



## BOARD OF DIRECTORS REGULAR MEETING

Tuesday, June 6th, 2023 – 9:00A.M.

### AGENDA

1. Consent Agenda (approved with one motion).
  - a. Minutes of May 9<sup>th</sup> , 2023, Regular Board meeting.
  - b. Status of Investments Report – May 31, 2023.
  - c. Treasurer’s Report– May 31, 2023.
  - d. Claims.
2. Drain maintenance overview.
3. Union Gap Irrigation District carriage agreement.
4. National Pollutant Discharge Elimination System (NPDES) permit update.
5. Ecology Office of Columbia River future funding opportunities.
6. Watermaster’s report.
7. District Manager’s report.
8. Engineering Manager’s report.
9. 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.

# Item #1

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## REGULAR MEETING MINUTES

May 9, 2023

The Board of Directors for the Roza Irrigation District convened in regular session on Tuesday May 9, 2023. Present were President Ric Valicoff, Vice-President Jim Willard, Director Tanner Winckler, Director Jason Sheehan, Director Jason Don, and District Manager Scott Revell. Engineering Manager Wayne Sonnichsen, Watermaster Dave Rollinger, Assistant Watermaster Aaron Wiederspohn, Maintenance Superintendent Dave Clampitt and Assessment Clerk/Assistant Secretary Kristel Espinoza.

Audience members: Chad Stuart – United State Bureau of Reclamation (U.S.B.R.), Yakima Field Office Manager and Chris Duke – Columbia-Cascades Area Office Manager.

Via telephone conference: District Attorney Brian Iller.

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

- a. Minutes of April 11<sup>th</sup>, 2023, Regular Board meeting.
- b. Status of Investments Report – April 30, 2023.
- c. Treasurer’s Report– April 30, 2023.
- d. Claims.

The following claims are approved for payment: Payroll numbers 29664 - 29665 in the amount of \$19,208.53. Voucher numbers 68540 – 68556, 68628 – 68636, 68637, 68638 – 68671 and 68685 - 68744 in the amount of \$661,944.37 and electronic payments 03-2023, 03-23, 10-23, 11-23, 12-23, 13-23, 14-23, 15-23, 23-10, 23-11, 23-13, 23-14, 23-15, 23-16 in the amount of \$342,146.21 from the period of April 3, 2023, to May 9, 2023.

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

Chad Stuart, Yakima Field Office Manager and Chris Duke, Columbia Cascades Office Manager updated the Board on several topics.

Mr. Chad Stuart discussed the Kachess Dam repair and the future for Bumping Dam and the impact for Roza.

The U.S.B.R. power pole replacement schedule was slated to start next month; Mr. Chad Stuart noted it had been delayed.

The electrical switchgear at Roza Dam was inspected again by U.S.B.R. staff and was found to not be at the point of near imminent failure and replacement can be delayed slightly and will be scheduled in the next cycle of years.

Mr. Chad Stuart updated the Board on the canal system title transfer process. Roza staff has discussed transfer of the main canal from 11.0 mile downstream and 18 pumping stations and laterals together with ditch rider houses and headquarters complex look to be good candidates for title transfer. Roza staff will meet with U.S.B.R. field office staff in July to review the process.

## REGULAR MEETING MINUTES

May 9, 2023

District Manager Revell reported that Reclamation issued a May water supply forecast for the proratable irrigation districts of 86% water supply forecast, which is up from 82% in April.

District Manager Revell and the Board discussed the September Board meeting date, which immediately follows the Labor Day holiday. Following discussion, Mr. Don moved, seconded by Mr. Winckler and unanimously approved to move the regular schedule meeting to Tuesday, September 12, 2023.

District Manager Revell reported to the Board on the long-term weather trends and noted the long-range forecasts are indicating that conditions coming out of the La Nina pattern are now beginning to form an El Nino pattern with warmer and drier weather in the Pacific Northwest. Mr. Revell discussed supplemental water leasing and changes in the farm economy affecting the leasing water during droughts. Staff does not expect large quantities of water available for lease in the next drought compared to 2015.

District Manager Revell updated the Board on the Union Gap Irrigation District intertie and is drafting a carriage agreement, which will be presented to both parties when the agreement is in draft form.

