



## BOARD OF DIRECTORS REGULAR MEETING

Tuesday, August 8th, 2023 – 9:00A.M.

### AGENDA

1. Consent Agenda (approved with one motion).
  - a. Minutes of July 11<sup>th</sup>, 2023, Regular Board meeting.
  - b. Minutes of July 19th, 2023, Special Board meeting.
  - c. Status of Investments Report – July 31, 2023.
  - d. Treasurer's Report– July 31, 2023.
  - e. Comparative Balance Sheet report for the six periods ending June 30, 2023.
  - f. Statement of Income Expense report for the six periods ending June 30, 2023.
  - g. Claims.
2. Water supply update and drought management.
3. Benton County interlocal agreement.
4. 2023 – 2024 winter work program.
5. Large capital projects/scheduling/funding and prioritization.
6. 2024 vehicle & equipment purchases.
7. Wasteway 5 Re-Regulation Reservoir repair update and authorization.
8. Watermaster's report.
9. District Manager's report.
10. Engineering Manager's report.
11. Executive Session:
  - a. Executive session pursuant to RCW 42.30.110(1)(i). Potential and pending litigation- State v. Acquavella, Terrace Heights Sewer District, Clean Water Act.
  - b. Executive session pursuant to RCW 42.30.110(2)(a)(iii). To evaluate the legal risk of a proposed action.

# Item #1

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

BANK	\$ AMOUNT	INTEREST EARNED	INTEREST RATE	BALANCE
L.G.I.P.	\$19,546,210.25	87,622.22	5.2371%	\$19,633,832.47
U.S. - MIA INV.	\$128.38	0.01	0.09697%	\$128.39
U.S. - SAVINGS	\$1,985.45	1.32	0.02%	\$1,986.77
U.S. - CHECKING	\$72,554.13	23.95	0.01%	\$72,578.08
			<b>TOTAL</b>	<b>\$19,708,525.71</b>

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

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

<b>TOTAL OF ALL CASH</b>	19,708,525.71
<b>MINUS RESTRICTED CASH</b>	638,404.71
(Construction/Reserve/Memo \$)	
(Drought)	4,049,213.59
(WSD)	4,023,258.45
<b>TOTAL O &amp; M CASH</b>	<b>10,997,648.96</b>

**ROZA IRRIGATION DISTRICT  
TREASURER'S FINANCIAL STATEMENT  
July 31, 2023**

	EXPENSE	CONST.	RESERVE	MEMO	TOTAL
Balance First of Month	19,531,473.77	321,770.86	288,000.00	27,715.18	20,168,959.81
Collections	133,582.47	918.67			134,501.14
Miscellaneous	29,152.17				29,152.17
Matured Investments					0.00
Interest	90,308.99				90,308.99
Transfers					0.00
<b>TOTAL</b>	<b>19,784,517.40</b>	<b>322,689.53</b>	<b>288,000.00</b>	<b>27,715.18</b>	<b>20,422,922.11</b>
<b>LESS:</b>					
Voucher Checks Issued	116,099.73				116,099.73
Misc. Checks Issued	598,288.17				598,288.17
Tier 2 Checks					0.00
NSF Check Returned					0.00
Bank Charge	8.50				8.50
Void Check					0.00
<b>TOTAL PAID</b>	<b>714,396.40</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>714,396.40</b>
Balance End of Month	19,070,121.00	322,689.53	288,000.00	27,715.18	19,708,525.71

**COMPARATIVE BALANCE SHEET**  
**Roza Irrigation District**  
**For the Six PERIODS ENDING June 30, 2023**

	CURRENT PERIOD	PRIOR YEAR	DIFFERENCE
CASH IN BANK/CHECKING	128,842.03	220,373.64	(91,531.61)
CASH IN BANK/O & M	19,402,631.74	18,916,594.44	486,037.30
CASH IN BANK/CONST	321,770.86	334,332.21	(12,561.35)
CASH IN BANK/PREPAIDS	27,715.18	27,453.95	261.23
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>20,169,059.81</u>	<u>19,786,854.24</u>	<u>382,205.57</u>
ACCOUNTS RECEIVABLE	17,455.96	202,079.46	(184,623.50)
TOTAL CURRENT RECEIVABLES	<u>17,455.96</u>	<u>202,079.46</u>	<u>(184,623.50)</u>
ASSESSMENT RECEIVABLE/O & M	478,906.97	506,657.50	(27,750.53)
ASSESSMENT RECEIVABLE/CONST	4,312.85	5,763.70	(1,450.85)
ASSESSMENT RECEIVABLE/DELIQUENT INTERES	38,747.54	26,238.81	12,508.73
ASSESSMENT RECEIVABLE/MISC BILLS	1,222.26	1,200.41	21.85
TOTAL ASSESSMENT RECEIVABLES	<u>523,189.62</u>	<u>539,860.42</u>	<u>(16,670.80)</u>
INVENTORY/GAS & OIL	(7,323.01)	4,845.63	(12,168.64)
INVENTORY/VEHICLE SHOP	73,723.88	45,885.79	27,838.09
INVENTORY/SUPPLIES	545,370.94	504,602.68	40,768.26
INVENTORY/EQUIPMENT PARTS	0.00	38,808.20	(38,808.20)
TOTAL INVENTORY	<u>611,771.81</u>	<u>594,142.30</u>	<u>17,629.51</u>
PREPAID INSURANCE	224,163.55	184,992.10	39,171.45
PREPAID SVID JOINT DRAINS	120,289.21	197,632.81	(77,343.60)
PREPAID COSTS/WARRANTYS	903.76	169,802.26	(168,898.50)
TOTAL PREPAIDS	<u>345,356.52</u>	<u>552,427.17</u>	<u>(207,070.65)</u>
TOTAL OF ALL CURRENT ASSETS	<u>21,666,833.72</u>	<u>21,675,363.59</u>	<u>(8,529.87)</u>
LAND & LAND RIGHTS	467,633.44	467,633.44	0.00
BUILDINGS	90,689.05	90,689.05	0.00
ENCLOSED CONDUIT SYSTEM	37,904,537.08	35,899,536.50	2,005,000.58
PUMP UPGRADES	580,422.09	356,459.35	223,962.74
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	7,993,050.11	7,635,133.18	357,916.93
MISC EQUIPMENT	1,146,162.37	1,089,840.37	56,322.00
OFFICE EQUIPMENT	115,681.38	103,023.07	12,658.31
COMPUTER SOFTWARE	44,813.41	44,813.41	0.00
TOTAL CAPITAL ASSETS	<u>80,110,880.47</u>	<u>77,455,019.91</u>	<u>2,655,860.56</u>
BUILDINGS/ACCUMULATED DEPRECIATION	(90,689.05)	(90,689.05)	0.00
ECS/ACCUMULATED DEPRECIATION	(11,612,067.49)	(10,897,815.98)	(714,251.51)
WW6 REREG/ACCUMULATED DEPRECIATION	(336,280.37)	(336,280.37)	0.00

COMPARATIVE BALANCE SHEET  
Roza Irrigation District  
For the Six PERIODS ENDING June 30, 2023

	CURRENT PERIOD	PRIOR YEAR	DIFFERENCE
WW7 REREG/ACCUMULATED DEPRECIATION	(381,817.16)	(353,914.35)	(27,902.81)
WW5 REREG/ACCUMULATED DEPRECIATION	(3,037,681.63)	(2,419,848.07)	(617,833.56)
EQUIPMENT/ACCUMULATED DEPRECIATION	(4,401,773.80)	(4,047,506.44)	(354,267.36)
MISC EQUIPMENT/ACCUMULATED DEPRECIATION	(919,956.69)	(784,851.77)	(135,104.92)
OFFICE EQUIPMENT/ACCUMULATED DEPRECIATION	(93,497.21)	(91,386.73)	(2,110.48)
COMPUTER SOFTWARE/ACCUMULATED DEPRECIATION	(36,817.92)	(27,855.24)	(8,962.68)
CAPITAL ASSETS ACCUM DEPRECIATION	<u>(20,910,581.32)</u>	<u>(19,050,148.00)</u>	<u>(1,860,433.32)</u>
USBR CONST OBLIGATION REC.	0.00	52,332.31	(52,332.31)
TOTAL CONST RECEIVABLE	<u>0.00</u>	<u>52,332.31</u>	<u>(52,332.31)</u>
NET PENSION ASSET	<u>1,148,795.00</u>	<u>3,196,979.00</u>	<u>(2,048,184.00)</u>
TOTAL NET PENSION ASSET	<u>1,148,795.00</u>	<u>3,196,979.00</u>	<u>(2,048,184.00)</u>
TOTAL OF ALL ASSETS	82,015,927.87	83,329,546.81	(1,313,618.94)
DEFERRED OUTFLOWS/PENSIONS	<u>1,161,227.02</u>	<u>391,672.02</u>	<u>769,555.00</u>
TOTAL DEFERRED OUTFLOWS/PENSIONS	<u>1,161,227.02</u>	<u>391,672.02</u>	<u>769,555.00</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS	83,177,154.89	83,721,218.83	(544,063.94)
ACCOUNTS PAYABLE/EXPENSE	116,099.73	1,263,070.78	(1,146,971.05)
ACCOUNTS PAYABLE/USBR/CONST	18,002.14	33,365.39	(15,363.25)
TOTAL ACCOUNTS PAYABLE	<u>134,101.87</u>	<u>1,296,436.17</u>	<u>(1,162,334.30)</u>
ACCRUED WAGES PAYABLE	0.00	58.87	(58.87)
ACCRUED ANNUAL LEAVE PAYABLE	424,370.68	400,997.70	23,372.98
ACCRUED SICK LEAVE PAYABLE	576,482.78	533,157.57	43,325.21
ACCRUED SALES TAX PAYABLE	0.00	10,239.58	(10,239.58)
ACCRUED TAXES PAYABLE	202.53	214.68	(12.15)
FICA TAXES PAYABLE	0.00	10.53	(10.53)
ACCRUED IND INS PAYABLE	23,955.41	40,634.39	(16,678.98)
ACCRUED RET. DEDUC & MATCH	30,303.56	32,673.13	(2,369.57)
MISC PAYROLL DEDUCTIONS	5,998.00	4,711.05	1,286.95
ACCR WA PD LEAVE DEDUCT&MATCH	7,494.20	6,384.91	1,109.29
TOTAL ACCRUED EXPENSES	<u>1,068,807.16</u>	<u>1,029,082.41</u>	<u>39,724.75</u>
DEPOSITS/EXTRA WATER	134.79	141.53	(6.74)
DEPOSITS/ FULL COST WATER	27,715.18	27,453.95	261.23
OVERPAYMENT	0.00	17.74	(17.74)
TOTAL PREPAIDS/DEPOSITS	<u>27,849.97</u>	<u>27,613.22</u>	<u>236.75</u>
CONTRACT PAY/USBR CONST	0.00	52,332.31	(52,332.31)
TOTAL LONG TERM LIABILITIES	<u>0.00</u>	<u>52,332.31</u>	<u>(52,332.31)</u>

