

REMINDER: Meeting at NUID Office  
2024 NW Beech Street

**AGENDA**  
**NORTH UNIT IRRIGATION DISTRICT**  
**BOARD OF DIRECTORS' MEETING**

**Tuesday, April 14, 2026 - 8:30 am**

**NUID Office 2024 NW Beech Street, Madras, OR 97741**

**Via Teleconference: 1 408 638-0968 / Meeting ID: 373 976 1157 / Personal Meeting ID: #  
<https://us02web.zoom.us/j/3739761157> Charges May Apply**

Call to Order Mike Kirsch, Director

Approval of Agenda

Public comments on Agenda Items (5 minutes)

Approval of Minutes: Regular Meeting, March 10, 2026, and Special Meeting, March 24, 2026

Approval of Bills Leslie Maynard

Financial Reports & Office Report

Pacific Power Service Contract for Bend Fish Screen Project Erek Fuchs

COID Easement for Bend Fish Screen Project

HDR Budget Approval for Bend Fish Screen Project

Special Projects Manager's Report Collin Cowsill

EV's Reimbursement Collin Cowsill

O&M Report Dennis Krueger

Surplus Vehicle Auction

Manager's Report Given by Erek Fuchs

Water Supply Lonnie Lang

Water Rights Transfers Lonnie Lang

Public Comment (5 minutes)

Other Business and Announcements

Next Board Meeting – Tuesday, May 12, 2026, at 8:30 AM

## Agenda Notes

Date: April 10, 2026

To: NUID Board of Directors

Subject: Board Meeting – **Tuesday, April 14, 2026, 8:30 am**

Location: **NUID Office 2024 NW Beech Street, Madras, OR 97741**

Teleconference: 1 408 638-0968 / Meeting ID: 373 976 1157 / Personal Meeting ID: #  
<https://us02web.zoom.us/j/3739761157> (Charges may apply)

### Approval of Agenda

Approval of Minutes: March 10, 2026, Regular Meeting and March 24, 2026, Special Meeting

Approval of Bills: February 1-28, 2026

### Financial Reports:

OM Maynard will present the February 2026: Budget Comparison, LGIP Statement, DBBC report, Bank Reconciliation & Statement, the O&M Reserve Estimate, and the Office report at the meeting. Enclosed are copies for your review.

### Pacific Power Service Contract for Bend Fish Screen Project:

AM Fuchs will present a contract indicating that the District's Bend Fish Screen (BFS) project requires an upgrade to three-phase power to meet future power needs. Enclosed in your packet are the Pacific Power agreement and the power pole easement signed by COID. This work will require an additional \$14,259.00 investment by the District unless grant funds are secured.

### COID Easement for Bend Fish Screen Project:

AM Fuchs will present an agreement with COID granting the District an easement to route power from the new electrical service on COID's property to the District's new fish screen project. The easement also authorizes connection of the existing fish return pipe—installed under the COID screen in the early 2000s—to the new NUID screening system. Additionally, the agreement grants access to tie into the downstream side of the existing COID fish return pipeline. Please refer to your packet for additional information.

### HDR Budget Approval for Bend Fish Screen Project:

AM Fuchs will present an HDR budget request to provide additional funding for project management, engineering services during construction, and construction close-out support for the District's Bend Fish Screen project. Enclosed in your packet is additional budget information for your consideration.

Special Projects Manager Report:

SPM Cowsill will present the Special Projects Managers' report at the meeting. Enclosed is a copy for your review.

EV's Reimbursement Request:

SPM Cowsill will submit a request to cover the remaining upfront cost for two F-150 Lightning EVs, with funding secured through the Pacific Power E-mobility Grant Program. District reserve funds will be replenished once the grant funds arrive.

O&M Report:

OM Krueger will present the O&M report at the meeting. Enclosed is a copy for your review.

Surplus Vehicle Auction:

OM Krueger will present a list of proposed surplus property along with Resolution 2013-08, which details the disposal process, for your consideration.

