTEREST INCOME/INV/DELINQ	1,126.56	14,389.35	13,398.07
INTEREST INCOME/INV/OTHER	42,805.01	180,096.24	12,895.04
TOTAL INTEREST INCOME	<u>43,931.57</u>	<u>194,485.59</u>	<u>26,293.11</u>
RENTAL INCOME/HOUSES	327.70	5,190.85	5,340.84
TOTAL RENTAL INCOME	<u>327.70</u>	<u>5,190.85</u>	<u>5,340.84</u>
DISP OF FIXED ASSETS INCOME	0.00	969.60	9,015.66
MISC INCOME	0.00	133,261.51	171,453.50
TIER 2 INCOME	49,012.76	727,531.19	1,021,757.66
MISC. INCOME/HEALTH/SAFETY	10,330.71	87,256.18	82,270.56
MISC INCOME/ AQUALASTIC LINING	0.00	230,987.50	178,151.70
MISC INCOME/20-21 PRESSURE PROJECT	0.00	0.00	50,732.00
MISC INCOME/KACHESS STUDY	0.00	2,981.67	547,560.71
TOTAL MISCELLANEOUS INCOME	<u>59,343.47</u>	<u>1,182,987.65</u>	<u>2,060,941.79</u>
TOTAL OF ALL INCOME	103,602.74	14,896,937.81	15,243,616.45
MC/LINED/BURNING	0.00	13,977.52	372.15
MC/LINED/CLEANING	820.52	16,413.08	7,140.30
MC/LINED/GROUTING	3,118.32	108,851.41	96,739.47
MC/LINED/REPAIR	1,117.04	68,996.09	28,774.69
MC/LINED/SEALING	0.00	231,239.94	215,739.99
MC/LINED/DRAINS	3,191.82	17,578.39	10,378.91
MC/UNLINED/BURNING	0.00	31,134.01	31,211.22
MC/UNLINED/CLEANING	2,798.26	62,630.33	322,618.44
MC/UNLINED/CORING	0.00	20,955.82	5,370.13
MC/UNLINED/REPAIR	14,841.45	69,324.30	25,358.17
MC/GROUND WEEDS/SPRAY	11,901.77	70,363.06	48,803.80
MC/GROUND WEEDS/PULL	0.00	1,524.26	2,079.44
MC/GROUND WEEDS/MOW	26,831.99	261,750.86	201,322.36
MC/AQUATIC WEEDS	809.43	162,046.01	371,520.62
MC/STRUCTURES/CLEANING	2,248.09	33,942.04	43,949.87
MC/STRUCTURES/CONST	3,397.71	57,174.93	12,560.23
MC/STRUCTURES/GRAVEL PACK	19,454.58	48,111.75	23,696.32
MC/STRUCTURES/GROUT	0.00	134.84	0.00
MC/STRUCTURES/REPAIR	589.22	53,855.78	7,929.53
MC/WATER MEASUREMENT	3,375.79	9,310.60	27,080.50
MC/SCADA/O & M	738.62	9,438.95	23,550.14
MC/AUTOMATED STRUC/REPAIR	2,511.86	61,803.98	61,557.24
MC/ROADS/CONST	64.08	506.98	295.40
MC/ROADS/BRIDGES,CATTLE GUARDS	4,261.85	32,448.98	800.53

STATEMENT OF INCOME EXPENSE  
Roza Irrigation District  
For the Ten PERIODS ENDING October 31, 2022

	CURRENT PERIOD	2022 YTD	2021 YTD
MC/ROADS/REPAIR	38,868.47	298,226.17	82,341.17
MC/WASTEWAYS/BURN	0.00	4,176.66	2,220.53
MC/WASTEWAYS/CLEAN	0.00	1,108.79	4,433.38
MC/WASTEWAYS/REPAIR	0.00	4,701.79	24,574.75
MC/WASTEWAYS/SPRAY	0.00	386.80	0.00
MC/SIPHON & TUNNELS/CLEAN	3,504.30	16,976.67	943.03
MC/SIPHONS & TUNNELS/REPAIR	1,134.34	21,942.28	6,224.35
MC/UNDERSHOTS/CLEAN	0.00	21,735.90	19,034.22
MC/UNDERSHOTS/REPAIR	0.00	0.00	770.42
TOTAL MAIN CANALS	<u>145,579.51</u>	<u>1,812,768.97</u>	<u>1,709,391.30</u>
LATERAL/PIPED/CONST	10,475.40	10,585.20	305.05
LATERAL/PIPED/REPAIR	796.45	36,111.91	59,287.54
LATERAL/PIPED/LOCATING	263.05	865.25	1,448.45
LATERAL/OPEN/BURNING	0.00	24,838.70	27,447.99
LATERAL/OPEN/CLEAN	335.50	55,282.06	36,407.65
LATERAL/OPEN/CORING	0.00	367.92	1,804.65
LATERAL/OPEN/REPAIR	188.36	20,920.08	2,991.23
LATERAL/GROUND WEEDS/SPRAY	991.24	6,820.01	9,468.87
LATERAL/GROUND WEEDS/PULL	0.00	8,813.49	11,878.06
LATERAL/GROUND WEEDS/MOW	11,901.10	81,028.88	63,307.12
ECS/REPAIR	18,745.79	218,602.90	227,378.95
ECS/LOCATE	85.40	1,176.40	1,890.73
LATERAL/AQUATIC WEEDS	0.00	7,964.60	12,774.39
LATERAL/STRUCTURES/CONST	0.00	4,339.31	625.27
LATERAL/STRUCTURES/GROUT	886.79	1,216.23	0.00
LATERAL/STRUCTURES/REPAIR	1,408.25	8,385.51	2,531.43
FLOWMETER/CONST	0.00	13.25	63.52
FLOWMETER/REPAIR	0.00	27,224.45	56,213.35
LATERAL/ROADS/REPAIR	0.00	0.00	699.60
LATERAL/WASTEWAYS/CLEAN	0.00	23.10	0.00
LATERAL/WASTEWAYS/REPAIR	0.00	0.00	528.92
TOTAL LATERALS	<u>46,077.33</u>	<u>514,579.25</u>	<u>517,052.77</u>
DRAINS/OPEN,TOE/BURN	0.00	3,227.44	1,395.80
DRAINS/OPEN,TOE/CLEAN	1,137.44	2,352.37	2,376.70
DRAINS/OPEN,TOE/CONST	412.21	412.21	0.00
DRAINS/OPEN,TOE/REPAIR	0.00	980.66	169.75
DRAINS/OPEN,TOE/SPRAY	0.00	0.00	25.30
DRAINS/OPEN,TOE/PULL	0.00	693.48	370.80
DRAINS/OPEN,TOE/MOW	0.00	1,378.44	3,070.42
DRAINS/OPEN,OUTLET/BURN	0.00	3,456.09	1,682.35
DRAINS/OPEN,OUTLET/CLEAN	1,286.16	12,821.95	2,613.17
DRAINS/OPEN,OUTLET/REPAIR	0.00	1,253.52	4,192.14
DRAINS/OPEN,OUTLET/SPRAY	0.00	0.00	1,593.59
DRAINS/OPEN,OUTLET/PULL	0.00	443.80	179.93
DRAINS/OPEN,OUTLET/MOW	0.00	2,461.28	2,212.11

STATEMENT OF INCOME EXPENSE  
Roza Irrigation District  
For the Ten PERIODS ENDING October 31, 2022

	CURRENT PERIOD	2022 YTD	2021 YTD
DRAINS/UNDERSHOTS/CLEAN	163.95	163.95	49.57
DRAINS/OPEN,PICKUP/REPAIR	0.00	0.00	3.52
DRAINS/OPEN,PICKUP/MOW	0.00	0.00	254.08
ROZA MAINT/DID #11/CLEAN	0.00	0.00	17,510.47
ROZA MAINT/DID #11/CONST	0.00	0.00	1,057.38
ROZA MAINT/DID #11/REPAIR	0.00	10.45	49.50
ROZA MAINT/DID #11/SPRAY	0.00	0.00	59.86
ROZA MAINT/DID #11/MOW & CUT	0.00	1,396.54	0.00
JOINT DRAINS/SVID	28,598.66	282,438.27	220,251.64
DRAINS/DID #11	99.01	39,379.05	40,762.28
DRAINS/PIPED,TOE/CONST	0.00	349.13	425.04
DRAINS/PIPED,TOE/REPAIR	253.11	1,983.93	9,388.03
DRAINS/PIPED,OUTLET/REPAIR	0.00	3,372.59	275.96
TOTAL DRAINS	<u>31,950.54</u>	<u>358,575.15</u>	<u>309,969.39</u>
PUMP PLANT/PUMP	12,496.39	157,395.72	134,395.60
PUMP PLANT/MOTOR	161.70	110,094.52	48,737.96
PUMP PLANT/CONTROLS	2,548.29	45,185.37	83,674.45
PUMP PLANT/STRUCTURES	0.00	8,993.95	5,231.62
PUMP PLANT/PIPE & VALVES	23,429.79	35,838.77	4,195.16
PUMP MAINT SHOP	26.75	637.93	530.54
PUMP PLANT/SCREENS O & M	1,394.58	8,909.41	14,200.47
PUMP PLANT/ELECTRICAL STRUCTURES	0.00	0.00	18,959.83
PUMPS/SILT REMOVAL	0.00	6,503.97	0.00
FLOATING PUMP PLANT/STUDY	4,275.00	81,982.97	630,248.66
P3 UPGRADE	72.60	72.60	0.00
P5 UPGRADE	0.00	305.49	0.00
P14 UPGRADE	10,448.33	58,930.24	145,643.65
P15 UPGRADE	0.00	0.00	5,790.55
P16 UPGRADE	15,213.56	159,390.99	74,612.86
TOTAL PUMPS	<u>70,066.99</u>	<u>674,241.93</u>	<u>1,166,221.35</u>
SAFETY	1,438.48	35,686.08	30,825.83
DRUG TESTING	717.23	2,762.84	1,679.72
PORTA POTTY'S	352.54	5,183.87	5,422.07
TOTAL SAFETY/DRUG TESTING	<u>2,508.25</u>	<u>43,632.79</u>	<u>37,927.62</u>
20-21 PRESSURE PROJECT	0.00	0.00	531,510.53
21-22 PRESSURE PROJECT	278.18	95,296.39	184,799.97
22-23 PRESSURE PROJECT	40,736.68	1,377,013.77	0.00
TOTAL PRESSURE PROJECTS	<u>41,014.86</u>	<u>1,472,310.16</u>	<u>716,310.50</u>
REIMB/Private INDIV	291.76	15,110.71	132,098.71
TOTAL REIMBURSABLES	<u>291.76</u>	<u>15,110.71</u>	<u>132,098.71</u>
EQUIPMENT EXPENSE	3,989.99	(4,707.62)	(147,385.41)
EQUIPMENT EXPENSE/MISC	427.95	12,856.55	24,306.71