COMPARATIVE BALANCE SHEET  
Roza Irrigation District  
For the Six PERIODS ENDING June 30, 2023

	CURRENT PERIOD	PRIOR YEAR	DIFFERENCE
NET PENSION LIABILITY	663,236.00	304,735.00	358,501.00
TOTAL NET PENSION LIABILITY	<u>663,236.00</u>	<u>304,735.00</u>	<u>358,501.00</u>
TOTAL OF ALL LIABILITIES	1,893,995.00	2,710,199.11	(816,204.11)
DEFERRED INFLOWS/PENSIONS	1,210,702.00	3,349,279.00	(2,138,577.00)
TOTAL DEFERRED INFLOWS/PENSIONS	<u>1,210,702.00</u>	<u>3,349,279.00</u>	<u>(2,138,577.00)</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	74,150,320.04	71,796,792.49	2,353,527.55
NET INCOME (LOSS)	5,634,137.85	5,576,948.23	57,189.62
TOTAL UNRESERVED	<u>79,784,457.89</u>	<u>77,373,740.72</u>	<u>2,410,717.17</u>
TOTAL EQUITY	80,072,457.89	77,661,740.72	2,410,717.17
TOTAL LIABILITY, EQUITY & DEFERRED INFLOWS	83,177,154.89	83,721,218.83	(544,063.94)

**STATEMENT OF INCOME EXPENSE**  
**Roza Irrigation District**  
**For the Six PERIODS ENDING June 30, 2023**

	CURRENT PERIOD	2023 YTD	2022 YTD
ASSESSMENT INCOME/O & M	0.00	14,094,693.78	13,512,649.02
ASSESSMENT INCOME/CONST	0.00	1,351.05	1,624.70
TOTAL ASSESSMENT INCOME	0.00	14,096,044.83	13,514,273.72
INTEREST INCOME/INV/DELINQ	1,569.92	10,536.24	9,696.97
INTEREST INCOME/INV/OTHER	88,327.59	443,481.25	41,009.47
TOTAL INTEREST INCOME	89,897.51	454,017.49	50,706.44
RENTAL INCOME/HOUSES	525.78	3,085.44	3,016.20
TOTAL RENTAL INCOME	525.78	3,085.44	3,016.20
DISP OF FIXED ASSETS INCOME	0.00	0.00	969.60
MISC INCOME	0.00	1,366.35	1,805.79
TIER 2 INCOME	0.00	763.81	802.02
MISC. INCOME/HEALTH/SAFETY	11,877.36	51,323.70	50,289.24
MISC INCOME/ AQUALASTIC LINING	0.00	0.00	230,987.50
TOTAL MISCELLANEOUS INCOME	11,877.36	53,453.86	284,854.15
TOTAL OF ALL INCOME	102,300.65	14,606,601.62	13,852,850.51
MC/LINED/BURNING	206.34	11,635.68	13,407.61
MC/LINED/CLEANING	1,884.94	6,539.68	15,145.65
MC/LINED/GROUTING	1,149.65	25,570.28	58,210.39
MC/LINED/REPAIR	331.66	12,953.62	63,420.41
MC/LINED/SEALING	0.00	0.00	231,237.06
MC/LINED/DRAINS	2,737.96	10,808.70	7,302.20
MC/UNLINED/BERMING	121.66	121.66	0.00
MC/UNLINED/BURNING	0.00	39,328.54	30,366.61
MC/UNLINED/CLEANING	1,953.65	26,852.08	39,394.10
MC/UNLINED/CORING	0.00	0.00	20,678.81
MC/UNLINED/REPAIR	31.49	28,598.25	27,940.55
MC/GROUND WEEDS/SPRAY	6,159.20	39,734.84	26,798.60
MC/GROUND WEEDS/PULL	0.00	574.00	792.80
MC/GROUND WEEDS/MOW	26,829.67	78,781.91	103,654.10
MC/AQUATIC WEEDS	10,909.67	155,026.09	146,778.59
MC/STRUCTURES/CLEANING	1,566.40	13,970.08	29,711.59
MC/STRUCTURES/CONST	5,318.47	11,255.53	36,735.20
MC/STRUCTURES/GRAVEL PACK	573.84	21,343.03	18,080.14
MC/STRUCTURES/GROUT	0.00	244.45	134.84
MC/STRUCTURES/REPAIR	2,968.41	16,280.28	39,360.24
MC/WATER MEASUREMENT	1,980.84	12,832.47	5,270.40
MC/SCADA/O & M	785.19	3,177.36	4,502.85
MC/AUTOMATED STRUC/REPAIR	5,354.24	38,699.35	41,881.56
MC/ROADS/CONST	0.00	0.00	411.70
MC/ROADS/BRIDGES,CATTLE GUARDS	0.00	0.00	13,153.94
MC/ROADS/REPAIR	11.67	7,815.48	186,161.44



STATEMENT OF INCOME EXPENSE  
 Roza Irrigation District  
 For the Six PERIODS ENDING June 30, 2023

	CURRENT PERIOD	2023 YTD	2022 YTD
MC/WASTEWAYS/BURN	0.00	3,197.13	4,080.27
MC/WASTEWAYS/CLEAN	2,798.68	6,984.61	374.28
MC/WASTEWAYS/REPAIR	0.00	4,359.16	1,692.84
MC/WASTEWAYS/SPRAY	0.00	0.00	376.72
MC/SIPHON & TUNNELS/CLEAN	0.00	4,896.99	11,982.15
MC/SIPHONS & TUNNELS/REPAIR	815.16	25,624.58	14,744.45
MC/UNDERSHOTS/CLEAN	0.00	6,615.42	11,814.33
MC/UNDERSHOTS/REPAIR	0.00	1,181.52	0.00
TOTAL MAIN CANALS	<u>74,488.79</u>	<u>615,002.77</u>	<u>1,205,596.42</u>
LATERAL/PIPED/CONST	0.00	29,382.05	0.00
LATERAL/PIPED/REPAIR	1,046.10	22,601.98	20,753.00
LATERAL/PIPED/LOCATING	563.60	2,782.48	521.78
LATERAL/OPEN/BURNING	206.34	23,246.40	24,044.74
LATERAL/OPEN/CLEAN	832.60	17,107.96	53,401.17
LATERAL/OPEN/CORING	10,848.37	11,630.10	131.16
LATERAL/OPEN/REPAIR	471.80	11,642.04	13,283.98
LATERAL/GROUND WEEDS/SPRAY	37.50	9,083.56	3,939.02
LATERAL/GROUND WEEDS/PULL	453.44	453.44	1,170.31
LATERAL/GROUND WEEDS/MOW	30,313.07	31,248.81	28,546.85
ECS/REPAIR	17,591.92	128,835.88	180,957.17
ECS/LOCATE	0.00	0.00	1,068.90
LATERAL/AQUATIC WEEDS	1,263.78	2,361.56	2,490.48
LATERAL/STRUCTURES/CONST	0.00	132.38	4,265.00
LATERAL/STRUCTURES/REPAIR	491.52	1,672.49	5,883.72
FLOWMETER/CONST	0.00	0.00	13.25
FLOWMETER/REPAIR	30,849.96	34,035.69	10,946.95
LATERAL/ROADS/REPAIR	11.66	1,780.17	0.00
LATERAL/WASTEWAYS/CLEAN	0.00	975.66	23.10
LATERAL/WASTEWAYS/REPAIR	0.00	100.10	0.00
TOTAL LATERALS	<u>94,981.66</u>	<u>329,072.75</u>	<u>351,440.58</u>
DRAINS/OPEN,TOE/BURN	0.00	1,706.90	3,144.30
DRAINS/OPEN,TOE/CLEAN	147.82	229.84	1,122.31
DRAINS/OPEN,TOE/PULL	0.00	0.00	398.37
DRAINS/OPEN,TOE/MOW	0.00	0.00	167.20
DRAINS/OPEN,OUTLET/BURN	0.00	557.39	3,354.69
DRAINS/OPEN,OUTLET/CLEAN	1,871.85	1,871.85	3,030.90
DRAINS/OPEN,OUTLET/REPAIR	0.00	0.00	1,229.64
DRAINS/OPEN,OUTLET/PULL	0.00	0.00	431.32
DRAINS/OPEN,OUTLET/MOW	0.00	0.00	1,579.54
ROZA MAINT/DID #11/CLEAN	1,849.33	5,715.67	0.00
ROZA MAINT/DID #11/REPAIR	0.00	0.00	10.45
ROZA MAINT/DID #11/MOW & CUT	3,525.73	9,036.01	418.90
JOINT DRAINS/SVID	69,063.62	226,675.60	144,185.96
DRAINS/DID #11	869.08	1,220.79	38,341.74
DRAINS/PIPED,TOE/CONST	0.00	0.00	348.10

STATEMENT OF INCOME EXPENSE  
Roza Irrigation District  
For the Six PERIODS ENDING June 30, 2023