District Manager's Report:

AM Fuchs will present the manager's report at the meeting.

- Plan approval for Segments 3 and 4 of the Lateral 43 Pipeline Project.
- DBBC Washington DC lobbying trip meeting schedule.
- Response letter to Yancy Lind's article.

Water Supply:

Watermaster Lang will present the current water supply report at the meeting, and copies will be provided.

Public Comment (5 minutes)

Other Business and Announcements:

Next board meeting date – May 12, 2026, at 8:30 am

**Minutes  
North Unit Irrigation District  
Regular Board Meeting  
March 10, 2026**

**Chair Kirsch called the meeting** to order with a quorum present at 8:32 am, in regular session at the Madras Municipal Airport 2028 NW Berg Drive, Madras, OR 97741. Remote participation available via Teleconference: 1-408-638-0968 Meeting ID: 373-976-1157 Participant ID: # or <https://us02web.zoom.us/j/3739761157>

**Board Members Present**

Mike Kirsch, Chair  
Ryan Boyle, Vice Chair  
Evan Thomas, Director  
Ryan Feigner, Director  
James Macy, Director

**Staff Members Present**

Joshua Bailey, Secretary, District Manager  
Erek Fuchs, Assistant District Manager  
Dennis Krueger, Operations Manager  
Lonnie Lang, Watermaster  
Leslie Maynard, Finance Manager  
Collin Cowsill, Special Projects Manager  
Michelle Camhouse, Water Records Clerk

**Others Present**

Zoom: Marilyn Clark, Madras Pioneer; Gary Harris, NUID Patron, Michael (declined to identify further)

**Approval of Agenda**

**Directors Thomas/Feigner moved/seconded to approve the agenda as presented. Motion carried 4-0. Chair Kirsch abstained from voting.**

**Public Comments on Agenda Items**

None.

**Approval of Minutes**

Draft minutes from February 10, 2026, regular board meeting were presented. Vice Chair Boyle noted an error on page 3. Watermaster Lang needs to replace Watermaster Krueger. **Vice Chair Boyle/Director Thomas moved/seconded to approve the February 10, 2026, regular board meeting minutes with above correction. Motion carried 4-0. Chair Kirsch abstained.**

Draft minutes from the February 24, 2026, special board meeting were presented. **Directors Thomas/Feigner moved/seconded to approve the February 24, 2026, special board meeting as presented. Motion carried 4-0. Chair Kirsch abstained.**

### **Approval of Bills**

Finance Manager Maynard presented the January 2026 bills. **Vice Chair Boyle/Director Macy moved/seconded to approve the bills as presented. Motion carried 4-0. Chair Kirsch abstained.**

### **Financial Reports**

Finance Manager Maynard presented the January 2026 Budget Comparison, DBBC Report, Reserve Funds, and Bank Statement. **Directors Thomas/ Feigner moved/seconded to approve the financials as presented. Motion carried 4-0. Chair Kirsch abstained.**

### **Office Report**

Office Manager Maynard presented the February 2026 Office Manager Report.

### **Emergency Drought Declaration Request**

DM Bailey presented a letter requesting an emergency drought declaration from the Jefferson County Commissioners. Deschutes County has already requested an emergency drought declaration from Governor Kotek. **Directors Thomas/Macy moved/seconded to approve the letter to be submitted to the Jefferson County Commissioners. Motion carried 4-0. Chair Kirsch abstained.**

### **DBWC (Deschutes Basin Water Collaborative) Update**

Assistant District Manager Fuchs presented Power Point, discussing the status of DBWC's report and relevant updates.

### **Special Projects Manager's Report**

SPM Cowsill presented the special projects manager's report at the meeting.

### **O&M Report**

Operations Manager Krueger presented the O&M report at the meeting.

### **Bend Landowner Encroachment**

Homeowner fences are encroaching on and enclosing NUID-owned land along the canal in Bend. These fences are preventing necessary maintenance of the canal and the surrounding land. We need legal counsel to draft a notification letter informing homeowners that their fences are considered trespassing, and that if maintenance is required, our equipment will need to access the area, which may result in the removal of the fences. This draft letter will be presented to the Board for consideration at an upcoming meeting.