STATEMENT OF INCOME EXPENSE  
Roza Irrigation District  
For the Ten PERIODS ENDING October 31, 2022

	CURRENT PERIOD	2022 YTD	2021 YTD
EQUIPMENT EXPENSE/TOOLS	0.00	13,182.81	27,726.70
STOREHOUSE EXPENSE	14,000.78	125,505.73	115,621.29
SHOP EXPENSE	1,240.44	36,595.21	39,512.84
YARD BUILDING EXPENSE	3,099.04	3,709.95	1,318.32
OFFICE BUILDING EXPENSE	236.18	3,958.99	6,777.59
SHOP BUILDING EXPENSE	0.00	353.68	841.05
WAREHOUSE BUILDING EXPENSE	0.00	301.93	1,584.26
SHOP ROOF EXPENSE/INSTALL	0.00	54.90	0.00
GROUNDS EXPENSE	2,874.17	48,500.31	28,347.30
DISTRICT HOUSES/MISC	1,323.40	1,458.14	261.61
DISTRICT HOUSE/WW3	36.90	36.90	2,372.76
DISTRICT HOUSE/P13W	0.00	12.65	259.43
DISTRICT HOUSE/P14W	0.00	1,094.35	0.00
SHOW UP TIME	61.00	126.58	0.00
UTILITIES/SHOP & WAREHOUSE	431.15	4,299.75	3,436.24
UTILITIES/GATES & WASTEWAY	88.14	690.57	610.89
WW6 REREG/O & M	0.00	44,299.73	3,766.32
WW7 REREG/O & M	0.00	3,580.20	3,051.29
WW5 REREG/O&M	3.85	75,070.10	66,214.89
TOTAL EQUIPMENT/BUILDINGS	<u>27,812.99</u>	<u>370,981.41</u>	<u>178,624.08</u>
WATER MANAGEMENT	84,754.03	672,430.49	667,685.80
TOTAL WATER MANAGEMENT	<u>84,754.03</u>	<u>672,430.49</u>	<u>667,685.80</u>
CONTRACT/USBR/STORAGE	0.00	642,000.00	718,000.00
CONTRACT/USBR/RESERVED WORK	0.00	349,000.00	349,000.00
CONTRACT/USBR/POWER	0.00	1,113,350.00	886,691.44
TOTAL USBR CONTRACTS	<u>0.00</u>	<u>2,104,350.00</u>	<u>1,953,691.44</u>
ADMIN & GENERAL SALARIES*	77,092.48	775,578.46	764,433.31
DIRECTOR'S FEES	1,536.00	9,984.00	6,656.00
ENGINEERING MATERIALS	475.00	7,076.79	2,978.43
COMPUTER EXPENSE	0.00	4,779.95	8,178.31
COMPUTER PROGRAMS	0.00	2,199.00	3,278.28
COMPUTER MAINTENANCE	199.00	21,594.01	4,437.99
HEALTH & SAFETY COORD	5,179.21	53,351.37	50,038.00
ANNUAL LEAVE/UNION	20,948.88	131,230.80	141,531.61
SICK LEAVE/UNION	29,874.68	114,362.04	166,125.08
HOLIDAY/UNION	0.00	54,494.94	62,484.20
KEPT ON SALARY/UNION	0.00	2,196.00	549.48
JURY DUTY/UNION	0.00	0.00	696.72
ADMINISTRATIVE LEAVE/UNION	0.00	8,297.90	21,477.12
SOCIAL SECURITY & MED TAXES	24,732.44	245,360.68	254,165.05
TAXES/UNEMPLOYMENT/UNION	4,800.00	13,269.57	2,050.29
INDUSTRIAL INSURANCE	9,095.53	91,159.07	99,804.05
GROUP INSURANCE/UNION	32,673.64	327,678.14	316,058.68
STATE RETIREMENT	30,611.04	321,762.61	372,140.17

STATEMENT OF INCOME EXPENSE  
Roza Irrigation District  
For the Ten PERIODS ENDING October 31, 2022

	CURRENT PERIOD	2022 YTD	2021 YTD
WA. PAID LEAVE	463.12	5,087.28	4,676.04
ANNUAL LEAVE/NON-UNION	6,129.45	91,433.30	116,522.81
SICK LEAVE/NON-UNION	1,788.93	19,622.61	81,461.21
HOLIDAY/NON-UNION	0.00	25,987.70	28,030.60
JURY DUTY/NON-UNION	0.00	243.20	138.42
ADMINISTRATIVE LEAVE/NON-UNION	0.00	0.00	821.10
GROUP INS/NON-UNION	14,256.66	140,711.64	143,788.78
TRAVEL & MILEAGE/ADMIN & SUPV	7,065.38	97,236.28	107,273.56
TRAVEL & MILEAGE/DIRECTOR	276.26	3,270.10	1,217.74
TOTAL ADMIN & GENERAL EXPENSES	<u>267,197.70</u>	<u>2,567,967.44</u>	<u>2,761,013.03</u>
ACCOUNTING & LEGAL SERVICES	0.00	12,176.00	3,267.00
LEGAL	0.00	44,465.41	33,712.78
LEGAL/WATER RIGHTS	0.00	81,875.00	79,875.00
TOTAL LEGAL EXPENSES	<u>0.00</u>	<u>138,516.41</u>	<u>116,854.78</u>
INSURANCE/PROPERTY	2,558.45	25,584.50	20,454.60
INSURANCE/INJURY & DAMAGES	22,346.37	223,777.42	207,630.09
INSURANCE/DIRECTORS & OFFICERS	1,461.97	14,619.70	11,688.30
INSURANCE/OTHER	833.33	8,578.30	8,623.30
TOTAL INSURANCE EXPENSES	<u>27,200.12</u>	<u>272,559.92</u>	<u>248,396.29</u>
PHONE/877-3880	135.05	1,333.57	1,332.29
PHONE/973-2441	143.00	1,429.98	1,414.67
CELLULAR PHONES	3,611.10	37,515.02	34,316.22
TOTAL PHONE EXPENSES	<u>3,889.15</u>	<u>40,278.57</u>	<u>37,063.18</u>
A/P DISCOUNTS	(277.82)	(3,310.73)	(3,829.27)
GIS	161.49	2,048.51	2,059.47
MISC. TAXES	98.37	923.01	354.33
UTILITIES/OFFICE	1,049.64	7,483.89	6,651.58
ROZA-SVID BOJC	0.00	338,166.00	399,683.00
OFFICE EQUIPMENT	0.00	6,422.94	4,796.51
OFFICE EXPENSE	4,735.61	32,817.73	34,729.79
PUBLISHING	1,320.14	4,249.24	2,623.22
DUES & SUBSCRIPTIONS	135.00	39,890.64	37,690.75
TOTAL MISCELLANEOUS EXPENSES	<u>7,222.43</u>	<u>428,691.23</u>	<u>484,759.38</u>
DEPRECIATION/EQUIPMENT	24,109.20	241,092.00	267,269.86
DEPRECIATION/ECS	59,520.96	595,209.59	559,485.12
DEPRECIATION/WW5 REREG	51,486.13	514,861.29	514,861.30
TOTAL DEPRECIATION	<u>135,116.29</u>	<u>1,351,162.88</u>	<u>1,341,616.28</u>
TOTAL OF ALL EXPENSES	890,681.95	12,838,157.31	12,378,675.90

STATEMENT OF INCOME EXPENSE  
Roza Irrigation District  
For the Ten PERIODS ENDING October 31, 2022

	CURRENT PERIOD	2022 YTD	2021 YTD
NET INCOME (LOSS)	(787,079.21)	2,058,780.50	2,864,940.55

Ranges: From: To: From: To:  
 Check Number First Last Check Date 11/1/2022 11/30/2022  
 Vendor ID First Last Checkbook ID PRE-PAIDS PRE-PAIDS  
 Vendor Name First Last