District Manager Revell updated the Board on the Drainage Improvement District #11 and the 1960 contract between Roza and Yakima County. DID #11 Board of Directors along with Roza staff met on April 19<sup>th</sup> in Moxee and discussed several ways that they could reduce costs. 60% of that Roza is contractually required to fund beginning in 1961. No action was requested from the Board.

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 ten minutes beginning at 12:05 P.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 and National Marine Fisheries.
- b. Executive session pursuant to RCW 42.30.110(2)(a)(iii). To evaluate the legal risk of a proposed action.

The President returned the Board to regular session at 12:18 P.M.

No further business appearing and upon motion duly made, seconded, and unanimously passed, the Board did there upon adjourn at 12:18 P.M. on Tuesday May 9, 2023.

REGULAR MEETING MINUTES

May 9, 2023

ATTEST:

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

**ROZA IRRIGATION DISTRICT  
STATUS OF INVESTING ACCOUNTS  
May 31, 2023**

<b>BANK</b>	<b>\$ AMOUNT</b>	<b>INTEREST EARNED</b>	<b>INTEREST RATE</b>	<b>BALANCE</b>
L.G.I.P.	\$21,515,952.09	94,645.69	5.1496%	\$21,610,597.78
U.S. - MIA INV.	\$121.47	0.01	0.01%	\$121.48
U.S. - SAVINGS	\$89.68	2.77	0.01%	\$92.45
U.S. - CHECKING	\$210,432.37	29.70	0.01%	\$210,462.07
			<b>TOTAL</b>	<b>\$21,821,273.78</b>

**ROZA IRRIGATION DISTRICT  
STATUS OF INVESTMENTS  
May 31, 2023**

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

<b>TOTAL OF ALL CASH</b>	21,821,273.78
<b>MINUS RESTRICTED CASH</b>	668,006.77
(Construction/Reserve/Memo \$)	
(Drought)	4,049,213.59
(WSD)	4,030,341.35
<b>TOTAL O &amp; M CASH</b>	<b>13,073,712.07</b>