### **District Manager's Report**

District Manager Bailey presented the following Manager's Report at the meeting.

- Meeting report with BOR during the NWIO Conference
- NRCS PL-566 Funding Request

- Ride 41 Ditchrider will be transferring to maintenance. James Scott will be transferring from maintenance to 41 ditchrider position.
- Bend Fish Screens Replacement Project update
  - 3-Phase Power Requirement
  - Power Pole Easement
  - Construction Progress – construction crew is doing a stellar job.
  - Still seeking additional funding - should know in April if funds are awarded.
  - Updated price and budget coming

### **Water Supply**

Watermaster Lang presented the Water Supply Report. Review of current supply, precipitation, snowpack, and storage vs. same date in 2025. Discussion of tentative target dates for water turn on. Meeting on March 11<sup>th</sup> with USF&W for HCP release requirements.

### **Public Comment**

Gary Harris asked if USF&W can require a release of saved frog water at the end of the year. Josh advised that yes, USF&W does have the ability to reserve water until the end of the irrigation season. However, we do not know the schedule that USF&W will require us to release any saved conserved water.

### **Other Business and Announcements**

- Public Meeting Law Training video has been assigned to all management staff and board members through Vector Solutions.
- 3/17/2026 Public comment meeting for COID's Pilot Butte Canal Draft Environmental Impact Statement.
- 3/18/2026 DBBC is hosting a Joint Town Hall with Central Oregon's Irrigation Districts to discuss the season outlook and efforts toward sustainable water.

### **Next Board Meeting**

The next meeting date is scheduled for Tuesday, April 14th, 2026, at 8:30 am.

Board adjourned at 10:11 am.

Signed,

Mike Kirsch  
Chair

Erek Fuchs  
Assistant District Manager

**Minutes  
North Unit Irrigation District  
Special Board Meeting  
March 24, 2026**

Chair Kirsch called the meeting to order with a quorum present at 9:00 am, in Special Session at the North Unit Irrigation District Conference Room, 2024 NW Beech Street, Madras, OR 97741.

Remote participation available via Microsoft Teams:

<https://teams.microsoft.com/meet/25418709237357?p=SyTxDkqjQPDhLAhtvC>

Meeting ID: 254 187 092 373 57 Passcode: Ab229ni2

**Board Members Present**

Mike Kirsch, Chair

Ryan Boyle, Vice Chair

Evan Thomas, Director

Ryan Feigner, Director via Zoom

James Macy, Director

**Staff Members Present**

Joshua Bailey, Secretary, District Manager

Erek Fuchs, Assistant District Manager

Dennis Krueger, Operations Manager

Lonnie Lang, Watermaster

Leslie Maynard, Finance Manager

Collin Cowsill, Special Projects Manager

Michelle Camphouse, Water Records Clerk

**Others Present**

Marla Rae Vibbert, NUID Patron; Gary Calhoun, retiring NUID Operations Manager

Via Teams: Alejandro Figueroa, OPB; Marilyn Clark, Madras Pioneer

**Approval of Agenda**

**Directors Thomas/Feigner moved/seconded to approve the agenda as presented. Motion carried 4-0. Chair Kirsch abstained from voting.**

**Public Comments on Agenda Items (5 mins)**

None

**2026 Irrigation Start-Up Date**

Watermaster Lang presented the tentative on-farm delivery date of April 13<sup>th</sup>. Earlier on-farm delivery is complicated by wind that has prevented burning weeds and clearing canals. The new liner needs to be slowly primed in the first year to prevent loss of aggregate over the liner. There is minimal live-flow to use for priming this year; the District may have to pull from storage earlier than expected. If live-flow is nonexistent, there may be challenges associated with HCP flow requirements. District is also short two ditchriders due to work comp and Paid Leave Oregon. **Director Thomas/Vice Chair Boyle moved/seconded to set the 2026 irrigation**