Sorted By: Check Number

\* Voided Checks

Check Number	Vendor Check Name	Check Date	Amount
10-22	DEPARTMENT OF REVENUE	11/21/2022	\$753.86
11-2022	DEPARTMENT OF REVENUE	11/10/2022	\$25.03
11-22	U.S. BANK	11/17/2022	\$5,768.64
22-31	U.S. BANK/E.F.T.P.S.	11/10/2022	\$36,429.42
22-32	U.S. BANK/E.F.T.P.S.	11/22/2022	\$125.73
22-33	U.S. BANK/E.F.T.P.S.	11/23/2022	\$39,612.40
35-22	ROZA PAYROLL PAYABLE <i>Scheher Pay-out</i>	11/1/2022	\$19,248.97
36-22	ROZA PAYROLL PAYABLE <i># 29638-29639</i>	11/10/2022	\$106,895.08
37-22	ROZA PAYROLL PAYABLE <i>DD Weron Pay-out</i>	11/22/2022	\$480.39
38-22	ROZA PAYROLL PAYABLE <i># 29640-29641</i>	11/23/2022	\$108,584.58
67879	CENTURYLINK	11/7/2022	\$5.42
67880	U.S. CELLULAR	11/7/2022	\$78.47
67881	BRANDCRAFT MEDIA, LLC	11/7/2022	\$199.00
67882	SEVEN SIGNS	11/8/2022	\$583.20
67941	ROZA EMPLOYEE BENEFIT FUND	11/10/2022	\$88.00
67942	DEPARTMENT OF RETIREMENT	11/10/2022	\$1,786.00
67943	NOE GUZMAN/C&C JANITORIAL	11/10/2022	\$385.00
67944	PAPE MACHINERY	11/10/2022	\$1,808.09
67945	NW LABORERS TRUST FUND	11/10/2022	\$13,013.00
67946	CO-ENERGY	11/10/2022	\$19,213.60
67947	DEPARTMENT OF RETIREMENT	11/10/2022	\$51,561.23
67948	AT&T MOBILITY	11/14/2022	\$154.65
67949	YAKIMA COUNTY G.I.S.	11/14/2022	\$161.49
67950	SHANNON & WILSON, INC.	11/14/2022	\$274.50
67951	SYMETRA LIFE INSURANCE CO.	11/14/2022	\$462.90
67952	MEYER, FLUEGGE & TENNEY, INC.	11/14/2022	\$1,334.00
67953	YAKIMA HERALD-REPUBLIC	11/14/2022	\$2,020.72
67954	RETTIG FORGETTE ILLER BOWERS,	11/14/2022	\$4,102.22
67955	NW LABORERS TRUST FUND	11/14/2022	\$37,050.00
67956	PACIFIC POWER & LIGHT CO.	11/16/2022	\$138.88
67957	CENTURYLINK	11/16/2022	\$154.47
67958	TIMOTHY KING	11/16/2022	\$322.36
67959	CASCADE NATURAL GAS CO.	11/16/2022	\$417.10
67960	RH2 ENGINEERING	11/16/2022	\$1,010.65
67961	McCLATCHY COMPANY, LLC	11/16/2022	\$1,368.88
67962	CASCADIA LAW GROUP	11/16/2022	\$5,590.00
67963	YAKIMA WASTE SYSTEMS, INC.	11/16/2022	\$103.66
67964	WASHINGTON STATE WATER RESOURC	11/16/2022	\$4,500.00
67965	QUILL CORPORATION	11/18/2022	\$485.61
* 67966	WASHINGTON STATE WATER RESOURC	11/21/2022	\$1,000.00
67967	U.S. CELLULAR	11/21/2022	\$4,184.59
67968	MCMASTER-CARR SUPPLY CO.	11/21/2022	\$651.28
67969	CENTURYLINK	11/22/2022	\$65.31
67970	CO-ENERGY	11/22/2022	\$19,416.50
67971	NOE GUZMAN/C&C JANITORIAL	11/24/2022	\$385.00
67972	ROZA EMPLOYEE BENEFIT FUND	11/23/2022	\$90.00
67973	DEPARTMENT OF RETIREMENT	11/23/2022	\$1,536.00
67974	AFLAC	11/23/2022	\$382.20
67975	LABORER'S LOCAL UNION 348	11/23/2022	\$2,145.00
67976	COLEMAN OIL	11/23/2022	\$1,743.14
67977	CRYSTAL SPRINGS	11/28/2022	\$78.01
67978	SETH WERON	11/30/2022	\$118.00

Total Checks: 82

Total Amount of Checks: \$497,092.23

\* VOIDED

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 1000.00  
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 # 497,092.23



To: Board of Directors  
From: Scott Revell, District Manager  
Date: December 6, 2022  
Re: 2022 Miscellaneous Bills

**Attachment**

1. List of Miscellaneous Bills for 2022

**Background**

There are five miscellaneous bills for work completed by Roza for landowners in 2022, which total \$517.76 and include interest.

The bills were submitted to the landowners in January 2022, and concerned installation of two weirs boxes, an air vent repair, an outstanding late charge and two non-sufficient funds fees from banks.

If approved, the miscellaneous bill will be added to the 2023 assessment for the affected properties.

**Recommended Motion**

I move adoption of the consent agenda.


MISCELLANEOUS BILLS  
December 6, 2022

<u>DATE BILLED</u>	<u>NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
December 1, 2021	Darknite Holdings	NSF Fees	\$ 21.85
		<b>Owing</b>	<b>\$ 21.85</b>
January 21, 2022	Matthew Voelker	NSF Fees	\$ 21.85
		<b>Owing</b>	<b>\$ 21.85</b>
February 9, 2022	Wilson Real Estate	Install 2 Wier Boxes	\$ 10,177.10
		Interest Billed	\$ 152.66
		Paid 5-2-22	\$ (10,177.10)
		<b>Owing</b>	<b>\$ 152.66</b>
June 20, 2022	Ryan Carlson	NSF Fees	\$ 21.85
		<b>Owing</b>	<b>\$ 21.85</b>
			<hr/>
		Total Base Amount	\$ 10,242.65
		Interest added	\$ 152.66
		Payments	<u>\$ (10,177.10)</u>
		<b>Balance Owing</b>	<b>\$ 218.21</b>

# Item #2

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To: Board of Directors  
From: Scott Revell, District Manager   
Date: December 6, 2022  
Re: Equalization of the 2023 Assessment Roll

**Background**

The 2023 assessment roll is in the District office and is available for the inspection of all persons interested. The Board is required to equalize the roll under RCW 87.03.255 as described below.

Notice of the equalization was issued pursuant to RCW 87.03.250 in the Yakima Herald and the Tri City Herald.

Equalization pertains to the irrigable acres being assessed rather than the amount assessed. Land owners who believe that the assessment roll is in error can present evidence to the Board.

***RCW 87.03.255 Equalization of assessments.*** Upon the day specified in the notice required by RCW 87.03.250 for the meeting, the board of directors, which is hereby constituted a board of equalization for that purpose, shall meet and continue in session from day to day as long as may be necessary, not to exceed ten days, exclusive of Sundays, to hear and determine such objections to the said assessment roll as may come before them; and the board may change the same as may be just. The secretary of the board shall be present during its session, and note all changes made at said hearing; and on or before the 30th day of October in each year to and including the year 1923, and on or before the 15th day of January beginning with the year 1925 and each year thereafter he or she shall have the assessment roll completed as finally equalized by the board.

**Recommended Motion**

I move adoption of Resolution No. 1-2022.

A RESOLUTION

No. 1-2022

WHEREAS, due and legal notice for hearing of the Equalization for the Roza Irrigation District Toll and Charge Roll for the lands situate in Yakima County and Benton County, Washington has been given for the time provided by law, and;

WHEREAS, no objections to said Toll and Charge Roll have been made to the Board, sitting as Board of Equalization and no objections have been filed with the Secretary of said District by any person or party.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the said Toll and Charge Roll, for the year 2023, as prepared by the Secretary of said District and presented to said Board, sitting as a Board of Equalization, is hereby adopted and equalized.

DATED this 6<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VICE-PRESIDENT

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
DIRECTOR

(SEAL)

ATTEST:

\_\_\_\_\_  
SECRETARY

# Item #3

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To: Board of Directors  
From: Scott Revell, District Manager  
Date: December 6, 2022  
Re: Liability Insurance Overview

### **Attachments**

1. Email from Richard Romm (VP HUB International) dated 11/16/22
2. 2023 Insurance Invoice from CIAW

### **Background**

Liability insurance for the District's properties and operations. Total expenses for insurance in 2023 is projected to increase \$89,411 to \$527,992, which does not include the broker fee to HUB, International which remains unchanged at \$10,000.

Rich Romm, Vice President at HUB International will be present the Board meeting to discussed the attached information.

The District's policy includes \$10M in coverage plus \$10M (in two \$5M blocks) in additional coverage called "excess coverage" (e.g. in excess of the baseline). The premium for the "excess" coverage has been increasing significantly. Insurance premiums continue to increase, particularly for the last \$5M in liability coverage that is in excess of the \$10M base coverage.

The additional \$10M of excess insurance coverage had gone from roughly \$7,500 ten years ago to over \$62,000 in 2022. Insurance premiums are being driven upward by the number of claims reaching the excess coverage layer, large judgments awarded by juries, and higher settlements as a result, and defense of COVID claims.

The District's deductible is \$10,000. Two full deductibles were paid in 2019 and none in 2020-2021. The District has examined increasing the deductible to \$25,000, \$50,000 and \$100,000 in order to reduce premiums. The premium reductions are detailed in attachment 1.

Claim payouts typically range between \$6,000 to \$12,000.

Annual premium increases in recent years have been:

- 2018-19 premium increase +3.5%
- 2017-18 premium increase +5.39%
- 2016-17 premium increase +2%
- 2015-16 premium decrease -.26%

The District's insurance broker shops the coverage package with other carriers annually. The District is in the Cities Insurance of Washington Pool, which allows water districts and sewer districts to join. School districts are in a separate pool for risk rating, because they have different risk profiles.

Insurance expenses can vary during the year because when new vehicles and equipment are added to the fleet the insurance for them is added to the policy and when old ones are sold the district gets a small credit.

Insurance follows the vehicle no matter who is operating it.

## Revell, Scott

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**From:** Romm, Richard <Richard.Romm@hubinternational.com>  
**Sent:** Wednesday, November 16, 2022 11:25 AM  
**To:** Revell, Scott  
**Subject:** narrative

Every year we do a "soft" marketing effort, even when we don't have a notice letter in. "Soft" means we provide available markets with our current information (property schedules, vehicle list, equipment, employee numbers, revenue estimates), if the risk falls within their current appetite, they respond with a "non-binding indication", basically, this is a way to get a ballpark idea if it is worth making you fill out all the applications, financials, etc., to get a formal proposal in the future. Assuming this indication is favorable, we use that information to leverage consideration from our current carrier. Through this effort, we also determine if it is prudent to file a notice letter to the program. This year we had one market, WaterPlus, respond with interest. Their indication had 25K and 50K deductibles, maximum of 16M Excess coverage, claims assistance by fee, no loss control or education services. Pricing was very competitive as one would expect with higher deductibles and lower limits. We will pursue a formal proposal next year if you think it is a valid option.

Every 3-4 years depending on market conditions, we go through an intensive marketing effort which involves reaching out to all preferred carriers and specialty lines carriers looking to gauge interest and procure formal proposals. In the current marketplace, qualified, interested carriers are rare. The limits we need to operate successfully in this state, combined with the settlements that are being handed down by jury decisions, have really had an effect on our being able to convince insurance companies to indemnify public entities and especially water/irrigation districts, due to the catastrophic loss potential. We have no problem finding carriers that will offer 1M/2M limits, none that will match the 20M we now have.

Due to recent natural disasters, wildfire, and a shrinking of the property market, property rates are on the rise as Re-insurers try to stop the bleeding. Excess Liability is also going crazy (premiums up, limits down) due record-setting judgements, liberal court decisions, and social media impact to reputation and public opinion.

When one considers the state of affairs in the insurance world, having a program owned by its members is a very favorable option. We enjoy hands-off claims service, great loss control and educational services, broad coverage and limits that are just not affordable/available elsewhere.

I obtained deductible options for consideration. You can see below the premium savings by going to a higher deductible on the GL and Wrongful Acts coverages. In my opinion, there is just not enough bang for the buck risk-wise. Heaven forbid that we have more than one claim over these proposed deductibles, but if the board is feeling lucky, we can save some cost.