Roza Irrigation District  
 VENDOR CHECK REGISTER REPORT  
 Payables Management

Ranges: From:  
 Check Number First  
 Vendor ID First  
 Vendor Name First

To:  
 Last  
 Last  
 Last

From: To:  
 Check Date 5/1/2023 5/31/2023  
 Checkbook ID PRE-PAIDS PRE-PAIDS

Sorted By: Check Number

\* Voided Checks

Check Number	Vendor Check Name	Check Date	Amount
04-2023	DEPARTMENT OF REVENUE	5/25/2023	\$1,598.71
04-23	U.S. BANK	5/30/2023	\$4,625.00
05-17	DEPARTMENT OF REVENUE	5/17/2023	\$5.00
16-23	U.S. BANK/E.F.T.P.S.	5/12/2023	\$40,136.90
17-23	U.S. BANK/E.F.T.P.S.	5/26/2023	\$39,504.67
23-17	ROZA PAYROLL PAYABLE # 29666	5/12/2023	\$114,638.47
23-18	ROZA PAYROLL PAYABLE # 29667	5/26/2023	\$105,701.77
68672	MRSC ROSTERS	5/1/2023	\$135.00
68673	QUALITY FUEL TRAILER AND TANK,	5/1/2023	\$60,615.59
68674	KELLEY CONNECT	5/1/2023	\$1,181.49
68675	CENTURYLINK	5/4/2023	\$5.43
68676	U.S. CELLULAR	5/4/2023	\$78.47
68677	JOHN GREENE	5/4/2023	\$86.50
68678	BRANDCRAFT MEDIA, LLC	5/4/2023	\$199.00
68679	SUNNYSIDE VALLEY IRRIGATION DI	5/4/2023	\$202.31
68680	AT & T MOBILITY - CC	5/4/2023	\$395.01
68681	PACIFIC POWER & LIGHT CO.	5/4/2023	\$1,667.55
68682	INDUSTRIAL SYSTEMS, INC.	5/4/2023	\$7,012.80
68683	FAMILY FARM ALLIANCE	5/4/2023	\$8,700.00
68684	SYMETRA LIFE INSURANCE CO.	5/4/2023	\$471.46
68745	ROZA EMPLOYEE BENEFIT FUND	5/12/2023	\$84.00
68746	DEPARTMENT OF RETIREMENT	5/12/2023	\$1,583.50
68747	NW LABORERS TRUST FUND	5/12/2023	\$49,164.00
68748	DEPARTMENT OF RETIREMENT	5/12/2023	\$52,517.32
68749	NOE GUZMAN/C&C JANITORIAL	5/15/2023	\$385.00
68750	STAPLES CREDIT PLAN	5/15/2023	\$48.54
68751	AARON WIEDERSPOHN	5/15/2023	\$50.00
68752	RETTIG FORGETTE ILLER BOWERS,	5/15/2023	\$1,300.00
68753	SHANNON & WILSON, INC.	5/15/2023	\$1,935.00
68754	ASM AFFILIATES	5/15/2023	\$2,657.55
68755	KRISTEL ESPINOZA	5/15/2023	\$145.35
68756	CRYSTAL SPRINGS	5/16/2023	\$9.53
68757	VALLEY TITLE GUARANTEE	5/16/2023	\$14.24
68758	CENTURYLINK	5/16/2023	\$157.02
68759	PACIFIC POWER & LIGHT CO.	5/16/2023	\$199.53
68760	YAKIMA COUNTY G.I.S.	5/16/2023	\$201.74
68761	QUILL CORPORATION	5/16/2023	\$557.24
68762	COMM-TECH INC	5/16/2023	\$9,793.61
68763	CENTURYLINK	5/18/2023	\$68.21
68764	AT&T MOBILITY	5/18/2023	\$154.65
68765	CASCADE NATURAL GAS CO.	5/18/2023	\$741.00
68766	RH2 ENGINEERING	5/18/2023	\$2,672.96
68767	ROZA EMPLOYEE BENEFIT FUND	5/26/2023	\$82.00
68768	DEPARTMENT OF RETIREMENT	5/26/2023	\$1,584.69
68769	AFLAC	5/26/2023	\$382.20
68770	LABORER'S LOCAL UNION 348	5/26/2023	\$2,016.00
68771	NOE GUZMAN/C&C JANITORIAL	5/25/2023	\$385.00
68772	U.S. CELLULAR	5/25/2023	\$4,284.68
68773	CASCADIA LAW GROUP	5/25/2023	\$7,114.25
68774	CO-ENERGY	5/25/2023	\$16,053.23

Total Checks: 50

Total Amount of Checks: \$543,303.17

# Item #2

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To: Board of Directors  
From: Scott Revell, District Manager  
Date: June 6, 2023  
Re: Major Drain Maintenance

**Background**

The District has been in the process of clearing out many drains in recent years and very good progress has been made in many locations. In many instances there are weeds, brush and trees that need to be removed. The excavator mounted mulcher purchased in 2022 had expedited much of this by several orders of magnitude.

There is a long history concerning maintenance of both Roza drains and Joint Drains (w/ SVID) going back to the 1950s.

Some of the drains are part of larger networks which need varying degrees of work and full cleanout will take at least a few years.

Simultaneously we are attempting to keep up with maintenance on the drains where trees and brush have been removed so that they do not become grown.

The complex network of drains that comprise the Moxee A drain has been examined separately and is not included in this discussion.

# Item #3

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To: Board of Directors  
From: Scott Revell, District Manager  
Date: June 6, 2023  
Re: 2023 Union Gap Irrigation District Water Carriage Agreement

**Attachment**

1. Draft 2023 UGID Water Carriage Agreement

**Background**

Roza has been conveying a portion of the Union Gap Irrigation District's water via the Roza Main Canal and an intertie with Wasteway 3 on a temporary basis since 2018.

Attached is draft carriage agreement with the Union Gap Irrigation District for the 2023 irrigation season. The agreement terminates at the end of the 2023 season.

The agreement requires Roza to do the connection work at UGID's expense and include an additional insurance requirement amount in section 8.

The agreement includes provisions for a fee at a still unspecified amount to Roza for carriage.

# 2023 Water Carriage Agreement

THIS WATER CARRIAGE AGREEMENT (the “ Carriage Agreement”) is made and entered into effective the \_\_\_\_ of \_\_\_\_\_, 2023 (the “Effective Date”), by and between the Roza Irrigation District (Roza) and Union Gap Irrigation District (UGID) for the 2023 irrigation season.