**start-up date with priming starting April 6 and deliveries beginning April 13, 2026. Motion carried 4-0. Chair Kirsch abstained.**

**2026 Allotment**

Watermaster Lang presented storage amounts, HCP flow requirements, and no live flow in the Crooked River. WM Lang recommended a beginning allotment of 1.30 af/acre for Deschutes River water rights and .65 af/acre for Crooked River water rights. **After much discussion, Director Thomas/Vice Chair Boyle moved/seconded to approve a beginning allotment of 1.30 af/acre for Deschutes water rights and .65 af/acre for Crooked River water rights. Motion carried 4-0. Chair Kirsch abstained.**

**Public Comment (5 minutes)**

None

Board adjourned at 9:35 am.

Signed,

Mike Kirsch  
Chair

Erek Fuchs  
Assistant District Manager

**Bill Payment List**  
**North Unit Irrigation District**  
**February 1-28, 2026**

Date	Num	Vendor	Amount
02/02/2026	39077	Homes Direct of Oregon, LLC: 2nd Half of 58-11 House	-77,494.25
02/03/2026	39080	Camphouse, Michelle: HRA	-164.50
02/03/2026	39081	Britton, Mike: HRA	-250.00
02/03/2026	39082	Cascade Natural Gas	-458.07
02/03/2026	39083	Central Electric Cooperative, Inc.	-349.12
02/03/2026	39084	Bailey, Joshua: HRA	-402.95
02/03/2026	39085	Baxter Auto Parts, Inc: Parts for vehicle repairs	-3,062.75
02/03/2026	39086	Calhoun, Gary: HRA	-1,241.84
02/03/2026	39087	CenturyLink	-224.12
02/03/2026	39088	James Brown: HRA	-57.50
02/03/2026	39089	Ed Staub & Sons: January Fuel	-8,267.06
02/03/2026	39090	Industrial Applied Electric: Shop Supplies	-361.32
02/03/2026	39091	Edmondson, Kody: HRA	-512.63
02/03/2026	39092	Gills Point S- Corporate Office:	-1,504.45
02/03/2026	39093	Guardian	-371.56
02/03/2026	39094	H D Fowler Company: 64-4-2 Canal Repair;	-2,299.08
02/03/2026	39095	Heckathorn, Rex: HRA	-100.13
02/03/2026	39096	Jefferson Co.Rural Fire Prtctn: Confined Space Dues	-500.00
02/03/2026	39097	Pacific Power: Multiple Locations	-1,256.63
02/03/2026	39098	N&S Tractor Oregon: Various	-615.97
02/03/2026	39099	KRAHUSA LLC: Future Patron bill-out	-2,470.00
02/03/2026	39100	Midstate Electric Cooperative	-336.74
02/03/2026	39101	Oregon Government Ethics Comm.: Ethics Fee	-1,122.93
02/03/2026	39102	OWRC: Dec. Conference; Aug. Tour; Oct. FFA Conf; Oct. Seminar	-5,464.35
02/03/2026	39103	Madras Sanitary Service	-132.54
02/03/2026	39104	LaPine Auto Supply	-8.98
02/03/2026	39105	Mission Uniform & Linen	-776.12
02/03/2026	39106	Oregon Wholesale Hardware	-271.20
02/03/2026	39107	Verizon	-1,163.58
02/03/2026	39108	Professional Benefit Services: HRA	-145.00
02/03/2026	39109	SMAF Rents, LLC	-95.00
02/03/2026	39110	The Ferguson Group, LLC: January	-4,000.00
02/03/2026	39111	Platt: Office ADU plus misc.	-420.79
02/03/2026	39112	Rock N Road Quarry: 58-11 House & Juniper Butte Liner Grant	-1,435.46
02/03/2026	39113	Stoel Rives LLP: December services	-8,981.14
02/04/2026	39114	Oregon Mobile Tool Store, LLC: Scanner - Mechanic Shop	-4,999.00