General Liability Annualized Deductible Options	
Deductible Option	Savings
\$25,000	\$6,298
\$50,000	\$20,992
Wrongful Acts Annualized Deductible Options	
Deductible Option	Savings
\$25,000	\$3,187
\$50,000	\$10,624

As we discussed, I recommend we submit a notice letter according to the requirement as we are scheduled for a broad marketing effort on the next renewal. Let me know if you have any questions.

Best regards,  
Rich



Risk & Insurance | Employee Benefits | Retirement & Private Wealth  
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**Rich Romm**

Vice President Commercial Lines  
HUB International Northwest LLC  
Moses Lake, Yakima, Spokane

**Cell:** 509-707-3540

**Office:** 509-764-2950

**Toll free:** 800-366-1009

[Richard.romm@hubinternational.com](mailto:Richard.romm@hubinternational.com)

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451 Diamond Drive | Ephrata, WA 98823

**Cities Insurance Association of Washington**  
 451 Diamond Drive  
 Ephrata, WA 98823

Invoice Number: 2022-34757-0752-3  
 Invoice Date: 11/15/2022

Roza Irrigation District  
 PO Box 810  
 Sunnyside, WA 98944

Coverage Information	
Covered Member:	Roza Irrigation District
Coverage Number:	CIAW222334757
Coverage Period:	12/01/2022 - 12/01/2023
Transaction Description:	2022-2023 CIAW Renewal
Transaction Effective Date:	12/01/2022
Premium Information	
Line of Coverage:	Premium:
Property	\$58,143.01
Equipment Breakdown	\$9,073.25
Auto Physical Damage	\$18,513.47
General Liability	\$270,590.31
Cyber Liability	\$10,000.00
Wrongful Acts	\$95,613.03
Auto Liability	\$51,436.45
Underinsured Motorist	\$11,864.61
Crime	\$2,758.32
<b>Total Premium:</b>	<b>\$527,992.45</b>

Premium is due and payable 30 days from receipt. Please note that if payment is not received, CIAW shall have the right to cancel coverage. Notice of cancellation shall be no less than 60 days. Overdue invoices are subject to a 2% late charge. CIAW is direct bill.

CIAW Program Underwriter:  
 Stacy Lyon  
 800.407.2027 ext. 4077  
 slyon@chooseclear.com

# Item #4

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To: Board of Directors  
From: Scott Revell, District Manager *Scott*  
Date: December 6, 2022  
Re: Terrace Heights Irrigation District Billings

**Attachments**

1. Roza Invoices #1657 & #1760 to THID
2. THID piping work authorization (w/ cost estimate)

**Background**

The District issued bills to THID this year for the following:

1. Installation of a canal liner in the Terrace Heights canal for \$11,557.07;
2. A piping project to relocate an old cement THID line which leaked and required repair nearly continually for \$134,680.15.

The written cost estimate by Roza staff for the pipeline repair for the “long version”, which had 1,000+ feet of additional pipe and took a few days longer to install, was just under \$96,000. The final total was over \$134,000 primarily due to complications with boring under roads which took longer than expected, and equipment usage was more than initially expected.

Roza operates the THID canal under a 1940 agreement between Roza, THID and the U.S. Bureau of Reclamation. The provisions of that agreement are less than clear at best.

The THID Board has requested that the 15% administration fee be removed from the two bills. Roza typically includes a 15% administrative fee on repair work done when a grower damages the Roza system, commonly known as “6005 jobs” due to the cost accounting code being #6005, in order to cover Roza’s administrative costs incurred for a project.

The District incurs administrative overhead expenses to order, schedule, execute, account and billing. The work in question also reduces the operational impacts to the Roza staff incrementally, which theoretically could offset the administrative impacts. Roza has already paid sales tax of \$111.66 & \$1,301.26 to the state on the amounts billed.

Inv# 1657

Terrace Heights Irrigation District  
Attn: John Barnes, Board President  
P.O. Box 5  
Moxee, WA 98936

STATEMENT DUE AND PAYABLE WITHIN  
30 DAYS AFTER BILLING DATE. 1 1/2% PER  
MONTH CHARGED ON PAST DUE ACCOUNTS.

8/11/2022

For:

Labor: \$ 40,539.69

Miles: 9194 \$ 10,218.62

Hours: 143.5 \$ 7,102.70

\$ 17,321.32

PV#1148, 8" pvc 45 g/xg, 4"  
gate valve \$ 1,251.61

HD  
Fowler#I5733125,I5754005,  
OVS #B132607, Yakima  
Solid  
Waste#3193440,LAD#SI003  
560, Bi-Rite#C28721,  
Blehy#695700/4#695713/4,  
Irrigation Specialist#3256031-  
01,  
\$ 49,325.50  
\$ 50,577.11

Subtotal: \$ 108,438.12

Administration, supervision, clerical &  
warehouse expenses 15% of total billing  
16,265.72

Subtotal: \$ 124,703.84

8.0% Tax: \$ 9,976.31

**TOTAL AMOUNT DUE: \$ 134,680.15**

IhV #1760



Terrace Heights Irrigation District  
Attn: John Barnes, Board President  
P.O. Box 5  
Moxee, WA 98936

**STATEMENT DUE AND PAYABLE WITHIN  
30 DAYS AFTER BILLING DATE. 1 1/2% PER  
MONTH CHARGED ON PAST DUE ACCOUNTS.**

9/15/2022

**For: Huesker install**

Labor:		\$ 4,230.41
Miles:	980	\$ 1,041.30
Hours:	9	\$ 396.00
		<u>\$ 1,437.30</u>

PV#1164, 1/2 half roll of hueskers	\$ 3,637.50
	<u>\$ 3,637.50</u>

Subtotal:	\$ 9,305.21
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Administration, supervision, clerical & warehouse expenses 15% of total billing	<u>1,395.78</u>
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Subtotal:	\$ 10,700.99
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8.0% Tax:	<u>\$ 856.08</u>
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<b>TOTAL AMOUNT DUE:</b>	<b><u>\$ 11,557.07</u></b>
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**ROZA IRRIGATION DISTRICT**

**“WORK AUTHORIZATION AGREEMENT”**

Name: Terrace Heights Irrigation District  
Address: P.O. Box 5  
Moxee, WA 98936

Date: March 18, 2021

**I hereby request the Roza Irrigation District to perform the following work at my expense:**

**Nature of Job**

Replace the existing concrete pipeline between delivery 10 and delivery 11 on the Terrace Heights pump lateral (see attached drawing) with a new PVC pipeline rerouted as approved by the Terrace Heights Irrigation District Board of Directors. The materials needed include 2,900 ft of 8 inch PVC pipe, elbows, tees, air releases. Other expenses include cost of boring under Terrace Heights Drive. Estimated project cost is \$96,000, but could more or less depending on subsurface conditions and/or other unforeseen circumstances.

**Location of Job**

Terrace Heights Pump Lateral

**Reason**

Terrace Heights Irrigation District has requested replacement of the existing pipeline due to ongoing maintenance costs related to deterioration of the pipe and gaskets.

*I further agree to pay the District within 30 days of billing for all materials, supplies, accessories, labor, overhead and other costs related to the above-described scope of work and materials. There will be a 2-hour minimum charged on labor and equipment.*

*I understand that if the bill or any portion thereof remains unpaid after 30 days from demand for payment, then such unpaid balance shall accrue and accumulate interest at the rate of 1.5% per month, or the maximum legal rate of interest allowable by law, whichever is greater. If collection proceedings must be instituted, either through administrative action, litigation or otherwise, then I shall pay for the District's attorney fees for such collection, together with costs of collection and accrued interest.*

**Roza Irrigation District:**

**Terrace Heights Irrigation District:**

**Date:**

By: R Wayne Lavinich

[Signature]

3-18-2021

Title: Engineering Manager

Pres.

Short Version

Number of days 8  
Mileage round trip 68

Item

Materials	Number	Unit cost	Total
8" pipe	1860	6.81	12,666.60
Parts	1	5,000.00	5,000.00
Tax		0.08	1,448.66
Subtotal			19,115.26

Labor

class 2	2	52.72	6,748.36
class 3	2	49.04	6,276.66
class 3	2	49.04	4,707.49
Subtotal			17,732.52

Equipment

314 Excavator	1	60.50	3,872.00
dump trucks	2	1.43	1,555.84
F-550	1	0.83	451.52
F-150	3	0.55	897.60
Subtotal			6,776.96

Subtotal		43,624.74
Borings		20,000.00
Subtotal		63,624.74
contingency 20%		12,724.95
Total		76,349.69

Long Version

Number of days 12.2  
Mileage round trip 68

Item

Materials	Number	Unit cost	Total
8" pipe	2900	6.81	19,749.00
Parts	1	5,000.00	5,000.00
Tax		0.08	2,029.42
Subtotal			26,778.42

Labor

class 2	2	52.72	10,291.26
class 3	2	49.04	9,571.91
class 3	2	49.04	7,845.82
Subtotal			27,708.99

Equipment


314 Excavator	1	60.50	5,904.80
dump trucks	2	1.43	2,372.66
F-550	1	0.83	688.57
F-150	3	0.55	1,368.84
Subtotal			10,334.86

Subtotal		64,822.27
Borings		15,000.00
Subtotal		79,822.27
contingency 20%		15,964.45
Total		95,786.72

# Item #6

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To: Board of Directors  
From: Scott Revell, District Manager   
Date: December 6, 2022  
Re: Kachess Dam Repair Repayment Authorization

**Attachments**

1. Repayment Contract #22SD102160

**Background**

The outlet works at Kachess Dam have been seeping and causing erosion for several years. Reclamation currently estimates that the repairs will cost upwards of \$37 million (\$1 million more than estimated in 2021). The repair work will begin in 2023 with the construction of an access road and upgraded power supply and construction staging areas. The work is expected to take roughly two years to complete. The dam was completed in 1912 by the U.S. Reclamation Service.

Roza's 21.65259% share is estimated to be \$1,117,598 million on the following schedule as listed in Exhibit B to Attachment 1:

September 1, 2023, \$368,807  
September 1, 2024 \$603,503  
September 1, 2025, \$ 73,761  
September 1, 2026 \$ 39,116  
September 1, 2027 \$ 32,411

The federal Safety of Dams Act requires that the irrigation beneficiaries in the affected project with which Reclamation has certain water contracts must pay 15% of the costs (15% of \$37 million is \$5.55 million). The irrigation managers met with USBR Regional Director on October 6 to discuss several repayment contracts issues. The agreement has been reviewed by the District's legal counsel.