## WITNESSETH:

- A. WHEREAS, the Roza operates the Roza irrigation system which includes but is not limited to a diversion structure and headgate on the Yakima River located and the Roza Main Canal which is capable of being used to deliver water to the UGID canal;
- B. WHEREAS, UGID is an irrigation district delivering waters to lands close to the Roza Canal and has structural issues with its own main canal;
- C. WHEREAS, it is technically feasible and reasonably convenient for Roza to deliver water to UGID through its Main Canal to UGID and Roza has in fact been so delivering water to UGID on an emergency basis; and
- D. WHEREAS, the parties have determined to formalize and put into writing the terms under which Roza will continue to deliver water through the Roza Main Canal to UGID; for the carriage of water owned or controlled by UGID in the Roza Main Canal.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises and agreements set forth below, the parties agree as follows:

1. Agreement for the Carriage of Water. Roza agrees to deliver water not to exceed an instantaneous quantity of \_\_\_ cubic feet per second (cfs) to UGID through the Roza irrigation works including

the Roza diversion dam and main canal to the interconnect located at milepost 29.2 on the Roza Main Canal at times when Roza is operating said irrigation works to deliver water to its own lands and to the extent the Roza irrigation works have sufficient capacity to carry UGID's water.

Roza shall have sole, total and complete authority and discretion to determine when it will operate and when it will not operate its irrigation works. Without limiting the foregoing but only by way of explanation, Roza may shut its irrigation works down to attempt to save its water right for use later in the irrigation year due to drought or other unavailability of water, to save its water for use later in the season with or without a drought, to engage in emergency or nonemergency canal repairs, maintenance, weed control, algae control, or for its convenience. Roza shall not be liable to UGID or to UGID landowners for exercising its authority and discretion under this paragraph.

Roza shall have sole, total and complete authority and discretion to determine the capacity of its irrigation infrastructure to carry UGID water. Roza shall not be liable to UGID or to UGID landowners for exercising its authority and discretion under this paragraph.

2. System Improvements. Roza is and shall be sole the owner of all facilities and improvements used by it in the course of carrying water for UGID. With the prior written approval of the UGID, Roza may install improvements at UGID's expense and UGID will be the owner of improvements installed by UGID on condition that: (1) Any improvements installed by UGID will not in any way constrain or limit Roza's ability to operate, maintain, improve or replace Roza's facilities; (2) Roza shall have the right to approve in advance the design of any improvements made by UGID in Roza irrigation facilities or in the right of way for such facilities; and (3) Roza shall have sole and complete discretion to require UGID to immediately remove any such improvements made by UGID for any reason or no reason.

Should UGID fail to immediately remove any such improvements upon demand by Roza, Roza may remove or cause to be removed the improvements and UGID shall reimburse Roza for the time, equipment, materials and other expenses incurred in doing so.

Each party shall be responsible for all maintenance and repair of its respective property, facilities and improvements. Either party may act to repair or remove the other's improvements in the event of an emergency that threatens life, serious bodily harm, or substantial property damage.

3. Fee. UGID shall pay to the Roza a carriage fee remuneration at the rate of \_\_\_\_\_ per year by October 1, 20223
4. Maintenance and Availability. This Carriage Agreement does not require the Roza to maintain year-round availability of water for UGID. This Carriage Agreement does provide UGID may extract water when sufficient water is available, subject to prior rights of stockholders and other prior agreements in place.
5. Access. UGID shall have access necessary along the right-of-way of the Roza Main Canal for purposes of ingress and egress to accomplish the terms of this Carriage Agreement, provided, however, UGID has no authority to do any work or labor upon the Roza Main Canal or to contract therefore except as may be specifically agreed to in writing in advance by the parties.
6. Liability and Indemnification. Roza shall not be responsible for injury to persons or damage to property caused by operations of the Roza Main Canal for the benefit of UGID. To the fullest extent permitted by law, UGID shall indemnify, hold harmless and defend, not excluding Roza's right to participate, Roza from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs (including expert witness fees), arising out of any alleged negligent or willful acts or omissions of UGID, its officers, contractors, employees and agents.

Further, UGID agrees to indemnify Roza from any liability, claim, action, damages, losses or expenses including without limitation, reasonable attorneys' fees and costs (including expert witness fees) arising out of any alleged negligent or willful acts or omissions **of Roza, its officers, contractors, employees and agents** that are directly related to the delivery of water to UGID pursuant to this Carriage Agreement.

**This provision has been specifically and mutually negotiated by the parties.**

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

7. Attorney's Fees. In case litigation is instituted arising directly or indirectly out of this Agreement, the losing party shall pay to the prevailing party the prevailing party's reasonable attorney's fees and court costs as determined by the court, at trial or any appeal therefrom.
  