	CURRENT PERIOD	2023 YTD	2022 YTD
DRAINS/PIPED,TOE/REPAIR	1,211.55	4,521.34	1,206.15
DRAINS/PIPED,OUTLET/REPAIR	0.00	0.00	3,109.29
TOTAL DRAINS	<u>78,538.98</u>	<u>251,535.39</u>	<u>202,078.86</u>
PUMP PLANT/PUMP	8,840.06	97,287.16	61,397.68
PUMP PLANT/MOTOR	0.00	53,463.39	31,156.54
PUMP PLANT/CONTROLS	1,975.23	75,744.81	13,741.67
PUMP PLANT/STRUCTURES	67.72	498.23	1,688.38
PUMP PLANT/PIPE & VALVES	0.00	11,717.88	9,746.32
PUMP MAINT SHOP	41.08	232.69	529.68
PUMP PLANT/SCREENS O & M	67.72	874.00	6,887.47
PUMP PLANT/ELECTRICAL STRUCTURES	0.00	29.70	0.00
PUMPS/SILT REMOVAL	0.00	3,895.84	6,310.97
FLOATING PUMP PLANT/STUDY	4,709.60	27,352.20	37,165.52
P14 UPGRADE	0.00	6,412.16	36,325.67
P16 UPGRADE	3,468.60	12,889.70	44,421.27
TOTAL PUMPS	<u>19,170.01</u>	<u>290,397.76</u>	<u>249,371.17</u>
SAFETY	4,992.25	14,141.92	12,212.59
DRUG TESTING	346.16	1,875.28	1,263.65
PORTA POTTY'S	0.00	1,984.37	3,305.78
TOTAL SAFETY/DRUG TESTING	<u>5,338.41</u>	<u>18,001.57</u>	<u>16,782.02</u>
21-22 PRESSURE PROJECT	(225.95)	97,445.18	92,736.26
22-23 PRESSURE PROJECT	(282.07)	468,785.75	570,459.10
23-24 PRESSURE PROJECT	0.00	974,453.84	0.00
TOTAL PRESSURE PROJECTS	<u>(508.02)</u>	<u>1,540,684.77</u>	<u>663,195.36</u>
REIMB/PRIVATE INDIV	2,203.10	11,694.89	7,856.09
TOTAL REIMBURSABLES	<u>2,203.10</u>	<u>11,694.89</u>	<u>7,856.09</u>
EQUIPMENT EXPENSE	(10,268.45)	(27,251.99)	(40,927.62)
EQUIPMENT EXPENSE/MISC	719.38	11,473.58	9,124.58
EQUIPMENT EXPENSE/TOOLS	1,479.53	5,415.79	11,975.62
STOREHOUSE EXPENSE	14,856.40	83,349.65	67,389.58
SHOP EXPENSE	13,318.72	33,007.06	19,410.16
YARD BUILDING EXPENSE	135.40	810.65	596.98
OFFICE BUILDING EXPENSE	5,938.48	16,186.47	2,524.62
SHOP BUILDING EXPENSE	8,785.99	9,188.24	178.92
WAREHOUSE BUILDING EXPENSE	0.00	0.00	280.30
GROUNDS EXPENSE	20,528.05	39,779.96	32,448.68
DISTRICT HOUSES/MISC	5,537.03	6,273.43	134.74
DISTRICT HOUSE/WW3	404.94	574.98	0.00
DISTRICT HOUSE/P8	6,370.59	6,370.59	0.00
DISTRICT HOUSE/P13E	6,037.57	10,255.96	0.00
DISTRICT HOUSE/P13W	237.02	428.96	0.00
DISTRICT HOUSE/P14W	3,413.54	10,553.65	1,085.51

STATEMENT OF INCOME EXPENSE  
Roza Irrigation District  
For the Six PERIODS ENDING June 30, 2023

	CURRENT PERIOD	2023 YTD	2022 YTD
SHOW UP TIME	0.00	0.00	63.52
RADIO	0.00	10,664.12	0.00
UTILITIES/SHOP & WAREHOUSE	450.96	3,842.88	3,142.97
UTILITIES/GATES & WASTEWAY	140.15	416.17	469.93
WW6 REREG/O & M	85.49	5,539.83	37,272.62
WW7 REREG/CONST	0.00	46.20	0.00
WW7 REREG/O & M	1,340.63	11,846.01	2,756.34
WW5 REREG/O&M	0.00	34,194.47	72,211.52
TOTAL EQUIPMENT/BUILDINGS	<u>79,511.42</u>	<u>272,966.66</u>	<u>220,138.97</u>
WATER MANAGEMENT	89,655.57	305,148.13	298,128.12
TOTAL WATER MANAGEMENT	<u>89,655.57</u>	<u>305,148.13</u>	<u>298,128.12</u>
CONTRACT/USBR/STORAGE	0.00	802,000.00	642,000.00
CONTRACT/USBR/RESERVED WORK	0.00	319,000.00	349,000.00
CONTRACT/USBR/POWER	0.00	1,113,350.00	1,113,350.00
TOTAL USBR CONTRACTS	<u>0.00</u>	<u>2,234,350.00</u>	<u>2,104,350.00</u>
ADMIN & GENERAL SALARIES	85,923.20	463,811.29	451,618.11
DIRECTOR'S FEES	0.00	4,224.00	5,760.00
ENGINEERING MATERIALS	0.00	2,721.90	1,992.53
COMPUTER EXPENSE	1,082.81	5,670.07	80.05
COMPUTER PROGRAMS	0.00	4,571.26	0.00
COMPUTER MAINTENANCE	199.00	2,173.28	1,758.01
HEALTH & SAFETY COORD	5,700.57	33,062.77	32,019.59
ANNUAL LEAVE/UNION	14,350.09	71,390.44	61,225.31
SICK LEAVE/UNION	5,431.40	67,936.47	55,476.72
HOLIDAY/UNION	9,403.76	45,995.58	33,623.14
KEPT ON SALARY/UNION	0.00	0.00	2,142.24
ADMINISTRATIVE LEAVE/UNION	0.00	2,519.20	8,273.26
SOCIAL SECURITY & MED TAXES	24,271.68	145,386.49	135,739.07
TAXES/UNEMPLOYMENT/UNION	0.00	0.00	2,128.72
INDUSTRIAL INSURANCE	5,843.16	35,294.14	51,416.65
GROUP INSURANCE/UNION	30,166.38	191,098.08	195,186.82
STATE RETIREMENT	31,645.17	190,119.84	179,545.02
WA. PAID LEAVE	675.11	4,024.80	2,841.77
ANNUAL LEAVE/NON-UNION	6,807.80	30,063.88	37,303.84
SICK LEAVE/NON-UNION	362.72	9,192.51	12,792.28
HOLIDAY/NON-UNION	5,579.60	22,698.76	15,797.42
GROUP INS/NON-UNION	14,265.22	85,591.32	83,659.32
TRAVEL & MILEAGE/ADMIN & SUPV	9,403.04	73,608.82	61,583.80
TRAVEL & MILEAGE/DIRECTOR	2,317.37	7,138.16	2,332.62
TOTAL ADMIN & GENERAL EXPENSES	<u>253,428.08</u>	<u>1,498,293.06</u>	<u>1,434,296.29</u>
ACCOUNTING & LEGAL SERVICES	2,100.00	2,100.00	9,976.00
LEGAL	3,750.00	17,176.44	25,376.18
LEGAL/WATER RIGHTS	<u>2,453.88</u>	<u>88,513.38</u>	<u>81,875.00</u>

STATEMENT OF INCOME EXPENSE  
 Roza Irrigation District  
 For the Six PERIODS ENDING June 30, 2023

	CURRENT PERIOD	2023 YTD	2022 YTD
TOTAL LEGAL EXPENSES	8,303.88	107,789.82	117,227.18
INSURANCE/PROPERTY	3,079.96	18,479.76	15,350.70
INSURANCE/INJURY & DAMAGES	27,279.61	164,419.38	134,391.94
INSURANCE/DIRECTORS & OFFICERS	1,759.98	10,559.88	8,771.82
INSURANCE/OTHER	833.33	5,099.98	5,099.98
TOTAL INSURANCE EXPENSES	<u>32,952.88</u>	<u>198,559.00</u>	<u>163,614.44</u>
PHONE/877-3880	194.57	824.75	791.99
PHONE/973-2441	217.98	871.23	856.35
CELLULAR PHONES	31.35	18,319.24	21,647.96
TOTAL PHONE EXPENSES	<u>443.90</u>	<u>20,015.22</u>	<u>23,296.30</u>
A/P DISCOUNTS	(208.81)	(2,223.30)	(1,849.17)
GIS	201.74	1,533.55	988.87
MISC. TAXES	(0.01)	144.12	215.48
UTILITIES/OFFICE	1,647.83	5,349.79	4,031.24
ROZA-SVID BOJC	0.00	388,977.00	338,166.00
OFFICE EQUIPMENT	0.00	11,035.32	6,422.94
OFFICE EXPENSE	3,107.82	23,206.60	18,544.05
PUBLISHING	362.10	2,278.11	2,929.10
DUES & SUBSCRIPTIONS	0.00	38,449.50	38,384.25
TOTAL MISCELLANEOUS EXPENSES	<u>5,110.67</u>	<u>468,750.69</u>	<u>407,832.76</u>
DEPRECIATION/EQUIPMENT	24,026.46	144,158.76	144,655.20
DEPRECIATION/ECS	59,520.96	357,125.75	357,125.75
DEPRECIATION/WW5 REREG	51,486.13	308,916.78	308,916.77
TOTAL DEPRECIATION	<u>135,033.55</u>	<u>810,201.29</u>	<u>810,697.72</u>
TOTAL OF ALL EXPENSES	878,652.88	8,972,463.77	8,275,902.28
NET INCOME (LOSS)	<u>(776,352.23)</u>	<u>5,634,137.85</u>	<u>5,576,948.23</u>

anges:	From:	To:	From:	To:
Check Number	First	Last	Check Date	7/1/2023 7/31/2023
Vendor ID	First	Last	Checkbook ID	PRE-PAIDS PRE-PAIDS
Vendor Name	First	Last		