**Recommended Motion**

I move to authorize the District Manager to execute repayment contract #22SD102160.

For Internal Use  
Reference Date: \_\_\_\_\_

Contract No.: 22SD102160  
Type: Pay-Go

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Yakima Project, Storage Division

CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
AND ROZA IRRIGATION DISTRICT FOR  
REPAYMENT OF SAFETY OF DAMS COSTS

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**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**YAKIMA PROJECT, STORAGE DIVISION**

**CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
AND ROZA IRRIGATION DISTRICT FOR  
REPAYMENT OF SAFETY OF DAMS COSTS**

1. **THIS REPAYMENT CONTRACT**, hereinafter referred to as the “Contract,” is made pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, including the Reclamation Safety of Dams Act of 1978 (Public Law 95-578; 43 U.S.C. § 506, et seq.), as amended; all of which are commonly referred to as the Federal Reclamation Laws, between the **UNITED STATES OF AMERICA**, hereinafter referred to as the “United States,” acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as “Reclamation,” and the **ROZA IRRIGATION DISTRICT**, hereinafter referred to as the “Contractor,” an irrigation district duly organized and existing under and by virtue of the laws of the State of Washington.

**WITNESSETH THAT:**

2. **EXPLANATORY RECITALS**

The following statements are made in explanation:

(a) **WHEREAS**, the United States completed construction of Kachess Dam in 1912 as a feature of the Storage Division, Yakima Project (Project); and

(b) **WHEREAS**, the Reclamation Safety of Dams Act of 1978 (Public Law 95-578; 43 U.S.C. § 506, et seq.), as amended, authorizes the Secretary of the Interior, through Reclamation, to perform Safety of Dams modifications; and

(c) **WHEREAS**, investigations and studies completed under Reclamation's Safety of Dams Program have confirmed that dam safety issues exist at Kachess Dam that contribute to the risk of failure, and Reclamation has concluded that the possibility of the failure modes and the associated potential loss of life, property damages, and loss of benefits requires that risk reduction actions be implemented at Kachess Dam; and

(d) **WHEREAS**, the Commissioner of Reclamation has approved certain work to make the dam safe while providing project benefits and protecting downstream property and lives; and

(e) **WHEREAS**, the need for Safety of Dams modifications at Kachess Dam results from new hydrologic or seismic data or changes in state-of-the-art criteria deemed necessary for safety purposes, and thus the Reclamation Safety of Dams Act of 1978 (Public Law 95-578; 43 U.S.C. §506, et seq.), as amended, and Reclamation policy provide that 15 percent of the costs incurred for the Safety of Dams modifications shall be allocated to authorized reimbursable purposes of the structure, and thus are reimbursable by the Irrigation and Municipal and Industrial water supply purposes users; and

(f) **WHEREAS**, the Contractor is a Project water user that benefits from the Project and is responsible for repayment of its proportionate share of the reimbursable cost of the corrective Safety of Dams Modifications; and

(g) **WHEREAS**, pursuant to the contract of July 22, 1953 (Contract No. 14-06-W-69), as such contract may have been supplemented and amended, the Contractor receives a supply of water from Project Storage Division facilities, which includes Kachess Dam, for Irrigation use.

Based on the amount of contracted Project water provided pursuant to the above-referenced contract, the Contractor's proportionate share of the Total Reimbursable Cost allocable to Irrigation water supply is determined to be 21.65259 percent; and

(h) **WHEREAS**, the Contractor desires and is willing to repay its proportionate share of the reimbursable cost for the modification of Kachess Dam as the construction work proceeds, and Reclamation is agreeable to such arrangements as provided hereinafter; and

(i) **WHEREAS**, Reclamation has met all environmental compliance requirements for the execution of this Contract through preparation and issuance of an Environmental Assessment and Finding of No Significant Impact, PN-FONSI 22-07, approved on September 9, 2022.

**NOW, THEREFORE**, in consideration of the mutual covenants and stipulations herein contained, it is mutually agreed by and between the parties hereto as follows:

3. **DEFINITIONS**

The following terms, whenever used in this Contract, shall have the following respective meanings:

(a) "Contracting Officer" means the Regional Director of the Columbia-Pacific Northwest Interior Region 9 of the United States Bureau of Reclamation, as the Federal official authorized to execute and administer this Contract on behalf of the United States in accordance with applicable Federal Reclamation Law, regulation, and policy.

(b) "Contractor's Repayment Obligation" means the Contractor's share of the Total Reimbursable Cost to correct the deficiencies at Kachess Dam.

(c) "Interest During Construction" or "IDC" means the amount of annual interest that accrues on Federal expenditures during the period of construction of the Safety of Dams Modifications.

- (d) "Irrigation Use" means the use of water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto.
- (e) "Municipal and Industrial Use" means the use of water for municipal, industrial, and miscellaneous other purposes not falling under the definition of Irrigation use or within another category of water use under an applicable Federal authority.
- (f) "Safety of Dams Act" means the Reclamation Safety of Dams Act of 1978 (Public Law 95-578; 43 U.S.C. § 506, *et seq.*), as amended by the Reclamation Safety of Dams Act Amendments of August 28, 1984 (Public Law 98-404), October 27, 2000 and several subsequent Acts, including (Public Law 106-377), December 3, 2004 (Public Law 107-117, Public Law 108-439), and December 18, 2015 (Public Law 114-113).
- (g) "Safety of Dams Modifications" means any work or modifications identified by Reclamation as necessary to correct safety deficiencies at Kachess Dam.
- (h) "Substantial Completion" means the point that Reclamation determines, in its sole discretion, that the Safety of Dams Modifications work is far enough along that the dam safety risk has been reduced to an acceptable level.
- (i) "Total Reimbursable Cost" means 15 percent of the actual total Safety of Dams Modifications cost to correct the deficiencies at Kachess Dam, as provided in the Safety of Dams Act and Reclamation policy.

#### 4. **CONTRACT TERM AND SCOPE**

- (a) This Contract shall become effective upon the date of signature of the last signatory party herein, and its provisions shall remain in effect until the Contractor has paid all amounts owed to the United States under this Contract.

(b) This Contract does not affect other contracts between the United States and the Contractor unless the terms of those other contracts are contrary to the terms of this Contract, in which case the terms of this Contract shall prevail. This Contract shall not be deemed a new or amended contract for the purposes of Section 203(a) of the Reclamation Reform Act of 1982 (96 Stat. 1263 to 1274).

5. **SAFETY OF DAMS MODIFICATIONS WORK TO BE PERFORMED**

(a) The United States will finance and perform all construction of the Safety of Dams Modifications work. The Safety of Dams Modifications work is anticipated to begin in calendar year 2023 and is estimated to be Substantially Complete in calendar year 2027. The Safety of Dams Modifications are projected to include the following work, described below, as may be further defined by the Contracting Officer:

- (1) Clearing and grubbing of trees in the construction project area.
- (2) Development of access roads and construction contractor use areas.
- (3) Upgrade electrical service to dam site.
- (4) Fabrication and delivery of pipes.
- (5) Excavation of foundation for outlet works conduit extension.
- (6) Construction of conduit extension.
- (7) Placement of a four-sided diaphragm filter around conduit extension.
- (8) Installation of concrete around the pipe downstream of the conduits.
- (9) Construction of a stability berm above the filter zone.
- (10) Installation of a drainage system and inspection well.

Should it appear necessary or desirable to the Contracting Officer either before or during construction, Safety of Dams Modifications work may be modified in design or location, work

may be eliminated, or other work may be added thereto, in keeping with the objectives of this Contract. The Contracting Officer will notify the Contractor, in advance, of any substantial change in modification requirements or work.

(b) The Contracting Officer shall determine and notify the Contractor in writing when the work as described in this article is Substantially Complete.

6. **COST OF MODIFICATIONS AND CONTRACTOR'S REPAYMENT OBLIGATION**

(a) The total estimated cost for Safety of Dams Modifications is thirty-seven million (\$37,000,000) dollars, of which fifteen percent (15%), or an estimated five million five hundred and fifty thousand dollars ( $\$5,550,000 = \$37,000,000 \times 0.15$ ) is the Total Reimbursable Cost.

(b) Based on economic benefit calculations performed by Reclamation ninety-three percent (93%) of the Total Reimbursable Cost is to be allocated to Irrigation water supply and is estimated to be five million one hundred sixty-one thousand and five hundred dollars ( $\$5,161,500 = \$5,550,000 \times 0.93$ ), hereinafter referred to as the "Allocated Reimbursable Cost to Irrigation Water Supply." Seven percent (7%) of the Total Reimbursable Cost is to be allocated to Municipal and Industrial water supply and is estimated to be three hundred eighty-eight thousand and five hundred dollars ( $\$388,500 = \$5,550,000 \times 0.07$ ), hereinafter referred to as the "Allocated Reimbursable Cost to Municipal and Industrial Water Supply."

(c) The Contractor's Repayment Obligation is the Contractor's proportionate share of the Allocated Reimbursable Cost to Irrigation Water Supply and shall be 21.65259 percent of the Allocated Reimbursable Cost to Irrigation Water Supply. Accordingly, the Contractor's Repayment Obligation is estimated to be one million one hundred seventeen thousand five

hundred ninety-eight dollars (\$1,117,598 = \$5,161,500 x 0.2165259). This obligation may be adjusted under the provisions of Article 7 and Article 9 of this Contract.

(d) The Contractor understands that the figures in sub-articles 6(a)-(c) above are estimates only and that the Contractor is responsible for its proportionate share of the actual cost of Safety of Dams Modifications. It is understood that the total costs of Safety of Dams Modifications may exceed the estimated costs due to circumstances encountered during the performance of the Safety of Dams Modifications. If this occurs, the Contractor is responsible for its proportionate share of the additional costs. Likewise, if the actual costs are less than the estimated costs, it is understood that the Contractor is only responsible for its proportionate share of the actual costs.

(e) The Contracting Officer, at his/her discretion, will make reasonable efforts to complete the Safety of Dams Modifications within the cost estimate in sub-article 6(a) above. If it becomes evident during the course of the Safety of Dams Modifications that the costs will exceed the estimate, the Contracting Officer will inform the Contractor of this conclusion in writing with documentation of the reason for the additional costs and an itemized summary of the costs incurred.