02/05/2026	39115	Northwest Line Benefit Fund: Health Insurance	-45,805.50
02/05/2026	39116	International Brotherhood of: Union Dues	-1,337.78
02/05/2026	39117	Johnson Mark LLC: Garnishment	-521.51
02/06/2026	39118	Special Districts Insurance Serv.: Gen. Liability & Auto Cov.	-142,184.00
02/10/2026	39119	City of Madras: Utilities	-412.26
02/10/2026	39122	James Brown: HRA	-684.50
02/10/2026	39124	Midstate Power Products	-115.80
02/10/2026	39123	John Deere Financial: V#49 Repair	-755.32
02/10/2026	39120	Deschutes Valley Water Dist	-99.75
02/10/2026	39125	Norco Inc	-229.40
02/10/2026	39128	Swift Steel: 58-11 Tail End Flume & Juniper Butte Grants	-3,227.99
02/10/2026	39129	Tank Law PC: HR consult.	-2,280.00
02/10/2026	39126	Peterson Cat: V#50 Starter replacement	-2,109.72
02/10/2026	39130	The Ferguson Group, LLC: Dec. & Feb.	-8,000.00
02/10/2026	39131	Peterson Cat	-462.80
02/10/2026	39132	Phil's Ace Hardware	-1,067.02
02/10/2026	39133	Shortreed Excavation LLC: 58-11 House	-16,670.25
02/12/2026	39134	Home Depot Credit Services: Crooked River House + Misc.	-1,726.88
02/13/2026	39139	HP Civil, Inc.: Bend Fish Screen Grant	-1,051,550.00
02/13/2026	39140	Travelers: Dir. & Board Add'l Liability Cov.	-2,734.00
02/13/2026	39141	Central Electric Cooperative, Inc.: 58-11 House Undergrnd.	-3,999.00
02/24/2026	39147	Bureau of Reclamation: Prineville Water 10 Acre Feet	-30,815.00
02/24/2026	39154	Erek Fuchs: HRA	-301.27
02/24/2026	39152	Deschutes Basin Board of Control: January 2026	-9,942.32
02/24/2026	39177	Schonneker, Marcus: HRA	-187.40
02/24/2026	39182	William A. Ward: Cleaning	-410.00
02/24/2026	39181	Watson, Pamela: HRA	-1,510.60
02/27/2026	39184	TS&S Ford: 25% down for 2 EV Trucks - grant to reimb.	-32,060.50
			<b><u>-\$1,492,517.33</u></b>

Account	Description	2025 Budget	Feb. 25 Actual	2026 Budget	Feb. 26 Actual	17%
<b>Revenue</b>						
	Fund Balance					
80000	Deschutes O&M	3,890,831	\$ 3,869,208	\$ 4,103,938	\$ 4,105,948	100%
80001	Account Charge	177,525	176,051	\$ 177,525	176,850	100%
80050	Excess	-	-	\$ 2,000	-	0%
80800	Crooked River O&M	321,106	314,422	\$ 338,693	340,574	101%
80100	Rent CR & EE	16,000	2,710	\$ 4,800	800	17%
80200	Equipment Rental	16,000	1,391	\$ 16,000	5,798	36%
80450	Insurance Claim Reimb.	-	-	\$ -	2,409	
80500	Interest Income	85,000	4,942	\$ 80,000	4,876	6%
803/80600	Miscellaneous	40,000	3,832	\$ 10,000	855	9%
81400	HCP/NEPA/OSF/CR Legal	380,000	377,946	\$ 380,000	380,175	100%
81300-06	Hydro Power Income	38,188	-			
<b>Reserve Transfer</b>						
	O & M Reserve Excess					
	Hydro Power Income			\$ 40,000	-	0%
	Reserve HRA Fund	46,427	24,030	\$ 46,427	24,194	52%
	Prior Year Estimated Carryover	253,000		\$ 140,000		0%
<b>Total</b>		\$ 5,264,077	\$ 4,774,532	\$ 5,339,384	\$ 5,042,480	94%