orted By: Check Number

Voided Checks

Check Number	Vendor Check Name	Check Date	Amount
06-2023	U.S. BANK	7/26/2023	\$5,020.54
06-23	DEPARTMENT OF REVENUE	7/25/2023	\$408.99
22-23	U.S. BANK/E.F.T.P.S.	7/7/2023	\$40,758.27
23-23	ROZA PAYROLL PAYABLE #29671	7/7/2023	\$115,489.25
23-23	U.S. BANK/E.F.T.P.S.	7/21/2023	\$40,474.04
23-24	ROZA PAYROLL PAYABLE	7/7/2023	\$452.96
23-25	ROZA PAYROLL PAYABLE #29672	7/21/2023	\$107,657.89
68967	DEPARTMENT OF RETIREMENT	7/7/2023	\$1,659.90
68968	ROZA EMPLOYEE BENEFIT FUND	7/7/2023	\$82.00
68969	HOME DEPOT	7/6/2023	\$5,180.35
68970	MITCHELL	7/7/2023	\$5,100.00
68971	TRUEPOINT SOLUTIONS, LLC	7/7/2023	\$1,110.00
68972	U.S. CELLULAR	7/7/2023	\$3,441.02
68973	BRYAN KUKES	7/7/2023	\$75.00
68974	CENTURYLINK	7/7/2023	\$5.43
68975	SYMETRA LIFE INSURANCE CO.	7/7/2023	\$471.46
68976	ROZA IRR DIST PETTY CASH	7/10/2023	\$50.36
68977	NW LABORERS TRUST FUND	7/10/2023	\$52,543.00
69134	DEPARTMENT OF RETIREMENT	7/11/2023	\$55,961.01
69135	JOHN GREENE	7/11/2023	\$35.00
69136	YAKIMA COUNTY G.I.S.	7/11/2023	\$201.74
69137	NOE GUZMAN/C&C JANITORIAL	7/13/2023	\$385.00
69138	BRANDCRAFT MEDIA, LLC	7/12/2023	\$199.00
69139	MIGUEL CASTILLEJA	7/12/2023	\$86.50
69140	OXARC, INC.	7/18/2023	\$56.16
69141	CENTURYLINK	7/18/2023	\$68.23
69142	CASCADE NATURAL GAS CO.	7/18/2023	\$89.34
69143	CENTURYLINK	7/18/2023	\$161.11
69144	PACIFIC POWER & LIGHT CO.	7/18/2023	\$179.19
69145	STAPLES CREDIT PLAN	7/18/2023	\$296.40
69146	KELLEY CONNECT	7/18/2023	\$389.52
69147	ASM AFFIILIATES	7/18/2023	\$420.00
69148	LAD IRRIGATION COMPANY	7/18/2023	\$733.36
69149	ARMANINO LLP	7/18/2023	\$1,010.63
69150	SNAP-ON INDUSTRIAL	7/18/2023	\$1,275.01
69151	QUILL CORPORATION	7/18/2023	\$1,587.80
69152	YAKIMA WASTE SYSTEMS, INC.	7/18/2023	\$2,252.06
69153	PURCHASE POWER	7/18/2023	\$3,606.51
69154	SHANNON & WILSON, INC.	7/18/2023	\$11,869.43
69155	U.S. CELLULAR	7/18/2023	\$3,680.62
69156	CLIFF'S SEPTIC SERVICE	7/18/2023	\$108.00
69157	CLIFF'S SEPTIC TANK SERVICE	7/18/2023	\$248.86
69158	CO-ENERGY	7/18/2023	\$17,483.60
69159	DEPARTMENT OF RETIREMENT	7/21/2023	\$1,659.90
69160	ROZA EMPLOYEE BENEFIT FUND	7/21/2023	\$86.00
69161	AFLAC	7/21/2023	\$554.06
69162	LABORER'S LOCAL UNION 348	7/21/2023	\$2,128.00
69163	AFLAC	7/21/2023	\$72.28
69164	CHRIS CULVER	7/19/2023	\$25.00
69165	GARY ADKINS	7/19/2023	\$25.00
69166	FRANK'S TIRE FACTORY	7/24/2023	\$500.86
69167	KELLEY CONNECT	7/24/2023	\$1,394.15
69168	RETTIG FORGETTE ILLER BOWERS,	7/24/2023	\$3,752.31
69169	RH2 ENGINEERING	7/24/2023	\$6,603.60
69170	CASCADIA LAW GROUP	7/24/2023	\$13,195.13
69171	CO-ENERGY	7/24/2023	\$14,505.85

\* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
69172		PACO VENTURES, LLC	7/24/2023			\$34,766.82
69173		NOE GUZMAN/C&C JANITORIAL	7/27/2023			\$385.00
69174		BRYAN KUKES	7/28/2023			\$25.00
69175		STAR RENTALS	7/28/2023			\$98.94
69176		DEPARTMENT OF REVENUE	7/28/2023			\$202.53
69177		AT & T MOBILITY - CC	7/28/2023			\$395.01
69178		ANATEK LABS, INC.	7/28/2023			\$400.00
69179		WALTER LARRICK	7/28/2023			\$845.85
69180		EMPLOYMENT SECURITY DEPARTMENT	7/28/2023			\$2,852.73
69181		DEPARTMENT OF L & I	7/28/2023			\$23,955.41
69182		EMP SEC DEPT - PAID FAMILY & M	7/28/2023			\$7,494.20
Total Checks: 67						Total Amount of Checks: \$598,288.17

# Item #2

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To: Board of Directors  
From: Scott Revell, District Manager *Scott*  
Date: August 8, 2023  
Re: August 2023 Water Supply Forecast & Drought Management

**2023 Water Supply Update**

- ✓ Water supply forecast remained at 72%, which is the same from the 73% forecast in mid-July. The low-end forecast is 63% supply, which is also unchanged.
- ✓ Storage control began on June 1<sup>st</sup>.

<u>Reservoir storage status on August 3, 2023</u>		<u>Capacity (Ac. Ft)</u>
Keechelus	23%	157,800
Kachess	64%	239,000
Cle Elum	35%	436,900
Bumping	71%	33,960
Rimrock	79%	198,000
Total	49% (71% of avg.)	1,065,400

**2023 Drought Management**

- ✓ Ecology also sent letters to emergency drought relief well permit holders advising them of the potential to use their well if water supply drops below 70% in order to get up to 70% supply. Ecology is sending new letters referencing the 75% threshold.

Mitigation is required through the purchase of senior water that Ecology has arranged with the Selah Moxee Irrigation District with the water user paying 75% and Ecology paying 25% (compared to 50/50 in 2015).

**Other Actions**

- ✓ The pooling deadline has been extended to September 12<sup>th</sup>, which is the second extension.
- ✓ No additional water allocation in October. The water forecasts which Roza receives from USBR are from April 1 to Sept 30. In most full supply years, Roza receives an additional water allocation in October. The 2024 water year begins October 1, 2023. We have been told to expect no additional allocation of water in October in 2023. The only way to guarantee that water is available to Roza growers in October 2023 is to stretch the April 1




to Sept 30 water allocation into October. In order to do that Roza will have to impose further restrictions through Sept 30.

- ✓ Grower behavior/reaction to reduced deliveries. At 72% supply some growers do not take all the water that they have ordered, while some growers are seeking more water.

# Item #3

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To: Board of Directors  
From: Scott Revell, District Manager   
Date: August 8, 2023  
Re: Benton County Interlocal Agreement

**Attachment**

1. Proposed Interlocal Agreement with Benton County

**Background**

The attached agreement will allow for the District to share equipment and supplies with Benton County during emergency situations. Examples would typically include wildfires, heavy snow and storm damage.

Interlocal agreements between local agencies are authorized under state law. The District's insurance follows the vehicle and the equipment no matter on whose behalf it is being used.

The agreement is Benton's County's standards agreement with other agencies and has been reviewed by District Legals Counsel and has been approved as to form, provided the twenty year term is added to comply with the applicable RCW & revision to the indemnification clause.

**Recommended Motion**

I move to authorize the District Manager to enter into the proposed interlocal agreement with Benton County.

**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN BENTON COUNTY AND ROZA IRRIGATION DISTRICT  
FOR GENERAL LABOR, EQUIPMENT, MATERIALS, AND/OR SERVICES THROUGH  
DEPARTMENT OF PUBLIC WORKS**

THIS AGREEMENT is made and entered into by and between Benton County ("Benton") with its principal offices located at 620 Market Street, Prosser, Washington 99350, by and for the Benton County Public Works Department and the Roza Irrigation District ("ROZA") with its principal offices located at 125 S. 13<sup>th</sup> St., Sunnyside, WA, 98944, pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I  
PURPOSE**

- 1.01 **PURPOSE**. The purpose of this Agreement is to set forth the terms and conditions under which the Roza Irrigation District and Benton County may provide labor, equipment, materials, and/or services to the other party, as requested by either party in manner convenient to the party providing the labor, equipment, materials, and/or services. Either party to this Agreement shall make a reasonable effort to assure the availability of labor, equipment, materials, and/or services to the other party. The exact scope of each item or task shall be defined through individual written task orders approved by both agencies.

**ARTICLE II  
ADMINISTRATION AND ORGANIZATION**

- 2.01 **ADMINISTRATOR**. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
- 2.02 Benton's representative shall be the Public Works Manager, or their authorized designee. The Public Works Manager shall be the signing authority for Benton for all task assignments pursuant to this Agreement.
- 2.03 The Roza Irrigation District's representative shall be the District Manager or their authorized designee.
- 2.04 This Agreement is entered into pursuant to RCW 39.34 as an interlocal agreement between the parties. Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are

anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement.

### ARTICLE III DURATION OF AGREEMENT

- 3.01 **DURATION**. This Agreement shall be effective when executed by both parties' authorized representatives and the duration shall be ~~for twenty (20) years ongoing~~ unless terminated ~~earlier~~ in writing by either party pursuant to Article VIII.<sup>[LH1]</sup>

### ARTICLE IV COMPENSATION

- 4.01 **COMPENSATION**. The Roza Irrigation District agrees to reimburse Benton for the costs of the work performed by Benton, based on the actual cost of labor; equipment rental; engineering; materials; and/or services provided; plus all costs for fringe benefits to labor, including, but not limited to: social security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. In addition, thereto, reasonable ~~indirect costs~~<sup>[LH2]</sup> shall be added for overhead expenses for accounting, billing, and administrative services at the county's indirect rate used to bill administration. A certified statement of the costs shall be provided within thirty (30) days of service or equipment rental. The amount invoiced shall be paid to the Benton County Public Works Department within thirty (30) days of billing.

Benton hereby agrees to reimburse the Roza Irrigation District for the costs of the work performed by the Roza Irrigation District, based on the actual cost of labor; equipment rental; engineering; materials; and/or services provided; plus all costs for fringe benefits to labor, including, but not limited to: social security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. In addition, thereto, reasonable ~~indirect costs~~<sup>[LH3]</sup> shall be added for overhead expenses for accounting, billing, and administrative services at the Roza Irrigation District indirect rate used to bill administration. A certified statement of the costs shall be provided within thirty (30) days of service or equipment rental. The amount invoiced shall be paid to the Roza Irrigation District within thirty (30) days of billing.

### ARTICLE V PERFORMANCE OF AGREEMENT

- 5.01 **COMPLIANCE WITH ALL LAWS**. Each party shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 5.02 **COMPLIANCE WITH STANDARDS AND SPECIFICATIONS**. All work shall be completed per the standards and specifications of the party owning the respective property. Where

applicable, if there is no local standard or specification for the work to be performed, the acting party shall comply with WSDOT standards and specifications. If there is no WSDOT standard or specification, the acting party may complete the work as it would to its own property, and at minimum, to local industry standards.