7. **IRRIGATION WATER SUPPLY ALLOCATION - REPAYMENT OF CONTRACTOR'S OBLIGATION**

(a) **Annual Payments During the Construction Period:**

(1) The Contractor agrees to make annual payments for the repayment of the Contractor's Repayment Obligation, without interest, in the same proportion to Reclamation's expenditure of Safety of Dams Program funds, beginning in the year that the Safety of Dams Modifications work is initiated through the year in which the Contracting Officer provides the Contractor with written notice of the Substantial Completion of the Safety of Dams

Modifications work. On or before **September 1** of each year during the construction period of the Safety of Dams Modifications work the Contractor shall pay to the United States its annual amount identified as due and payable on the schedule shown in Exhibit B. Exhibit B may be updated, as provided herein, from time to time without amendment of this Contract.

(2) After the execution of this Contract, the Contractor may request that any portion of a required annual payment(s), including the full amount(s), be postponed and added to the amount scheduled to become due in a subsequent or later year during the construction period: *Provided*, that such a request be made in writing to the Contracting Officer at least 180 days prior to the required annual payment becoming due: *Provided, further*, that unless and until the Contracting Officer grants written approval to the Contractor, as provided in sub-article 7(b), the Contractor shall make its annual payments as scheduled in Exhibit B.

(b) Postponement of Annual Payments – Approval and Conditions Required:

(1) After receipt of a written notice received from the Contractor in accordance with sub-article 7(a)(2) above and prior to Reclamation granting approval of such request, the Contracting Officer will complete a Contract Compliance Review of the Contractor in accordance with Reclamation Manual Directives and Standards, *Contract Compliance Reviews* (PEC 05-08). The purpose of the Contract Compliance Review for this Contract is to identify the Contractor's authorized irrigable area using Project water for Municipal and Industrial Use. Upon completion of the Contract Compliance Review, the Contracting Officer will determine the number of acres out of the Contractor's authorized irrigable area that are utilizing Project water for Municipal and Industrial Use and the proportion of acres in Municipal and Industrial Use to the total authorized irrigable acreage. The Contractor hereby acknowledges Reclamation's authority to conduct Contract Compliance Reviews in accordance with Reclamation Manual

Policy, *Water-Related Contracts and Charges – General Principles and Requirements* (PEC P05), and Reclamation Manual Directives and Standards, *Contract Compliance Reviews* (PEC 05-08).

(2) Determination of Proportion of Contractor Water Use Meeting the Definition of Municipal and Industrial Use: Based on the Contract Compliance Review provided for in sub-article 7(b)(1) and the Contracting Officer's determination of the proportion of Municipal and Industrial water use, if any, a proportionate part of the total amount of the Contractor's required annual payment(s) requested to be postponed shall be subject to Interest During Construction charges and accrual during the postponement period until the amounts are repaid: *Provided*, that the remaining proportionate part of the total amount(s) requested to be postponed, which is determined by the Contracting Officer to be associated with the Contractor's Irrigation use, shall not be subject to Interest During Construction during the postponement period.

(3) The interest rate used for determining the Interest During Construction charges applicable to the amount of postponed annual payment(s) shall be the rate determined by the Secretary of the United States Treasury which is in effect for the fiscal year in which federal funds are expended for the Safety of Dams Modifications work.

(4) Within sixty (60) days of completion of the Contract Compliance Review and the determinations described in sub-article 7(b)(2), the Contracting Officer will provide written notice of approval of Contractor's request. A revised and updated Exhibit B will be issued by the Contracting Officer at such time.

(c) Prepayments Authorized:

Notwithstanding the schedule of payments provided in Exhibit B, the Contractor may prepay all or any portion of the outstanding balance of the Contractor's Repayment Obligation prior to the payment becoming due.

8. Omitted.

9. **STATEMENT OF COSTS**

The costs which make up the various obligations to be paid by the Contractor to the United States under this Contract shall embrace all expenditures of whatsoever nature or kind in discharge of the obligations undertaken pursuant to Article 5(a), including, but without limitation by reason of this enumeration, cost of surveys and investigations, labor, property, material and equipment, engineering, legal work, superintendence, administration, overhead, general inspection services, and claims of all kinds to the extent allowed by law. The Contracting Officer's determinations as to what costs are properly chargeable under this Contract, and as to the classification of those charges for repayment purposes, shall be conclusive.

10. **TITLE**

Title to the works and facilities constructed, repaired, or replaced pursuant to this Contract shall be and remain in the United States.

11. **STANDARD PROVISIONS**

The Standard Provisions applicable to this Contract are listed below. The full text of these articles is attached as Exhibit A and is hereby made a part of the Contract.

- a. Charges for Delinquent Payments
- b. General Obligation - Benefits Conditioned Upon Payment
- c. Examination, Inspection, and Audit of Project Works, Records, and Reports for Determining Adequacy of Operation and Maintenance
- d. Confirmation of Contract
- e. Notices
- f. Contingent on Appropriation or Allotment of Funds
- g. Officials Not to Benefit

- h. Changes in Contractor's Organization
- i. Books, Records, and Reports
- j. Administration of Federal Project Lands
- k. Equal Employment Opportunity
- l. Compliance with Civil Rights Laws and Regulations
- m. Certification of Nonsegregated Facilities
- n. Medium for Transmitting Payments
- o. Contract Drafting Considerations

**IN WITNESS WHEREOF**, the parties hereto have signed their names as of the day and year first above written.

**ROZA IRRIGATION DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**THE UNITED STATES OF AMERICA**

By: \_\_\_\_\_

Regional Director  
U.S. Bureau of Reclamation  
Columbia-Pacific Northwest Interior  
Region 9

Date: \_\_\_\_\_

STATE OF WASHINGTON)

:ss

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared before me \_\_\_\_\_ and \_\_\_\_\_, known to me to be the official(s) of the ROZA IRRIGATION DISTRICT that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said ROZA IRRIGATION DISTRICT and on oath stated they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF IDAHO )

: ss

County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared before me \_\_\_\_\_, known to me to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said UNITED STATES OF AMERICA, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of IDAHO  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STANDARD PROVISIONS

CHARGES FOR DELINQUENT PAYMENTS

a. (1) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(2) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(3) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

b. (1) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligations to the Contractor.

(2) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractor through Yakima Project, Storage Division facilities during any period in which the Contractor is in arrears in the advance payment of the any operation and maintenance charges due the United States or in arrears for more than 12 months in the payment of any construction charges due the United States. The Contractor shall not deliver water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of operation and maintenance charges or in arrears more than 12 months in the payment of construction charges as levied or established by the Contractor.

██████████

EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS, AND REPORTS FOR DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE

c. (1) The Contracting Officer may, from time to time, examine the following: the Contractor's books, records, and reports; the project works being operated by the Contractor; the adequacy of the operation and maintenance and safety of dams programs; the reserve fund; and the water conservation program including the water conservation fund, if applicable.

Notwithstanding title ownership, where the United States retains a financial, physical, or liability interest in facilities either constructed by the United States or with funds provided by the United States, the Contracting Officer may examine any or all of the project works providing such interest to the United States.

(2) The Contracting Officer may, or the Contractor may ask the Contracting Officer to, conduct special inspections of any project works being operated by the Contractor and special audits of the Contractor's books and records to ascertain the extent of any operation and maintenance deficiencies to determine the remedial measures required for their correction and to assist the Contractor in solving specific problems. Except in an emergency, any special inspection or audit shall be made only after written notice thereof has been delivered to the Contractor by the Contracting Officer.

(3) The Contractor shall provide access to the project works, operate any mechanical or electrical equipment, and be available to assist in the examination, inspection, or audit.

(4) The Contracting Officer shall prepare reports based on the examinations, inspections, or audits and furnish copies of such reports and any recommendations to the Contractor.

(5) The costs incurred by the United States in conducting operation and maintenance examinations, inspections, and audits and preparing associated reports and recommendations related to high- and significant-hazard dams and associated facilities shall be nonreimbursable. Associated facilities include carriage, distribution, and drainage systems; pumping and pump-generating plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low-hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road; regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries; river channelization features; rural/municipal water systems; desalting and other water treatment plants; maintenance buildings and service yards; facilities constructed under Federal loan programs (until paid out); and recreation facilities (reserved works only); and any other facilities as determined by the Contracting Officer.

(6) Expenses incurred by the Contractor, as applicable, in participating in the operation and maintenance site examination will be borne by the Contractor.

(7) Requests by the Contractor for consultations, design services, or modification reviews, and the completion of any operation and maintenance activities identified in the formal recommendations resulting from the examination (unless otherwise noted) are to be funded as project operation and maintenance and are reimbursable by the Contractor to the extent of

current project operation and maintenance allocations.

(8) Site visit special inspections that are beyond the regularly scheduled operation and maintenance examinations conducted to evaluate particular concerns or problems and provide assistance relative to any corrective action (either as a follow up to an operation and maintenance examination or when requested by the Contractor) shall be nonreimbursable.

(9) The Contracting Officer may provide the State an opportunity to observe and participate in, at its own expense, the examinations and inspections. The State may be provided copies of reports and any recommendations relating to such examinations and inspections.

#### CONFIRMATION OF CONTRACT

d. Promptly after the execution of this Contract, the Contractor will provide to the Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the State of Washington, confirming the proceedings on the part of the Contractor for the authorization of the execution of this Contract. This Contract will not be binding on the United States until the Contractor secures a final decree.

#### NOTICES

e. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Director, Columbia-Pacific Northwest Interior Region 9, Bureau of Reclamation, 1150 North Curtis Road, Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Manager, Roza Irrigation District, P.O. Box 810, Sunnyside, WA 98944. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

#### CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

f. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

#### OFFICIALS NOT TO BENEFIT

g. No Member of or Delegate to the Congress, Resident Commissioner or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

## CHANGES IN CONTRACTOR'S ORGANIZATION

h. While this Contract is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

## BOOKS, RECORDS, AND REPORTS

i. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractor's water supply data; water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

## ADMINISTRATION OF FEDERAL PROJECT LANDS

j. (1) The lands and interests in lands acquired, withdrawn, or reserved and needed by the United States for the purposes of care, operation, and maintenance of Yakima Project works may be used by the Contractor for such purposes. The Contractor shall ensure that no unauthorized encroachment occurs on Federal project lands and rights-of-way. The Contractor does not have the authority to issue any land-use agreement or grant that conveys an interest in Federal real property, nor to lease or dispose of any interest of the United States.