8. Insurance. UGID shall purchase and maintain in force an insurance policy having a minimum of \$5 Million combined single limit per occurrence/\$10 Million aggregate for bodily injury and property damage covering any injury or damage arising from or related to this carriage agreement including but not limited to failure of UGID improvements made to deliver the water from the Roza facilities to the UGID facilities or the negligence of UGID's employees, agents, tenants, guest, which policy shall name Roza as an additional insured. The policy will provide a 30-day cancellation notice to the additional insureds. UGID shall provide a certified copy of the insurance policy to Roza prior to Roza delivering any water to UGID. UGID shall renew the policy prior to the end of the policy term and shall continue to renew said policy so long as this contract remains in effect. UGID shall, prior to the end of each policy term, provide a certified copy of the insurance policy showing that the policy has been renewed. Failure to renew the policy, cancellation of the policy, and/or failure to provide a certified copy of the insurance policy showing renewal shall, unless waived in writing by Roza, cause the immediate termination of this agreement.
  
9. Permits, Licenses, or Easements. UGID shall be solely responsible for acquiring any permits, licenses or easements from third parties which are necessary for exercise of its rights under this Carriage Agreement.
  
10. Default and Termination. Default shall be deemed to have occurred upon either party's failure or refusal to perform any term or condition of this Carriage Agreement, provided thirty (30) days' notice of default is given to the defaulting party by the non-defaulting party and the defaulting party fails or refuses to either cure or commence curing such default and diligently prosecuting curation efforts to conclusion. In the event of a default on the part of UGID, Roza may terminate this Carriage Agreement and recover the amount of any unpaid remuneration due pursuant to this Carriage Agreement. In the event of a default of Roza, UGID may, at its option, terminate this Carriage Agreement and shall have as its sole remedy recovery from Roza of liquidated damages not exceeding \$500.00. No consequential or special damages shall be recoverable by UGID. In any legal proceeding brought to enforce the terms hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.

11. Notices. Any notice required or permitted by this Carriage Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by U.S. mail, postage prepaid, addressed to the person to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party:

Roza:

Roza Irrigation District  
P.O. Box 810  
Sunnyside, WA 98944

and

Roza Irrigation District General Counsel  
Rettig, Forgette, Iller & Bowers  
8836 West Gage Blvd, Suite 201A  
Kennewick, WA 99336

UGID:

UGID

[insert address]

and

[attorney?]

12. Termination. This Carriage Agreement shall terminate on November 1, 2023, or upon 30 days notice by either party. UGID shall remove any improvements from the Roza canal and right of way immediately upon termination.
13. Water Rights. The parties are fully responsible for their own water rights. UGID shall be solely responsible for obtaining any change in point of diversion or other change to its water rights to allow its water to be diverted and carried in Roza facilities. Roza agrees not to object to any change requested to allow performance of this Carriage Agreement so long as its water rights are not impaired.



14. Assignment. The terms and provisions of this Carriage Agreement are intended to bind and benefit the parties and their respective successors, and assigns; provided, however, that, UGID may not sublet or assign its rights under this Carriage Agreement without the prior written permission of the Roza.
  
15. Controlling Law; Severability; Venue. This Agreement shall be interpreted under the laws of the State of Washington. Should any term or provision of this Agreement, or any part thereof, be held unenforceable for any reason, such unenforceable term or provision, or part thereof, shall not affect the remainder of this contract, it being agreed the provisions hereof are severable. Any suit or action on this Agreement shall only be brought in the Superior Court of Yakima County, Washington.
  
16. Entire Agreement; Severability; Modification; Waiver. This Agreement contains the entire agreement of the parties and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, express or implied, between the parties concerning the subject matter of this agreement. Should any term or provision of this Agreement, or any part thereof, be held unenforceable for any reason, such unenforceable term or provision, or part thereof, shall not affect the remainder of this contract, it being agreed the provisions hereof are severable. This Agreement shall not be subject to modification except by written agreement signed by both parties. Failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver by that party of any such provisions or of the right of such party to thereafter strictly enforce each and every provision of this agreement.
  
17. Authority. Each party represents that it has full authority to execute this Carriage Agreement and has taken all steps necessary to obtain full authority.

DATED the year and day first above written.