- 5.03 **MAINTENANCE AND AUDIT OF RECORDS**. Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review, and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents, and other materials for the applicable retention period under federal and Washington law.
- 5.04 **ON-SITE INSPECTIONS**. Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state, and local laws, rules, regulations, and ordinances.
- 5.05 **TREATMENT OF ASSETS AND PROPERTY**. No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- 5.06 **IMPROPER INFLUENCE**. Each party agrees, warrants, and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 5.07 **CONFLICT OF INTEREST**. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
- 5.08 **ASSIGNMENT AND SUBCONTRACTING**. No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties' authorized representatives.
- 5.09 **NOTICE**. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be in writing and shall be given as follows:

To Roza Irrigation District:

District Manager  
125 South 13<sup>th</sup> Street  
Sunnyside, WA 98944

To Benton County:

Public Works Manager  
102206 Wisner Parkway  
Kennewick, WA 99338

## ARTICLE VI INDEMNIFICATION

- 6.01 **INDEMNIFICATION**. Each party agrees to and shall defend, indemnify, and hold harmless the other party, its appointed and elective officials, officers, agents, and employees, from and against all loss or expense, including, but not limited to judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the party to be indemnified, its elected or appointed officials, officers, agents, or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, when such injury to persons or damage to property is due to the negligence of indemnifying party, its elected officials, officers, employees, or their agents, except when such injury or damage shall have been occasioned by the sole negligence of the party seeking indemnity, its appointed or elected officials, officers, agents, or employees. It is further provided that no liability shall attach to a party by reason of entering into this Agreement, except as expressly provided herein. The Roza Irrigation District and County expressly waives the immunity under Title 51 RCW (Industrial Insurance statutes) and acknowledges that ~~its~~their waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that its promise to indemnify and hold harmless applies to all claims filed by and/or injuries to its own employees.
- 6.02 **SURVIVAL OF INDEMNITY OBLIGATIONS**. The parties agree all indemnity obligations shall survive the completion, expiration, or termination of this Agreement.

## ARTICLE VII DISPUTES

- 7.01 **TIME**. Time is of the essence of this Agreement.
- 7.02 **GOVERNING LAW AND VENUE**. In the event of a dispute regarding the enforcement, breach, or interpretation of this Agreement, the Roza Irrigation District's District Manager and the Benton County Administrator shall first meet in a good faith attempt to resolve such dispute. In the event they are unable to resolve such dispute, either individually or with the assistance of a mediator, the dispute shall be resolved by arbitration pursuant to RCW 7.04A; with venue being placed in Benton County, Washington; with all parties waiving the right of a jury trial upon de novo appeal, if any.
- 7.03 **ATTORNEY'S FEES**. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration, or proceeding.

## ARTICLE VIII TERMINATION

- 8.01 **TERMINATION**. Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice

under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## ARTICLE IX GENERAL PROVISIONS

- 9.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended, or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence, or omission and shall not constitute a waiver as to any other term or condition, or future act, occurrence, or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

Task assignments, insofar as they are considered changes, modifications, or amendments, shall be exempt from adoption by resolution of Benton's legislative authority, instead being adopted by signature of Benton County's Public Works Manager, per Item 2.02.

- 9.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, subcontract, or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 9.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
- 9.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference will be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.



9.05 **SIGNATURES.** By signing below, the parties consent to conduct this transaction by electronic means, and expressly agree that this Agreement can be signed in counterpart via original or electronic signature. The parties further agree that a copy of the fully executed Agreement shall have the same force and effect as the original.

9.06 **FILING.** This Agreement shall be filed pursuant to RCW 39.34.040.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Commissioner

**APPROVED:**

BOARD OF DIRECTORS  
ROZA IRRIGATION DISTRICT

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Member

**ATTEST:**

By: \_\_\_\_\_  
Clerk of the Board

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
LeeAnn Holt, Deputy Prosecuting Attorney

# Item #4

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To: Board of Directors  
From: Scott Revell, District Manager *Scott*  
Date: August 8, 2023  
Re: 2022-23 Winter Work Program

### **Attachment**

1. Proposed 2023-24 Winter Work Program

### **Background**

Staff has prepared an extensive list of maintenance projects for the coming off season. Each project has an estimated cost. Some of the projects will address maintenance issues that have arisen during the 2023 irrigation season. There are also several projects from last winter's program which were not completed for various reasons that will be finished this winter. There are a couple of projects which can occur during the irrigation season and are included on the winter list for financial planning and work tracking reasons.

### **Projects**

The projects include:

- The second phase of the Pump 14 ECS project and 5 minor piping projects.
- Piping two segments of open (or old concrete piped) lateral canal at Pump 2 to that are very difficult to maintain.
- Replacing the last 3 siphon drain valves.
- The initial maintenance clean out of the Main Canal downstream of MP 59 to the tail end to remove sediment.
- Several road repair/improvement projects.
- 15 main canal concrete panel repairs.
- Pump station and canal automation upgrades as listed in the revised 2022-26 capital plan.
- 20 courtesy valves (13 will remain)
- Wasteway 3 tail end clean out
- \$600,000 of Aqualastic concrete sealing in the Main Canal in Moxee (state grant funds)
- Removal of 5 more dead turnouts from the Main Canal embankment (this is year 2 of a five year schedule)
- Installing 2 of the 16 monument signs on county road crossings of the Main Canal O&M road.
- Installing 4 more Main Canal access control gates.
- The siphon valve replacement program will also be completed this winter.

**Project Funding**

The projects cost an estimated \$3,151,400 which will be funded as follows:

\$ 2,400,000	2023 O&M budget for enclosed conduit system (ECS)
\$ 104,000	2023 O&M budget (beyond ECS)
\$ 194,000	2022 Capital plan
\$ 98,000	2023 Capital plan
\$ 97,150	Prior appropriations by the Board
\$ 23,000	Terrace Heights Irrigation District (requires THID concurrence)
<u>\$ 260,350</u>	<u>Re-programmed 2023 O&amp;M budget funds</u>
\$3,176,500	Total work plan

There are projects which are funded in both the 2022 and 2023 budgets (O&M and capital).

The Wasteway Re-regulation Reservoir repairs will also occur this winter and be presented to the Board separately for approval.

**Recommended Motion**

I move to approve the proposed winter work program and authorize the funding schedule as presented.

### 2023-2024 Winter Work Plan

Number	Maintenance Item	Cost Estimate	Unbudgeted 2023/2024 Expenditure	2022 Dollars In Capital Plan	2023 Dollars In Capital Plan (being used this winter)	2023 O&M Budget	Previously Appropriated
<b>Laterals</b>							
1	ECS --> P14, 11.7	2,400,000				2,400,000	
2	P2LL Del 11A 460 ft(320 ft landowner - \$3,200, 140 ft Roza \$1,400), P2HR - 300 ft (replace concrete pipe with PVC) (Roza Portion)	1,400	1,400				
3	P2HR - 300 ft - 36" PVC	33,000	33,000				
4	Courtesy valves (20) (\$1,900 each) (13 Remaining)	57,000	57,000				
5	2 - Main Canal Turnout screens - 31.1, 34.2 (new install)	5,000	5,000				
<b>Drains</b>							
1	Morrison Drain - 32.8 - add cleanouts	1,000	1,000				
2	Long Stick Excavator Rental - Moxee A-drain (paired with WW3 Cleanout; 75% of \$33K)	24,750	24,750				
<b>Main Canal</b>							
1	Huesker liner project - 94.4 350 ft	11,000	11,000				
2	M.C. Cleanout 59.0 to 84.6 (\$7K fuel) (funded in 2022/2023) *	7,000					7,000
3	Siphon Valves - valve install, already purchased siphon 8						
4	Aqualastic Project - State funded \$600K						
5	Maintenance Ladders - 4 Ladders per concrete lined section siphon, 4 siphons	2,000	2,000				
6	Clean sage brush off Main Canal Lining						
7	upstream siphon fencing revision at siphon 8	3,000	3,000				

\* Not Completed

Number	Maintenance Item	Cost Estimate	Unbudgeted 2023/2024 Expenditure	2022 Dollars In Capital Plan	2023 Dollars In Capital Plan (being used this winter)	2023 O&M Budget	Previously Appropriated
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**Check Structures**

1	Paint Main Canal 29.2 (WW3) Radial Gates (funded in 2022/23) *	300	150				150
2	Check Repair (Drought Fund) - \$1,000 funded in 2022/23	500	500				

**Bridges**

1	WW3 two bridges need hand rails. (6005?)	2,000	2,000				
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**Wasteways**

1	WW3 Tail end work (equipment rental only; paired with Moxee A-drain, 25% of \$33K for rental, fuel, transport, and Overtime)	8,250	8,250				
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**Roads/Gravel**

1	Grade & Gravel Main Canal roads	75,000				75,000	
2	Reclaim / Rebuild high side road (33.2 to 33.8) (fuel and gravel costs) (3,300 ft) (funded in 2022/23) *	10,000					10,000
3	WW5 Reservoir - Gravel road to monitoring wells.	2,000				2,000	
4	WW5 Reservoir - Gravel road next to spillway.	2,000				2,000	
5	Pump plant maintenance/repair (build up and gravel yards) (P8, P9, P5) (funded in 2022/23) *	5,000					5,000
6	Pump 5 maintenance road (funded in 2022/23) *	1,000					1,000
7	Main Canal road gates (4) (\$3,000 each) T.H. drive 2 gates, Truhlicka, Faucher	12,000	12,000				

\* Not Completed

Number	Maintenance Item	Cost Estimate	Unbudgeted 2023/2024 Expenditure	2022 Dollars In Capital Plan	2023 Dollars In Capital Plan (being used this winter)	2023 O&M Budget	Previously Appropriated
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**Concrete Work**