(2) The United States retains responsibility for compliance with the National Historic Preservation Act of 1966 (NHPA), and the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA). The Contractor will notify the Contracting Officer and, only when on tribal land, also notify the appropriate tribal official, immediately upon the discovery of any potential historic properties or Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony

## EQUAL EMPLOYMENT OPPORTUNITY

k. During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

1. (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(2) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(4) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

#### CERTIFICATION OF NONSEGREGATED FACILITIES

m. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities

are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

#### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

#### MEDIUM FOR TRANSMITTING PAYMENTS

n. (1) All payments from the Contractor to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(2) Upon execution of the Contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

#### CONTRACT DRAFTING CONSIDERATIONS

o. This Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains.



**EXHIBIT B**

**SCHEDULE OF ESTIMATED PAYMENTS OF  
CONTRACTOR'S SAFETY OF DAMS REPAYMENT OBLIGATION**

The total estimated cost for the Safety of Dams Modifications is thirty-seven million (\$37,000,000) dollars. The Total Reimbursable Cost is estimated at five million five hundred and fifty thousand dollars ( $\$5,550,000 = \$37,000,000 \times 0.15$ ). Based on economic benefit calculations performed by Reclamation ninety-three percent (93%) of the Total Reimbursable Cost is to be allocated to the Irrigation water supply and is estimated to be five million one hundred sixty-one thousand and five hundred dollars ( $\$5,161,500 = \$5,550,000 \times 0.93$ ). Seven percent (7%) of the Total Reimbursable Cost is to be allocated to Municipal and Industrial water supply and is estimated to be three hundred eighty-eight thousand and five hundred dollars ( $\$388,500 = \$5,550,000 \times 0.07$ ).

As provided in Article 6 of the Contract, the Contractor's Repayment Obligation is the Contractor's proportionate share of the Allocated Reimbursable Cost to Irrigation Water Supply, which is 21.65259 percent of \$5,161,500 and estimated to be \$1,117,598.

Based on the currently anticipated construction schedule and budget for the Safety of Dams Modifications work the Contractor's annual payments during the period of construction are:

Payment Date Due	Payment Amount
September 1, 2023	\$368,807
September 1, 2024	\$603,503
September 1, 2025	\$73,761
September 1, 2026	\$39,116
September 1, 2027	\$32,411


The Contractor's Repayment Obligation and the estimated payment amounts displayed above do not reflect any adjustment for the assessment and accumulation of Interest During Construction, which may become due in accordance with the terms of Article 7, in which case the Contractor will be provided a revised Exhibit B by the Contracting Officer.

# Item #7

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To: Board of Directors

From: Scott Revell, District Manager 

Date: December 6, 2022

Re: 2023 Operations and Maintenance Assessment

**Overview**

Staff's working assumption is that the Board will increase the capital rehabilitation portion by \$1/acre and that the water supply development portion will remain unchanged:

- \$6.94/ac for Water Supply Development (\$500,000);
- \$16.94/ac for Capital Rehabilitation of aging infrastructure (\$1,228,438).

The 2022 assessment is \$185.90/ac. The \$4.10/acre construction obligation has been paid out in Blocks 1-6 and are no longer assessed. Only land in Block 7 has a \$4.10 per acre construction obligation to the United States. Block 7 will be paid out in 2023.

Notice of the assessment and equalization has been issued pursuant to state law, with the equalization hearing occurring on December 6<sup>th</sup>. Equalization applies to the acreage of the parcels listed on the assessment roll and does not apply to the amount assessed to those parcels.

The 2023 assessment roll was presented to the Board on November 8, 2022 pursuant to RCW 87.03.250 and a copy is available for public inspection at the Roza office on the front counter. There will be 72,517 assessed acres in 2023.

<b>\$/ac. increase</b>	<b>% increase</b>	<b>New total/ac.</b>	<b>Net new revenue</b>
+\$4	2.1%	\$189.90	\$290,068
+\$5	2.7%	\$190.90	\$362,585
+\$6	3.2%	\$191.90	\$435,102
+\$7	3.7%	\$192.90	\$507,619
+\$8	4.3%	\$193.90	\$580,136
+\$9	4.8%	\$194.90	\$652,653
+\$10	5.4%	\$195.90	\$725,170
+\$11	5.9%	\$196.90	\$797,687
+\$12	6.5%	\$197.90	\$870,204

# Item #9

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To: Board of Directors  
From: Scott Revell, District Manager *SR*  
Date: December 6, 2022  
Re: Equipment Purchase History

**Attachment**

1. Equipment purchase tables

**Background**

Fleet Supervisor J.C. Soto and Dave Clampitt will present a short synopsis of the attached lists which include new & used equipment that has been purchased in recent years, used equipment that has been purchased and some general notes.

The District has had generally good experiences with moderately used equipment which is not expected to be used heavily. In some cases, a newer, but not brand new piece of equipment will work fine for many years. Examples include the first 305 excavator, the large compressor, the boom truck, the flatbed truck, the Genie lift and the light tower.

The District has also had some very bad experiences, particularly when buying heavily used equipment that was expected to be used frequently. Examples include the blue water truck and the Champion grader.

A few units like the jet truck (surplus from the city of Goldendale) and the 4,000 gallon and 2,000 gallon water trucks fall somewhere in between.

In recent years to most troublesome units have been targeted for replacement, which has worked to reduce downtime and repair costs while increasing efficiencies in the shop. Examples include the backhoe, the trencher, the Canadian tractor, the Snorkel lift and the Raven sprayer.

# PAST EQUIPMENT PURCHASED USED / SURPLUSSED

1975 KENWORTH TRUCK	no front brakes or power steering
2000 NEW HOLLAND TRACTOR	purchased from Canada in 2004, money pit.
2000 F550 FORD	needed new transfer case right away, new injectors needed & glow plugs.
1984 FORD VAN	needed new engine and paint job.
CHAMPION GRADER	rebuilt engine after purchase, chain in gear box issues
DRAGLINE MACHINE	
BOOM TRUCK	
BLUE WATER TRUCK	
WHITE LIGHTNING	
(2) MILITARY ALLIS CHALMERS	
HYDRO CRANE	

Asset ID	NEW / USED	Year	Asset Description	Purchase Date	Purchase Cost	Current Miles/Hrs.	Miles/Hrs. @ Purchase	Used Miles/Hrs.	Major Repairs
35	USED	1991	JET TRUCK	2012	\$21,102.00	71,090	60,566	10,524	Water pump replaced twice 2017 for \$22,210 & earlier date
56	USED	2006	WATER TRUCK F750	2012	\$33,187.00	52,975	11,675	41,323	Church & hyd. kit, new transmission, rebuilt engine and injectors (still smokes)
59	USED	2001	BOOM TRUCK	2006	\$86,447.00	145,034	13,305	129,729	\$12,960 on 7 year re-certification rebuild 9/2021
60	USED	2010	FLATBED	2017	\$68,726.00	488,465	463,922	25,000	N/A
62	NEW	2017	5 YARD DUMP TRUCK	2017	\$126,295.00	56,507	2,038	370,236	
63	USED	1997	DUMP TRUCK	1997	\$72,172.00	372,264	2,035	374,626	\$35,000.00 new engine 2017
64	USED	1998	DUMP TRUCK	1998	\$78,108.00	376,661	2,041	379,480	
65	USED	1999	DUMP TRUCK	1999	\$85,011.00	381,521	1,944,000	155,819	\$20,200 manifold replacement, electrical issues, turbo replace.
67	USED	2005	DUMP TRUCK	2013	\$91,693.00	349,819	379,019	42,090	\$54,500.00 transmission & engine rebuild 2016 / 2021
68	USED	2004	WATER TRUCK	2014	\$69,544.00	371,109			
114	NEW	2016	GABALL (NEW)	2016	\$464,434.00	12,670 / 2,109 hrs.			
116	NEW	1997	GABALL (OLD)	1997	\$277,915.00	80,878			
119	USED	1976	6135 SCRAPPER	1987	\$44,585.00	2,000 hrs.			Limited info, appears to not be original Hrs.
120	NEW	1999	6135 SCRAPPER	1999	\$288,152.00	9242 hrs.			Feb. 2020 full rebuild \$227,562
121	NEW	2006	314C EXCAVATOR	2006	\$179,929.00	8,722 hrs.			
122	NEW	2009	314D EXCAVATOR	2009	\$175,272.00	7,514 hrs.			
123	NEW	2012	305 EXCAVATOR	2014	\$75,579.00	3,034 hrs.			
124	NEW	2015	299D SKID-STEER	2015	\$103,223.00	884 hrs.			
125	NEW	2017	926M LOADER (w/ auto grease)	2017	\$84,156.00	1,506 hrs.			
126	NEW	2017	305 EXCAVATOR	2017	\$183,814.00	1,202 hrs.			
127	NEW	2018	299D2 SKID-STEER	2018	\$87,862.00	313 hrs.			
128	NEW	2018	315 EXCAVATOR (w/ auto grease)	2018	\$231,743.00	2,208 hrs.			
134	NEW	1999	IT 385G LOADER (w/ auto grease)	1999	\$136,692.00	6,051 hrs.			
136	USED	1952	RED GRADER	1961	\$5,019.00	499 hrs.			Parts hard to get / find. Limited info.
137	NEW	2005	143H GRADER	2005	\$212,963.00	7,915 hrs.			
166	USED	1995	LOWBOY TRUCK	1999	\$24,183.00	449,180			
201	NEW	2007	NEW HOLLAND MOWER	2008	\$102,734.00	6,499 hrs.			
202	NEW	2006	NEW HOLLAND MOWER	2006	\$92,874.00	7,480 hrs.			
205	NEW	2018	JOHN DEERE MOWER	2017	\$107,630.00	2,376 hrs.			
208	NEW	1964	JOHN DEERE MOWER	2017	\$107,630.00	2,651 hrs.			
209	NEW	1964	UPPER END TRACTOR	1964	\$3,889.00	2,348 hrs.			
210	NEW	2017	444 RODDER	2018	\$62,663.00	246 hrs.			
211	NEW	2016	RT125 DITCH WITCH TRENCHER	2018	\$203,841.00	153 hrs.			
213	NEW	2018	430F2 BACKHOE	2015	\$134,758.00	1,570 hrs.			
214	NEW	2018	JOHN DEERE MOWER	2018	\$109,804.00	2,169 hrs.			
215	NEW	1988	JOHN DEERE MOWER	1989	\$109,804.00	1,794 hrs.			
221	NEW	1998	D5 DOZER	1989	\$85,591.00	4,343 hrs.			
222	NEW	1998	D6 DOZER (w/winch)	1998	\$167,054.00	5,191 hrs.			
223	USED	2007	S66E ROLLER COMPACTOR	1998	\$167,054.00	5,190 hrs.			
				2012	\$107,533.00	7,353	2,170	5,183	\$33,000.00 new engine (we installed) 2017, vibrator issues
301	NEW	2010	TRAIL MAX TRD-54-T						
302	NEW	2007	TRAIL MAX TRD-54-T						
303	NEW	2014	GROUT TRAILER BIG TEX						
304	NEW	2006	CEMENT TRAILER TRAIL MAX T-1214						
305	NEW	2014	TRAIL MAX T-16-UT						
306	NEW	2015	TRAIL MAX T-16-UT						
307	NEW	2016	TRAIL MAX TRD-54-T						
308	NEW	2016	TRAIL MAX T-16-UT						
309	NEW	2017	ENCLOSED TRAILER						
310	NEW	2018	ENCLOSED TRAILER						
311	NEW	2018	GREAT NORTHERN TRAILER						
312	NEW	1999	LOWBOY						
313	NEW	2020	GREAT NORTHERN TRAILER						
314	NEW	2000	POOPER TRAILER #1						
315	NEW	2000	POOPER TRAILER #2						
400	USED	2008	GENIE BOOM LIFT						
401	USED	2005	IR AIR COMP.						