Roza Irrigation District

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

Scott Revell, District Manager

Approved by a majority of the Roza Irrigation District Board of Directors in a regularly scheduled or properly noticed special board meeting on \_\_\_\_\_, 2023.

UGID

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

\_\_\_\_\_, Board President


Approved by a majority of the Union Gap Irrigation District Board of Directors in a regularly scheduled or properly noticed special board meeting on \_\_\_\_\_, 2023.

# Item #4

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To: Board of Directors

From: Scott Revell, District Manager 

Date: June 6, 2023

Re: NPDES Aquatic Herbicide Permit update

**Background**

The permit was issued in 2012 and expired in 2017. Work on the renewal has suffered from staff turnover at Ecology and the impacts of COVID-19 on Ecology's staffing availability. The permit has now had three different permit writers assigned to it.

Roza submitted detailed comments on the draft permit in March. Ecology issued partial permit revisions in May, which did not address many of the issues that Roza and other irrigation districts had identified previously. Ecology crafted new permit language that was, in many cases, unresponsive to the issues raised.

Roza has scheduled a meeting with the permit writer and her supervisors on June 9<sup>th</sup>. Staff met with the legal team last week to prepare for that meeting. The WSWRA Director and Ecology Regional Director have been invited to attend, and have attended SVID's individual meeting.

Ecology initially asked that irrigation districts set up individual meetings with the permit writers and supervisors to review the outstanding issues. Several districts did so and Ecology later changed course and set up larger meetings for June 1 and June 7. Additionally SVID's manager and I will also be meeting with the Ecology's Water Quality Program manager on June 7<sup>th</sup>.

We are conveying to Ecology that some of the frustrations with the NPDES permit are borne from other recent Ecology run permitting processes and frustrations with them. Key issues include several items which are outside the scope of aquatic herbicide permit being included in the initial draft and overall lack of response to the specific issues that have been raised and proposed solutions to address them.


Staff has been preparing the administrative record to build a base for an appeal to the Pollution Control Hearings Board (PCHB) since late 2021 and has informed Ecology executives of those preparations.

# Item #5

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To: Board of Directors

From: Scott Revell, District Manager 

Date: June 6, 2023

Re: Ecology Office of Columbia River Future Funding Opportunities

**Background**

Tom Tebb, Director of the State Department of Ecology Office of Columbia River will be in attendance to discuss future funding opportunities.

Staff have discussed conceptual plans for Roza to apply for funding for a canal piping project during the 2025-2027 state budgets biennium, which is will begin on July 1, 2025. The piping work could begin in the fall of 2025 and would likely occur over two winters.

We have also discussed a separate application in the 2027-2029 biennium for major concrete replacement in the Main Canal floor in the Moxee area.

In both cases, the concepts discussed involved the saved water remaining in the river when water supply is above 70%.

# Item #6

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To: Board of Directors  
From: Dave Rollinger, Watermaster *DR*  
Date: June 6, 2023  
Re: Recent Past and Future Maintenance Work

### **Summary for May**

The month of May consisted of maintaining and operating the water distribution system.

### **Staffing**

- Joel Almaguer has been hired as the shop mechanic, his first day was May 22<sup>nd</sup>. Before coming to work for Roza Joel worked for Ag Pro for the last 2 years.
- Jon Vancleave has been hired as a 5 month temporary. Jon graduated from Zillah High School on June 2, 2023.

### **Water Delivery**

- Water diversions through the month of May averaged approximately 550 CFS +/- with a high of 625 CFS and a low of 420 CFS.

### **Distribution System Maintenance**

- Grout crews continue to jet holes and grout behind the Main Canal concrete panels at MP 68.6.
- Trouble shooters cleaned all the Main Canal gravel packs for the first time this year using the Doosan 825 air compressor. Gravel packs normally are cleaned 4 to 5 times a year. It takes one person approximately one week to complete all 60 gravel packs.
- Crews have rodded all the drain pipes for the first time this year in the Terrace Heights and Moxee areas. Drains are normally cleaned 4 time a year. Each rodding cycle takes about a week.
- Trouble shooter cleaned all Main Canal stilling wells for the first time this year.
- Crews have demoed the old ditchrider houses with #120 Roza's 330 excavator at Pump 14, Pump 13.
- Trouble shooters have fixed 4 pipe leaks in May.