<b>Expenses</b>						
90000	Administrative & Office Wages	743,619.00	\$ 113,309	\$ 695,317	\$ 124,073	18%
92000	Project Wages	1,245,126.00	179,571	\$ 1,249,141	183,264	15%
91900	Temporary EE Wages & Taxes	-	-	-	-	
90302-03,04,05	Insurance - Medical, Dental , HRA, Life, STD	610,125.00	47,719	\$ 575,517	94,963	17%
90301	Workers Comp Insurance	58,842.00	8,994	\$ 80,000	10,232	13%
91000	Retirement Fund	105,233.00	15,620	\$ 107,913	15,891	15%
92100	Payroll Tax	169,873.00	13,989	\$ 160,233	2,289	1%
<b>Subtotal</b>	<b>Personnel expenses</b>	<b>2,932,818</b>	<b>379,202</b>	<b>2,868,121</b>	<b>430,711</b>	<b>15%</b>
90100	Directors & Travel	57,100.00	3,480.00	51,600	758	1%
90200 - 90207	Legal, Audit & Engineering	457,371	148,643	509,064	160,827	32%
90300	Insurance General	149,266	24,704	185,877	26,542	14%
90400	Utilities	43,900	12,796	50,540	10,077	20%
90500	Interest Expense	100	3,222	100	59	59%
90600	Dues & Publications	44,172	1,430	45,998	6,907	15%
90700	Printing & Office Supplies	17,000	1,121	10,500	759	7%
90800	General Expense - Office	53,745	9,445	59,797	10,010	17%
90900	Oregon Cat Tax Passthru		9	-	-	
92200	Auto & Truck Expense	175,300	22,877	160,300	17,202	11%
92201	Auto & Truck Repair	30,000	2,251	30,000	2,521	8%
92202	Heavy Equipment Repair	30,000	2,740	30,000	5,960	20%
92400, 401	Weed Control	121,550	1,104	261,550	6,762	3%
92500	Building & Canal Maintenance	105,517	25,111	100,516	6,525	6%
92504	Housing	13,500	1,682	13,500	375	3%
92506	Wickiup	4,050	320	4,050	11	0%
92600	Radio & Telephone	36,595	5,357	34,295	4,921	14%
92700	General Expense - Project	32,591	4,625	55,391	7,101	13%
92800	Safety & Training	17,400	1,554	10,800	500	5%
94200	Shop Supplies & Tools	16,500	3,400	14,000	1,411	10%
60311	Kubota Lease	34,111	5,685	8,518	5,685	67%
94302	COVID Waterbank Delivery Fee	120,810	-	100,000	-	0%
92502-00	COVID R21644 & R21643	216,004	-	215,240	-	0%
94300	Prineville Contract Water	50,500	-	40,500	31,095	77%
<b>Total</b>	<b>Operating Expenses</b>	<b>\$ 1,827,082</b>	<b>\$ 281,555</b>	<b>1,992,136</b>	<b>\$ 306,009</b>	<b>15%</b>

<b>Crooked River Expense</b>						
92501	Pumping Plant Maintenance	20,000	\$ -	20,000	\$ -	0%
90401	Power	230,000	1,285	227,000	1,416	1%
<b>Total</b>	<b>Crooked River Expenses</b>	<b>\$ 250,000</b>	<b>\$ 1,285</b>	<b>\$ 247,000</b>	<b>\$ 1,416</b>	<b>1%</b>

<b>Capital Expense</b>						
40000	Operating Equipment	64,750	\$ 36,687	17,200	\$ 37,060	215%
40100	Engineering & Office Equipment	8,500	6,392	3,500	2,476	71%
40200	Real Property (including Housing Res)	58,000	1,000	62,000	118,361	191%
40300	Irrigation System	11,500	-	15,000	-	0%
40301	Wickiup Dam Repairs	14,500	-	5,000	-	0%
40400	Crooked River Pumping Plant	5,500	-	38,000	-	0%
40700	Pipelines	5,000	-	5,000	-	0%
40800	Main Canal Lining Repairs	40,000	10,225	40,000	-	0%