1	Extend undershot walls --- (63.8 and 65.1 ---> \$30,000 each, 90.4 ---> \$20,000) (funded, purchased in 2022/23) * (culvert pipes have been purchased - \$20K) Concrete cutting needs to be done. (net \$30K underspent)	30,000					30,000
2	Extend turnout headwalls (57.0 downstream) (3 or 4) (Need to do about 10) \$500 each (funded in 2022/23) *	2,500	500				2,000
3	Repair undershot walls (90.4, 65.1 entrance and exit) (funded in 2022/23) *	9,000					9,000
4	Monument signs (16 to do) doing 2, 14 remaining (\$130 each)	1,000	1,000				
5	Panel replacement (15) \$3,130/panel (\$960 concrete cutting, \$1,320 concrete/steel, \$800/pumper truck mob, \$50 pumper truck/panel) (5 pumper truck mobs) & 2 toe panel repairs.	45,000	30,000			15,000	
6	Remove 5 old turnout structures (26 structures to do) (\$15/yard disposal)	1,000	1,000				
7	58.3 H/S turnout removal	400	400				
8	Siphon 10 - extend valve box upward	1,000	1,000				

**Electical/Electronic/Measurement/Pump Plant**

1	94.8 Install modem and MMI (need to purchase modem) (funded in 2022/23) * (\$5k underspent)	2,000					2,000
2	P8 Clamp-on flowmeter (funded, but redirected - 2022/23) *	10,000					10,000

**Pump Station and Canal Automation Upgrades**

<b>Cabinets &amp; Components</b>							
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\* Not Completed

Number	Maintenance Item	Cost Estimate	Unbudgeted 2023/2024 Expenditure	2022 Dollars In Capital Plan	2023 Dollars In Capital Plan (being used this winter)	2023 O&M Budget	Previously Appropriated
1	P10 Control cabinet / Add SCADA (reconfigure lateral headworks) (\$100K for pumpstation upgrades, \$65K to reconfigure piping) Parts purchased (how much has been spent?)	165,000	15,000	150,000			
	<b>Emergency Floats - 2 TBD (\$2,000 per unit)</b>	24,000		12,000	12,000		
	<b>Station Service Fuses</b>						
1	Station service fusing (fuses purchased 2021, just need to install) (\$9,000/fuse) Pumps 2, 4, 17 done, 3 more TBD	27,000	6,000		21,000		
	<b>Motor Protection Relays (trying to find a suitable replacement) * Trying to find suitable replacement</b>	36,000		18,000	18,000		
	<b>Main Canal PLC &amp; Motor Controllers - 3 (not yet purchased) (@\$8k/each)</b>	32,000	4,000	14,000	14,000		
	<b>Stilling Wells</b>						
1	Main Canal stilling wells -- 5 (\$3,700 each) (TBD) (84.7 (WW6) New sensors and gauge (need more accurate level measurement)-\$2,000)	20,000			20,000		
	<b>Misc.</b>						
1	Install water fill-up stations at pump plants (funded in 2022/23) *	21,000					21,000

\* Not Completed



Number	Maintenance Item	Cost Estimate	Unbudgeted 2023/2024 Expenditure	2022 Dollars In Capital Plan	2023 Dollars In Capital Plan (being used this winter)	2023 O&M Budget	Previously Appropriated
2	Pump Plant vacuum pump upgrades -- 2 plants	13,000			13,000		

**O&M Projects**

1	Spray Main Canal roads						
2	Clean rocks off Main Canal						
3	Clean gravel packs (let out during off-season)						
4	Pump plant forebay cleaning (all plants as needed) (about 7/year)						
5	Main Canal Embankment Repair (47.2, 48.1, 57.9, 72.9) (fuel costs)	3,800	3,800				
6	Lateral cleanout/Drains	7,000	7,000				
7	Tree cutting - (12.5, 12.9, 13.3, 13.6, 15.0)	35,600	25,600			10,000	
8	Main Canal Right-of-way encroachments (Make a list of areas)						
9	Remove brush on lined canal and WWs						
10	Clean pickup drains						
11	Dirt, regravels and install posts around FM pads as needed on ECS laterals	2,000	2,000				

**Terrace Heights ID (THID Funded)**

1	THP Lateral --- Huesker Liner (previous install cost \$11,557)	12,000	12,000				
2	Pump work and priming system Priming system for THID pumps - \$6K, Pump rebuilds -2@\$2.5k/ea.	11,000	11,000				

**Inspections**

1	19.5 Check repair (wood check inspection)						
2	Inspect all Main Canal gates						

Number	Maintenance Item	Cost Estimate	Unbudgeted 2023/2024 Expenditure	2022 Dollars In Capital Plan	2023 Dollars In Capital Plan (being used this winter)	2023 O&M Budget	Previously Appropriated
3	Inspect and repair WW3 Sluice Gate (unknown cause of gate sticking)	2,000	2,000				
4	Inspect Main Canal Radial Gate hinges at 29.2 (WW3)						
5	Inspect gates and motor at WW5						

**District Properties**

1	Subtotal Cost	3,176,500	283,350 **	194,000	98,000	2,504,000	97,150
2	Minus ECS	776,500				104,000	

WW5 Reservoir Embankment Repair to be funded separately.

\$225K to \$290K

\*\*THID is included in unbudgeted column.

# Item #6

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To: Board of Directors  
From: Scott Revell, District Manager  
Date: August 8, 2023  
Re: 2024 Vehicle and Equipment Purchases

### **Background**

There are unexpected opportunities to purchase up to four pickup trucks and an excavator before the start of the 2024 fiscal year in January. One additional vehicle originally planned for purchase in 2024 was purchased in mid-2023, using reprogrammed 2023 funds.

### **Vehicles**

The District's 2024 replacement schedule includes:

- 1 Ditchrider pickup (\$45,805) {Chev 1500 standard cab 2x4 4cyl. w/ 8 ft. box}
- 3 Supervisor pickups (\$167,086) \$55,695/ea. {Chev 1500 double cab 4x4 V8 w/ 6.5 ft. box}
- 1 Pump shop truck

The total for the five vehicles to roughly \$273,000 with tax. Pickups are available on the state purchasing pool for the first time in over a year. Lead times are typically 90 to 120 days at least but have been longer.

The Pump truck is not yet available on the state purchasing contract. It is expected to cost \$60,000 +/-.

### **Equipment**

The older of the two CAT 314 excavators (#121) is scheduled to be replaced in 2024.

The supervisors recommend replacing #121 with a John Deere 135. A machine can be purchased for \$289,580, via the state purchasing pool including tax and freight. GPS equipment is \$84,676 and was appropriated separately in late 2022.

Staff proceeded to order the machine in July with the expectation that it would be available in early 2024. Unexpectedly the machine is available immediately, although the buckets are roughly 60 days out. If acceptable to the Board the machine can be purchased now.


The Cat 314 can be surplussed when the new machine arrives. It is being appraised and is expected to be valued at \$35,000 to \$50,000. Staff have begun contacting other irrigation districts to see if any are interested in purchasing it. The machine has 9,100 hours on the meter.

# Item #7

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**To:** Board of Directors

**From:** Wayne Sonnichsen, Engineering Manager 

**Date:** August 8, 2023

**Re:** Wasteway 5 Reservoir Embankment Repair.

**Attachments:**

1. Email from Stan Boyle dated July 12, 2023.
2. Plan View of Reservoir Embankment

**Background:**

On July 10<sup>th</sup> staff cut five holes in the WW5 Reservoir liner to determine the extent of the damage done to the geocomposite drainage system and were able to observe that the extent of the soil movement is confined to a 23 ft by 160 ft rectangular area which starts about 16 vertical feet below the top of the embankment.

Stan Boyle, geotechnical engineer from Shannon & Wilson drove from Bellevue to help assess the situation as holes were cut in the liner. He summarized the onsite observations and discussion in the attached email dated July 12 and plan view drawing of the reservoir embankment.

An online meeting was held July 26<sup>th</sup> with representatives from Coletanche (the liner supplier), HDR Engineering, Shannon & Wilson, and staff to discuss options for removal and re-laying the liner in order to repair the subgrade of the embankment. A follow-up meeting was held Tuesday, August 1<sup>st</sup> with HDR and Shannon & Wilson engineers work out the details of the repair work.

The consensus was that minimal work needs to be done to repair the slope under the liner and add in some new geocomposite drainage material. By filling in the area upstream of the embankment so that water is unable to pool, the amount of water that would be able to pass through to the reservoir invert becomes very small.

The Anderson's, who own the land to the north of the reservoir where much of the fill material will be deposited, have indicated that they will grant a construction easement to do the work on their property. A purchase price of the easement has not yet been discussed.

The source material to be used to fill the area upstream of the embankment is the material taken from the reservoir site and deposited in the draw to the west of the reservoir. In order to achieve good compaction in the fill area, the moisture content of the soil at the borrow site will need to be brought up from about 2%

to about 16%. The District will level and rip the site allow irrigation water to infiltrate. The soil needs to be moisturized to a depth of about 5 feet to provide enough fill material.

HDR Engineering will be creating most of the drawings necessary for the construction contract documents. This work started late in the first week of August. District and HDR staff are working with the intent to have the bid and contract documents completed within two to three weeks, which may enable a solicitation for bids with a bid opening on or before September 8<sup>th</sup>. Construction is anticipated to be complete by November 17<sup>th</sup>.

The details of the quantities of soil to be moved are still being worked out, but a rough estimate is 26,000 cubic yards. The estimated cost of the soil fill portion of the project is between \$225k and \$290k. The cost of repairing the invert side of the embankment is expected to be between \$70k and \$140k.

**From:** Stan Boyle <[Stan.Boyle@shanwil.com](mailto:Stan.Boyle@shanwil.com)>

**Sent:** Wednesday, July 12, 2023 5:46 PM

**To:** Schweissing, Stan <[Stan.Schweissing@hdrinc.com](mailto:Stan.Schweissing@hdrinc.com)>; Clinton Wilson <[Clinton.Wilson@shanwil.com](mailto:Clinton.Wilson@shanwil.com)>; Schweissing, Stan <[Stan.Schweissing@hdrinc.com](mailto:Stan.Schweissing@hdrinc.com)>

**Subject:** Roza WW5 Re-Regulation Reservoir 07-11-2023 Site Visit Notes - S. Boyle

All,

My notes from meeting on site at the reservoir with Roza Irrigation District personnel on July 11, 2023 follow. Wayne, if I have missed anything or you have more to add, please add to these notes. – Stan B.

Attendees:

RID: Wayne Sonnichsen, Steve Hayman, Dave Rollinger, Dave \_\_\_\_ (Maintenance), and 3 other Roza maintenance/field staff

S&W: Stan Boyle

I arrived on site about 12:30 PM and left the site about 2:30 PM  
Wayne, Steve, Dave, and Dave arrived on site just before 1:00 PM

Dave R. informed me the water in the reservoir at the time of the site visit was about 33.87 feet above bottom of reservoir. The elevation of the bottom of the largest below-liner slump, near the top elevation of the white bathtub rings on the liner is about 49 feet above the bottom of the reservoir. Bottom of reservoir is about EL 1136.50 ft.