- Mowing crews continue mowing the Main Canal, laterals and drains and should be done with the first pass by about June 15<sup>th</sup> +/- . The mowers normally make 3 to 4 passes yearly.
- Crews cored 100' of the ditch bank that was subbing just upstream of Pump 1 High del. 12.
- Crews started mulching and cleaning the Moxee A-Drain and have removed all the beaver dams.
- Roza crews have hauled and placed clay with the Gradall into the Main Canal at MP 64.5 and MP 72.9 to stop water from subbing on to land owner property.
- A land owner flooded the upper bank of the Main Canal causing 300' +/- of bank to sluff in the canal at MP 70.6. The land owner has been notified and will be charged for the repair.
- Crews cleaned vascular vegetation from the Main Canal starting at MP 92.4 to MP 94.8 with a 314 excavator and sickle bucket.

### **Weed Control**

- Sprayers continue to spray 2-4-D on the Main Canal roads.
- Applicators have made a total of 4 treatments in May. One Cascade treatment at 11 ml. for vascular vegetation and 3 Acrolein treatments for algae and vascular vegetation at MP 91.1, MP 84.7 and 74.7. Applicators have also treated all open laterals with Copper Sulfate to control algae.

### **Projected for June**

- Continue mowing the Main Canal, laterals and drains.
- Continue Spraying the Main Canal, laterals and facilities.
- Continue grouting behind the Main Canal concrete lining as manpower allows.
- Demo Pump 8 ditchrider house.

# Item #7

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To: Board of Directors  
From: Scott Revell, District Manager  
Date: June 6, 2023  
Re: District Manager's Monthly Update

### **Miscellaneous Items**

1. USBR Commissioner Camille Touton will be at Roza Dam on June 14<sup>th</sup>
2. Ecology Director Laura Watson and her entire executive team will tour the Yakima Basin on June 13<sup>th</sup>
3. The last payment on the USBR construction loan will be made in December.
4. The 2023-24 winter work program will be presented to the Board at the July meeting.
5. Staff is meeting with several larger lower end water users/farm managers on June 9<sup>th</sup> to review the need for accurate water ordering and management.
6. The office copier has been replaced at a cost of \$11,800.

### **May Meetings Report**

- ✓ System Operations Advisory Committee (SOAC) (May 8<sup>th</sup> & 23<sup>rd</sup>)
- ✓ River Operations (April 4<sup>th</sup> )
- ✓ Yakima Basin Integrated Plan Executive Committee and Implementation Committee monthly meetings (May 10<sup>th</sup>)
- ✓ Plymouth University tour of Roza and the lower Yakima Basin (May 15<sup>th</sup>)
- ✓ Idaho water policy group tour of Roza and the lower Yakima Basin (May 16<sup>th</sup> to 18<sup>th</sup> )
- ✓ Washington Water Resources Association monthly meeting (May 18<sup>th</sup>)
- ✓ Yakima Basin Joint Board (May 19<sup>th</sup>)

- ✓ WIP Dam headworks replacement planning (May 24<sup>th</sup>)
- ✓ WSU et al graduate student and faculty tour & Integrated Plan briefing (May 25<sup>th</sup>)
- ✓ Columbia Cascades Area Office Manager orientation tour (May 30<sup>th</sup> )

# Item #8

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**To:** Board of Directors

**From:** Wayne Sonnichsen, Engineering Manager *WS*

**Date:** June 6, 2023

**Re:** Engineering Manager's Report

**Miscellaneous items of note:**

- Work on the Pump 3 Low ECS project is progressing. The engineering staff have been working on completing a refined initial design and will soon be meeting with landowners.
- Staff is working with Ring Central to make changes to the IVR so that placing multiple water orders is less cumbersome. The current system requires entering the PIN number before placing each order. This was not noticed during the initial buildout of the IVR system and seems not to be a simple fix.
- Yakima County has contracted with a company to administer the American Rescue Plan Act (ARPA) funding they received from the Federal Government. An on-line system was set up for this and all organizations that submitted an initial proposal for funding which were notified they would be awarded funding were invited to several online meetings about how to use the system. Those proposals had to be resubmitted via the new system so that generating agreements and meeting Federal reporting requirements by Yakima County staff would be more streamlined. Additional questions related to local demographics were added to the applications.

Staff submitted the required information and we are awaiting the results of the "Level 1 Review". The County will start processing the completed applications on June 5<sup>th</sup>. They hope to have the majority of the grant agreements in place by the end of June.