<b>Reserves</b>						
	Housing Reserve		50,000			
	Hydro Power Reserve	38,188	-	-	-	
	HRA Fund	46,427	24,030	46,427	24,194	52%
	O&M Reserve	-	-	-	-	
<b>Total</b>	<b>Capital &amp; Reserve</b>	<b>\$ 292,365</b>	<b>\$ 128,334</b>	<b>\$ 232,127</b>	<b>\$ 182,091</b>	<b>78%</b>
<b>Total</b>	<b>Total</b>	<b>\$ 5,302,265</b>	<b>\$ 790,376</b>	<b>\$ 5,339,384</b>	<b>\$ 920,226</b>	<b>17%</b>

Income over (expense) | \$ (38,188) | \$ 3,984,155 | \$ (0) | \$ 4,122,253

Excess O & M Reserve: per CPA 2024	\$ 317,849		
Leslie's estimate (5.5% high)	\$ 335,332	2025 Est.	\$ 233,627

# Grant Activity Report

YTD 02/28/2026

80700-00 Grant Income

\$ 1,106,394

20601-00 Grant Income Receivable

\$ 50,750

Total Grant Income

\$ 1,157,144

YTD 02/28/2026

45000-00 Construction in Progres

(Actually a Fixed Asset Account)

Grant Expenses for 2026

\$ 1,123,771

North Unit Irrigation District  
O&M Reserve Requirement

O&M Reserve Requirement

O&M Reserve

Year	Net O&M Expense	5 Year Cumulation	5 Year Average	Reserve Requirement 1/2 of Average	Increase in reserve Requirement	Loans - 5 year Payback Schedule	Beginning Reserve Balance	O & M Interest Earned	Transfer In	Borrowed or Used	Ending Reserve Balance	Amount needed to meet requirement
1995	\$ 1,128,510	\$ 5,424,900	\$ 1,084,980	\$ 542,490			\$ 607,397	\$ 40,085			\$ 647,482	\$ (104,992)
1996	\$ 1,168,677	\$ 5,513,493	\$ 1,102,699	\$ 551,350	\$ 8,860		\$ 647,482	\$ 29,878			\$ 677,360	\$ (126,011)
1997	\$ 1,311,656	\$ 5,736,137	\$ 1,147,227	\$ 573,614	\$ 22,264		\$ 677,360	\$ 35,099			\$ 712,459	\$ (138,846)
1998	\$ 1,152,056	\$ 5,869,327	\$ 1,173,865	\$ 586,933	\$ 13,319		\$ 712,459	\$ 31,943			\$ 744,402	\$ (157,470)
1999	\$ 1,204,923	\$ 5,965,822	\$ 1,193,164	\$ 596,582	\$ 9,650		\$ 744,402	\$ 5,898			\$ 750,300	\$ (153,718)
2000	\$ 1,414,235	\$ 6,251,547	\$ 1,250,309	\$ 625,155	\$ 28,573		\$ 750,300				\$ 750,300	\$ (125,145)
2001	\$ 1,504,048	\$ 6,586,918	\$ 1,317,384	\$ 658,692	\$ 33,537		\$ 750,300				\$ 750,300	\$ (91,608)
2002	\$ 1,462,250	\$ 6,737,512	\$ 1,347,502	\$ 673,751	\$ 15,059		\$ 750,300				\$ 750,300	\$ (76,549)
2003	\$ 1,633,152	\$ 7,218,608	\$ 1,443,722	\$ 721,861	\$ 48,110		\$ 750,300				\$ 750,300	\$ (28,439)
2004	\$ 1,631,867	\$ 7,645,552	\$ 1,529,110	\$ 764,555	\$ 42,694		\$ 750,300				\$ 750,300	\$ 14,255