The water surface elevation is lower than it was during my last visit in January 2023. The slumping below the liner does not extend all the way down to the current reservoir water surface elevation. The slope length of the affected area from the edge of concrete at the spillway to about 10 feet slope length below the bottom of slumped soil (below the liner) is about 190 feet, based on measurement made by Wayne and Stan B. using a cloth tape. The measurement was made along a tangent section of the reservoir, slope about 4H:1V, – the measurement was not made in the flatter sloped area around the head end of the reservoir. The horizontal width of the area with slumped ground below it, plus about 10 feet on either side beyond the slumped zone, was measured to be about 184 feet. I.e., about 164 feet slumped ground width, plus 10 feet beyond on either side. These measurements were made to estimate the surface area of liner that might be needed if the existing liner is determined to not be reusable and new liner needed over the entire area.

RID representatives cut 4 holes through the liner at about 4 feet elevation above the current reservoir water surface elevation. The holes were cut through the liner and through the drainage composite to allow the soil to be observed. Three of the holes were cut to the right (looking downstream) of the flattest part of the interior slope in the crotch of the bend. The soil under these cuts was moist and firm/dense. One hole was cut in the crotch of the bend. The soil below the liner at this location was wet, with free water on the surface, but also firm/dense.

Based on non-uniformity of the surface and a depression in the surface going up the crotch of the bend, I interpreted that soil had been eroded from below the liner and drainage composite – allowing the liner surface to be pushed down about 2 to 4 inches.



We discussed installing large diameter wells upstream of the reservoir into which sump pumps could be placed should a storm event occur. Installing these wells prior to placing the new fill would allow them to be installed deeper more readily. The wells would not be used except when the groundwater is shown to be rising in the monitoring that is installed in the upstream spillway. If the fill placement and shaping reduces infiltration upstream of the reservoir sufficiently to allow the drains installed in the interior reservoir slope to keep up with the infiltration, and limit groundwater buildup, the need to install sump pumps in the wells may not occur. But, having the wells installed would make them available should dewatering to lower groundwater levels be found necessary.

Wayne said he had a quote from Coletanche for replacement liner material of about \$1.27 / sf (plus tax). Material is available in Montreal, and could be delivered within a couple weeks. We discuss how much of the existing liner material might need to be replaced. Concerns include stretching of existing liner due to it being unsupported in areas where the slump occurred, preparation of and reliability of welding of new liner material to existing liner material, handling of liner material when removed, and folding of existing liner material out of the way. Stan B. stated that replacing the liner where the biggest slope setdown is and where wrinkling of the liner in the crotch of the bend in the interior slope would probably be best. In other areas should consider potential extent of stretching and new-liner bonding to old liner in selecting which portions of the liner to completely replace and assessing if and which portions of the liner might be considered for reuse.

**Stan Boyle, PhD, PE\*, DGE, M.ASCE**

VICE PRESIDENT

 **SHANNON & WILSON**

PO Box 300303  
400 N 34th Street, Suite 100  
Seattle, WA 98103  
[shannonwilson.com](http://shannonwilson.com)

Phone: **(206) 632-8020**  
Mobile: **(206) 715-3704**

[stan.boyle@shanwil.com](mailto:stan.boyle@shanwil.com)

\*WA, AK, CO, ID, PA, NH, VT, ME



**HR**

ISSUE DATE	DESCRIPTION	PROJECT NUMBER
		10370123

PROJECT MANAGER	DESIGNED BY	REVIEWED BY	DRAWN BY
	S. SCHWENNING	O. KENDALL	

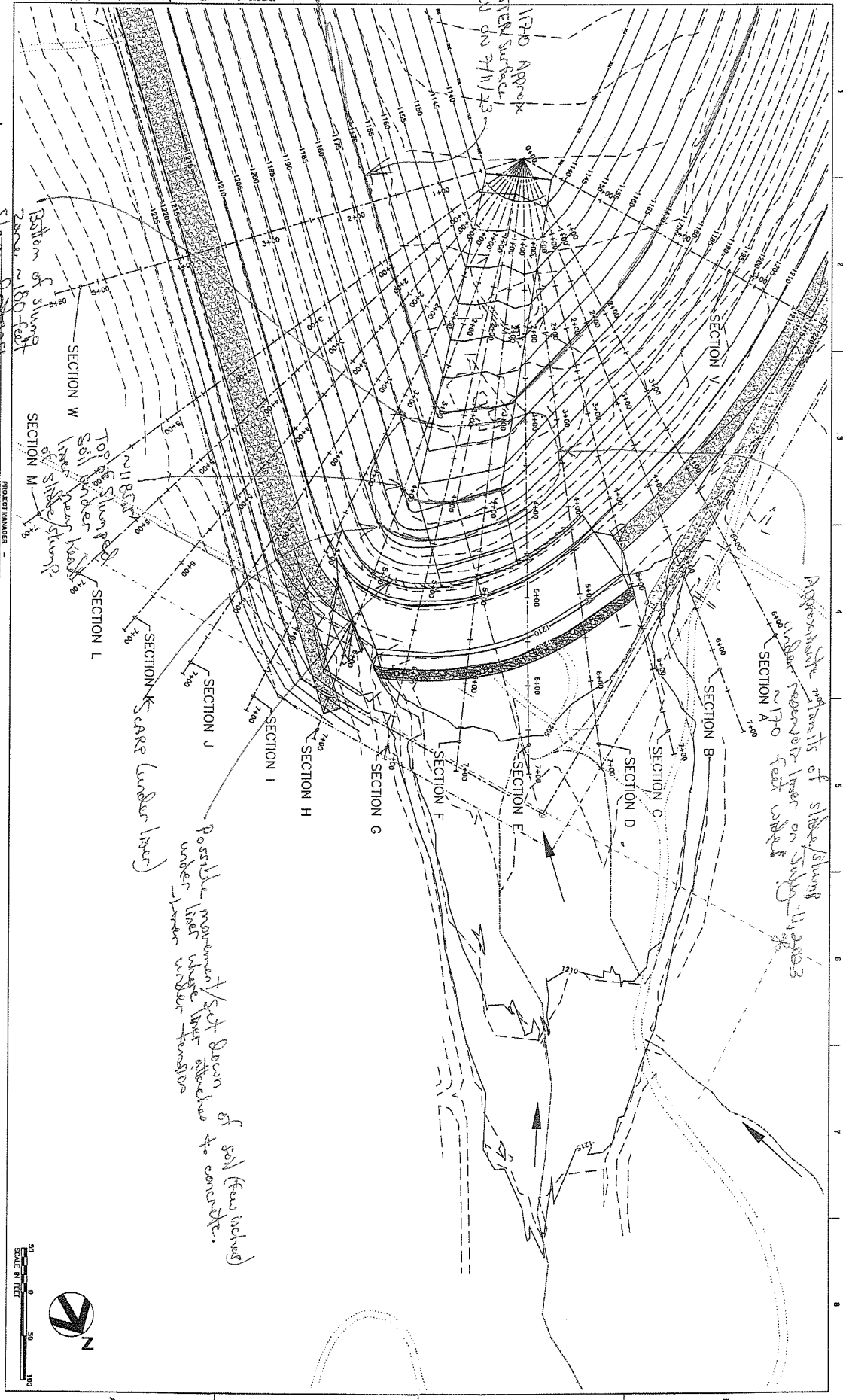
**ROZA IRRIGATION DISTRICT**  
**WASTEWAY 5 RE-REGULATION RESERVOIR**  
**FINAL CONSTRUCTION**

**SECTION PLAN VIEW**



FILENAME: 20-C-001B.dwg  
 SCALE: AS NOTED

SHEET  
 20-C-001B



# Item #8

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To: Board of Directors  
From: Dave Rollinger, Watermaster *DR*  
Date: August 8, 2023  
Re: Recent Past and Future Maintenance Work

### **Water Delivery**

- Water diversions were reduced from 810 CFS (21pts/40) to 780 CFS (18pts/40) on Monday July 24<sup>th</sup> and most farmers have started using their full water allotment and are taking all ordered water at 18pts.

### **Distribution System Maintenance**

- Troubleshooters cleaned Main Canal gravel packs for the 3<sup>rd</sup> time for the year, gravel packs are cleaned 4 to 5 times a year.
- Troubleshooter's have rodded piped drains in the Moxee area for the second time this year. Drains are cleaned 4 times a year.
- Trouble shooters have replaced all exterior doors and painted the lower end office and garage. Two of the doors (one on the garage and one on the office) were framed in and new siding was installed to help make the property more secure.
- The mowing crews have completed the second pass on the Main Canal and drains and have started mowing open laterals.
- The dirt bank at M.P 32.8 ramp has been recompact back to the original design after being removed to make room for the crane that helped in the check structure repair at the beginning of the 2022 water year.
- The grout crew continues to grout voids behind the Main Canal concrete lining at MP 68.6 as man power is available. The grout crew has grouted a total of 27 days due to being short staffed.
- Crews have resumed grading and graveling Main Canal roads at MP 30.3 downstream to 31.5 completing a total of 1.2 miles this year.
- Troubleshooters have formed and poured 4 of the 6 scheduled Main Canal monument signs at county road crossings at MP 21.7 and 62.2, leaving 20 monument signs until complete.

- Crews cleaned vascular weeds from the bottom of the Main Canal with a Cat 314 excavator and sickle bucket from MP 94.8 upstream to 92.4.
- Crews have cleaned the intake end of the MP 28.7 undershot structure and will jet the culvert under the Main Canal as man power is available.
- Trouble shooters have made 5 pipe repairs in the month of July.
- Pump mechanics have been doing normal preventive maintenance. The Pump 15 intake sweep suffered a speed reducer/motor failure. The replacement cost was \$3,500 +/-.

### **Weed Control**

- Sprayers continue to spot spray puncture vine on the Main Canal, laterals and facilities.
- Applicators have made a total of 5 Main Canal treatments in July.
  - ✓ 1 Main Canal Cascade treatment at 11mile.
  - ✓ 4 Main Canal Acrolein treatments to control algae and vascular vegetation.
  - ✓ Applicators also treated all open laterals with copper sulfate to control algae.