# Item #10

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To: Board of Directors  
From: Dave Rollinger, Watermaster DR.  
Date: December 6, 2022  
Re: Recent Past and Future Maintenance Work

### **Summary for November**

Roza crews started November working a 10 hour 4 day work week. The pump 14 enclosed conduit system and concrete panel projects are on schedule.

### **Distribution System Maintenance**

- Road building and berm removal on the Main Canal continues at MP 30.3 downstream and will continue as weather permits.
- Sprayers have completed spraying the highwater berm line of the Main Canal from MP 11 mile to 84.6 mile.
- Sprayers have also started spraying the Main Canal roadways, storage yards, pump plants and re-regulation reservoirs with Diuron and Payload to help prevent germination of unwanted weeds in the spring.
- Trouble shooters installed the last 5 remaining siphon cables on the Main Canal, a total of 12 have been replaced and are all now complete.
- Crews have removed 15 Main Canal concrete panels that needed to be replaced and have started to form and pour the panels back in.
- Crews have removed the joint grass with the gradall that has slowly been taking over the inside banks of the Main Canal from MP 75.6 to MP 94.8.

### **P14 ECS**

- Dave Clark, Roza's fabricator, is finished with all of the bottoms and tops for the flow meters on the P14 ECS project. He has started building Main Canal turnout screens to help keep trash and debris out of the problem pipelines.
- Crews have installed 3500' or 35% of pipe to be installed on the P14 lateral, 2,400' at MP 15.0 and 2,900' at MP 17.1 laterals.

### **Equipment**

- K & D Machine, LLC. gave a quote of \$73,440.00 to build a new triple axel equipment trailer that would be the equivalent to the trailers we have now.

- Roza mechanics replaced the clutch on #68 our 2004 Peterbilt 4,000 gal. water truck for \$1,800.
- Scott Jenson with NC Machinery has been looking for used 315 excavators and has found one in Fife Washington with 2,700 hours on it for \$189,000. It comes with 1-36" digging bucket so we would have to buy a 6' cleaning bucket and a 24" digging bucket with rippers. We would also have to install an auto greaser and a pin grabber coupler so all 314/315 excavator buckets will interchange. That changes the purchase price to \$275,940 for the used machine.


### **Projected for January**

- Continue to install pipe and backfill on P14.
- Start to install flow meter bottoms and tops at MP 15.0 and MP 17.1.
- Start installing pipe at MP 35.2A and MP 38.7 laterals.
- Start installing pipe on P1 low pipeline 1.
- Start installing 6" drain pipe from the siphon valve to the exit end of siphon 7.
- Continue to remove berm on the Main Canal roads at MP 30.3 to MP 39.2.
- Continue to form and pour the Main Canal concrete panels

# Item #11

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To: Board of Directors  
From: Scott Revell, District Manager   
Date: December 6, 2022  
Re: District Manager's Monthly Update

### **Miscellaneous Items**

1. Cristina Dalrymple has been hired as the Assistant Assessment Clerk.
2. Water Quality Technician Briana Rhode is leaving for a job at the State Department of Agriculture. She had been here since Fall of 2019.
3. 2022 Tier II income to date was roughly \$845,000 gross (\$727K net+/- w/ 15% refunds) as of the end of October. The Board has approved expenditures as follows:
  - ✓ \$114,000 winter work program projects
  - ✓ \$196,000 Equipment (grout machine, mowers, trailer repair & 315 GPS)
  - ✓ \$417,000 Water Supply Development fund (originally budgeted at \$500,000)\$727,000

Should the final refunds be less than 15% of the gross revenue the additional income will be applied to the Water Supply Development fund.

### **November Meetings Report**

- ✓ USBR funding opportunity workshop and tour (November 1<sup>st</sup>)
- ✓ Ecology Office of Columbia River orientation tour (November 4<sup>th</sup>)
- ✓ River Operations meeting (November 7<sup>th</sup>)
- ✓ Integrated Plan Fish and Policy Team (November 8<sup>th</sup> & 14<sup>th</sup>)
- ✓ Lower End media tour(November 10<sup>th</sup>)
- ✓ WSWRA monthly meeting in Othello- Infrastructure funding, Legislative report (Nov. 16<sup>th</sup>)
- ✓ Washington State Grape Society presentation (November 18<sup>th</sup>)
- ✓ System Operations Advisory Committee (November 29<sup>th</sup>)

# Item #12


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**To:** Board of Directors

**From:** Wayne Sonnichsen, Engineering Manager

**Date:** December 6, 2022

**Re:** Engineering Manager's Report 

**Attachments:**

1. Remedial Actions Required list from WSDOE Dam Safety.

**Miscellaneous items of note:**

- Lazaro and JC traveled to Pasco to attend a workshop about the rules and regulations pertaining to Public Works contracts.

One takeaway from the workshop is that the rules and regulations surrounding Public Works contracts continue to become more numerous and tend to require increasing time in the administration of the contracts.

- The asbestos materials abatement at the P14 houses is going well. The contractor is expected to complete the project sometime this week.
- An item on the winter work schedule was to extend the vertical retaining walls of the undershots at mile posts 63.8, 65.1 upwards to gain some road width. The plan has been changed to removing all concrete downstream of the exit end of the undershot, butt pipe arch culvert against the face of the undershot, and compact soil over the new culvert. The joint will be encased with concrete to prevent soil from eroding into the culvert. This option will cost about half of what was budgeted for this work and will allow for a much wider road surface.
- The Washington State Department of Ecology Dam Safety Office sent the report for inspection of the WW5 Reservoir conducted in October. The list of Remedial Actions Required was a bit longer than expected (see attached). Most notable are the last two requirements pertaining to documentation of final construction of the reservoir, as staff was not aware of these requirements. Staff will be working with HDR and Shannon & Wilson engineers to gather the required information.

## Remedial Actions Required

Below is a list of deficiencies we found during our periodic inspection. These deficiencies must be addressed to meet dam safety guidelines. Within **60 days** after receiving this report, please respond to Jodi Goodman, Environmental Specialist-Dam Compliance by email to [jodi.goodman@ecy.wa.gov](mailto:jodi.goodman@ecy.wa.gov) or letter with a plan and a schedule for completing the tasks listed below.

1. It is required that periodic monitoring of the section of the geomembrane on the NE side that showed signs of lacking adequate support during cold temperatures be conducted to ensure the geomembrane is not damaged. Special attention should be given to the section of the geomembrane attached to the concrete structure. However, to ensure the geomembrane performs as designed, it is recommended that a geomembrane installer be retained to remove the section of liner, that structural fill be placed under the liner to provide a uniform subgrade, and the liner section replaced/re-installed as per the geomembrane installer/manufacture recommendations.
2. A crack was observed along several panels on the downstream toe area of the reinforced concrete cover at the NE berm, approximately halfway along the berm. To prevent further damage/deterioration of the concrete (e.g., freeze/thaw induced damage), it is required that the crack be sealed with a sealing material appropriate for use on concrete surfaces.
3. It is required that the vegetation around the area where the underdrain outlet pipe daylights in natural ground be periodically removed to ensure safe and easy access to the pipe.
4. It is required that the vegetation on the area around the outlet section of the finger drain, and on the finger drain material be periodically removed.
5. The cracks on the ground surface a few feet behind the spillway channel walls should be periodically monitored to determine if they increase in extent, width, depth, or difference in elevation between the two sides of the cracks. Please include the monitoring data with your annual inspection form.
6. There was a small amount of separation observed between the top of the spillway walls where the spillway channel changes from the transition section to the discharge section. It is required that the joint be periodically monitored to determine if the separation between the walls increases.
7. As per the Operation and Maintenance Manual, the piezometers are scheduled to be read biannually. Given the 1A high hazard classification for the dam, it would be more appropriate to read the piezometers on a monthly basis, as a minimum. Accordingly, it is required to read the piezometers monthly and the readings included with RID's annual inspection form for the dam.

8. Update the Operations and Maintenance Manual as noted in the body of this report.
9. A section to record observations and data from monitoring of the underdrain outlet pipe should be included in the annual inspection form used by RID.
10. To complete the Dam Safety permitting process, the project engineer shall submit to the DSO a declaration stating that the project was constructed in accordance with the approved plans and specifications, and construction change orders (if any). A Declaration of Dam Construction Completion form is included on page 27 of Dam Safety Guidelines Part II.
11. To complete the Dam Safety permitting process, the project engineer shall submit to the DSO a construction report summarizing the results of field testing (i.e., foundation preparation, compaction results, settlement monitoring, geomembrane testing, etc.), discussing any significant activities of the construction work, and including a copy of the as-built plans.

Reminder: In performing these required remedial actions for the dam, the dam owner is still responsible for complying with other applicable local, state, and federal requirements, including compliance with environmental review, and permitting requirements. Please refer to the Governor's Office for Regulatory Innovation and Assistance - ORIA website for more information:

[https://www.oria.wa.gov/site/alias\\_oria/368/Home.aspx](https://www.oria.wa.gov/site/alias_oria/368/Home.aspx)