### **Equipment**

- The new grout machine arrived on July 6, 2023 and the final cost was \$34,766.
- #114 our 2016 Gradall XL 5100 boom was not telescoping and contracting properly. The Roza shop was not set up to pull the boom apart and replace the worn parts. Pape Machinery removed the boom cylinder to repack and replace cushion valve, boom valve block. Inspected spool valve and cushion spool.
- A John Deere 135p excavator has been ordered for \$289,580.
- The new 80 gallon Ingersoll Rand air compressor has been installed in the shop replacing the old 1950's era air compressor.

### **Projected for August**

- Continue mowing the Main Canal, laterals and drains.
- Continue spot spraying puncture vine on the Main Canal, laterals and facilities.
- Continue jetting and grouting voids behind the Main Canal concrete lining as man power allows.
- Continue to treat the Main Canal and laterals for algae and vascular vegetation.
- Continue to clean undershot drains as man power allows.
- Continue to clean drains as man power allows.

# Item #9

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To: Board of Directors  
From: Scott Revell, District Manager *Scott*  
Date: August 8, 2023  
Re: District Manager's Monthly Update

**Attachments**

1. Resolution 1-2023 Emergency Drought Declaration

**Miscellaneous Items**

1. The Assistant Secretary has emailed a link to the required training that Board members must complete on the Open n Public Meetings Act and the Public Records Act. The training can be completed online.
2. The first bill for the safety of dams repair work at Kachess Dam has been received in the amount of \$368,807 pursuant to the contract with USBR.
3. YTID has hired a new manager Travis Okleberry, who will overlap with Rick Dieker, who will retire in February.

SVID began recruiting for a manager in July. Lori Brady will retire in summer 2024.

Chuck Garner retired from USBR at the end of July.

4. A \$4,800 contract amendment was executed with HSM Associates for historical mitigation work related to the Pump 9 ECS project. The amendment was made necessary due to difficulties with consultant accessing documents in RSBOJC's Square 9 archiving system.
5. The September Board meeting was moved one week to September 12<sup>th</sup>.
6. The annual Yakima Basin Joint Board tour will be on Thursday September 28<sup>th</sup>.
7. The Family Farm Alliance dinner at the Black Rock Arena east of Moxee at 6 p.m. on Wednesday September 13<sup>th</sup>
8. I will be on vacation from August 10<sup>th</sup> through August 22<sup>nd</sup>.

## **July Meetings Report**

- ✓ System Operations Advisory Committee (SOAC) (June 5<sup>th</sup>)
- ✓ River Operations (July 5<sup>th</sup>)
- ✓ WSDAg/Kansas Ag dept tour (July 10<sup>th</sup>)
- ✓ Yakima Basin Integrated Plan Executive Committee and Implementation Committee monthly meetings (July 12<sup>th</sup>)
- ✓ DID #11 2024 budget review (July 18<sup>th</sup>)
- ✓ WSWRA (July 19<sup>th</sup>)
- ✓ Systems Operating Advisory Committee-SOAC (July 19<sup>th</sup>)
- ✓ Yakima Basin Joint Board (July 28<sup>h</sup>)
- ✓ Presentation to the Joint Legislative Committee on Water Supply during Drought (July 31<sup>st</sup>)



## Resolution 1-2023

### THE BOARD OF DIRECTORS OF THE ROZA IRRIGATION DISTRICT RESOLUTION DECLARING AN EMERGENCY

WHEREAS, The Roza Irrigation District (“RID”), is an irrigation district formed pursuant to Chapter 87.03 RCW; and

WHEREAS, The Yakima River and its tributaries are controlled and managed by the United States Bureau of Reclamation (Reclamation). Reclamation is the sole supplier of irrigation water to the RID. The RID’s use of irrigation water supplied by Reclamation is subject to an amendatory contract with Reclamation dated July 22, 1953, which requires RID to deliver water for irrigation to certain lands within the boundaries of the RID service area, which are deemed irrigable under applicable Reclamation rules; and

WHEREAS, The RID is a party to a Consent Decree entered in *Kittitas Reclamation District et al v. Sunnyside Valley Irrigation District et al*, in the United States District Court in and for the Eastern District of Washington, Southern Division, under Civil Action No. 21 (Consent Decree). The Consent Decree established two principles that now control the RID’s use of water in the Yakima River system. One, the Consent Decree established “Total Water Supply Available” (TWSA). In the Consent Decree TWSA was defined as:

“that amount of water available in any year from natural flow of the Yakima River, and its tributaries, from storage in the various Government reservoirs on the Yakima watershed and from other sources, to supply the contract obligations of the United States to deliver water and to supply claimed rights to the use of water on the Yakima River, and its tributaries, heretofore recognized by the United States.”

Second, certain water users who were parties to the Consent Decree, including the RID, became pro-ratable because of the Consent Decree; and

WHEREAS, Water RID receives from Reclamation are water rights confirmed in the name of Reclamation (which Reclamation holds for the benefit of RID) in *Ecology v. Acquavella*, Yakima County Superior Cause No. 77-2-01484-5 (Acquavella). Acquavella was a general water rights adjudication commenced in 1977 and concluded in 2021. The adjudication confirmed the 1945 Consent Decree and the concept of TWSA. The result of the rulings in Acquavella is that the Yakima River and its tributaries are fully appropriated. As a result of the Consent Decree and the rulings in Acquavella, the priority date of the RID Water Rights is May 10, 1905 and the RID water right is “pro-ratable” and in times of decreased water availability, the RID water is subject to being prorated if TWSA, as determined by Reclamation, is insufficient to satisfy all non-pro-ratable water rights; and

WHEREAS, The drought conditions across the state caused the Washington State Department of Ecology on July 5, 2023 to issue a drought advisory and it is anticipated that before

August 1, 2023 there will be a drought declaration of emergency issued by the State of Washington; and

WHEREAS, As of the date of this resolution Reclamation has allocated to the RID 72% of its normal supply of irrigation water which allocation may decrease further during the remainder of the irrigation season; and

WHEREAS, Because of the significantly reduced supply of irrigation water, the RID has reduced deliveries of irrigation water and anticipates and is planning for further reductions in daily flows and ceasing irrigation deliveries in mid-October of 2023; and

WHEREAS, Reclamation has preliminarily indicated that if prevailing weather patterns and water use remain the same the Yakima Project storage reservoirs will carry over to the next (2024) irrigation season down to 33% of its average carry over, increasing the possibility of reduced irrigation water supplies in the 2024 irrigation season; and

WHEREAS, The Board of Directors has extended the water allotment pooling deadline from June 1 to July 7, and has further extended the deadline to again to September 12 to allow Roza water users to work collaboratively to share the limited supply of water through intra-District transfers of water, as has been the practice during several drought years, and

WHEREAS, In anticipation of receiving a reduced supply of normal irrigation water for the remainder of the irrigation season, the RID must pursue, on an expedited basis, the possibility of enhancing water supplies available to RID and RID water users and pursuing other measures necessary to mitigate the damage to crops and the corresponding economic loss to water users within the RID service area; and

WHEREAS, A delay in proceeding with enhancing water supplies available and other measures necessary to mitigate the damage to crops within the RID service area will result in significant financial loss to those agricultural operators and others who rely on RID irrigation water and individual emergency drought relief groundwater wells resulting in material injury or damage; and


WHEREAS, Before RID can engage in doing work or the furnishing of materials, or enter into a contract to do work or furnish materials, RID must meet the requirements of RCW 87.03.435(1); and

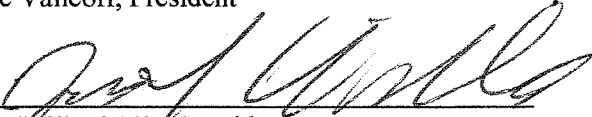
WHEREAS, RCW 87.03.435(3)(b) does not require the RID to comply with RCW 87.03.435(1) when there is an emergency wherein the public interest or the property of the district would suffer material injury or damage by delay.


NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the RID, after due deliberation and in the best interest of the public, that the RID Board of Directors does hereby declare that an emergency exists as defined in RCW 87.03.435(3)(b), and the secretary manager of the RID is authorized by the Board to contract for work and materials necessary to enhance and develop additional recovery and supplies of water on an expedited basis to avoid and/or minimize anticipated irrigation water shortages. The secretary manager of the RID is directed by the Board to pursue any action necessary to mitigate the harm to the RID water users and the anticipated economic loss resulting from the reduced supply of irrigation water because of the current drought.

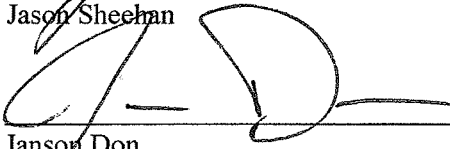
ADOPTED this 11<sup>th</sup> day of July 2023.

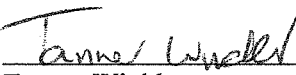
BOARD OF DIRECTORS  
ROZA IRRIGATION DISTRICT  
BOARD OF DIRECTORS  
KITITAS RECLAMATION DISTRICT

  
\_\_\_\_\_  
Ric Valicoff, President

  
\_\_\_\_\_  
Jim Willard, Vice President

  
\_\_\_\_\_  
Jason Sheehan

  
\_\_\_\_\_  
Janson Don

  
\_\_\_\_\_  
Tanner Winkler

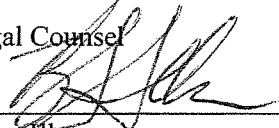
ATTEST:

Secretary-Manager

  
\_\_\_\_\_  
Scott Revell

APPROVED AS TO FORM:

Legal Counsel

  
\_\_\_\_\_  
Brian Hler

# Item #10

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To: Board of Directors

From: Wayne Sonnichsen, Engineering Manager

Date: August 8, 2023

Re: Engineering Manager's Report

**Miscellaneous items of note:**

- Work on the Pump 3 Low ECS project is progressing.
- I am working on bid and contract documents for the WW5 reservoir embankment repair project and the Main Canal sealing project.
- ASM Affiliates, the company hired to complete the Roza Historical Context and Photo Archive Digitization Project as agreed between the Roza Irrigation District and the USBR, has requested a second cost augment for project. The requested augment is for an additional 40 hours for the historian at their rate of \$120/hour (\$4,800). They site having to work with the internet archival company (Square 9) more closely than anticipated.

It is anticipated that the project will be complete within a month.