2005	\$ 1,679,146	\$ 7,910,463	\$ 1,582,093	\$ 791,046	\$ 26,491		\$ 750,300	\$ 11,158		\$ 136,915	\$ 624,543	\$ 166,503
2006	\$ 1,745,825	\$ 8,152,240	\$ 1,630,448	\$ 815,224	\$ 24,178	\$ 27,383	\$ 624,543	\$ 24,968	\$ 26,588	\$ 89,965	\$ 586,134	\$ 229,090
2007	\$ 2,029,303	\$ 8,719,293	\$ 1,743,859	\$ 871,929	\$ 56,705	\$ 27,383	\$ 586,134	\$ 27,392			\$ 613,526	\$ 258,403
2008	\$ 2,207,877	\$ 9,294,018	\$ 1,858,804	\$ 929,402	\$ 57,473	\$ 27,383	\$ 613,526	\$ 22,576	\$ 43,500		\$ 679,602	\$ 249,800
2009	\$ 1,889,714	\$ 9,551,865	\$ 1,910,373	\$ 955,187	\$ 25,785	\$ 27,383	\$ 679,602	\$ 14,298	\$ 75,000	\$ 9,000	\$ 759,900	\$ 195,287
2010	\$ 1,686,461	\$ 9,559,180	\$ 1,911,836	\$ 955,918	\$ 732	\$ 27,383	\$ 759,900	\$ 6,238	\$ 75,000		\$ 841,138	\$ 114,780
2011	\$ 1,954,594	\$ 9,767,949	\$ 1,953,590	\$ 976,795	\$ 20,877	\$ 17,993	\$ 841,138	\$ 5,712	\$ 25,000		\$ 871,850	\$ 104,945
2012	\$ 2,697,174	\$ 10,435,820	\$ 2,087,164	\$ 1,043,582	\$ 66,787	\$ 17,993	\$ 871,850	\$ 5,933	\$ 25,000		\$ 902,783	\$ 140,799
2013	\$ 2,857,351	\$ 11,085,294	\$ 2,217,059	\$ 1,108,529	\$ 64,947	\$ 17,993	\$ 902,783	\$ 5,948	\$ 66,834		\$ 975,565	\$ 132,964
2014	\$ 2,447,346	\$ 11,642,926	\$ 2,328,585	\$ 1,164,293	\$ 55,763	\$ 17,993	\$ 975,565	\$ 5,457	\$ 25,000		\$1,006,022	\$ 158,271
2015	\$ 572,015	\$ 10,528,480	\$ 2,105,696	\$ 1,052,848	\$ (111,445)	\$ 17,993	\$1,006,022	\$ 5,499	\$ 32,062		\$1,043,583	\$ 9,265
2016	\$ 920,610	\$ 9,494,496	\$ 1,898,899	\$ 949,450	\$ (103,398)	\$ 9,000	\$1,043,583	\$ 9,234	\$ 25,000		\$1,077,817	\$ (128,367)
2017	\$ 537,161	\$ 7,334,483	\$ 1,466,897	\$ 733,448	\$ (216,001)		\$1,077,817	\$ 15,479	\$ 25,000		\$1,118,296	\$ (384,848)
2018	\$ 1,968,409	\$ 6,445,541	\$ 1,289,108	\$ 644,554	\$ (88,894)		\$1,118,296	\$ 25,364	\$ 25,000		\$1,168,660	\$ (524,106)
2019	\$ 2,096,703	\$ 6,094,898	\$ 1,218,980	\$ 609,490	\$ (35,064)		\$1,168,660	\$ 31,987	\$ 30,000		\$1,230,647	\$ (621,157)
2020	\$ 2,100,906	\$ 7,623,789	\$ 1,524,758	\$ 762,379	\$ 152,889		\$1,230,647	\$ 18,092	\$ -		\$1,248,739	\$ (486,360)
2021	\$ 2,105,118	\$ 8,808,297	\$ 1,761,659	\$ 880,830	\$ 118,451		\$1,248,739	\$ 7,438	\$ -		\$1,256,177	\$ (375,347)
2022	\$ 1,963,195	\$ 10,234,331	\$ 2,046,866	\$ 1,023,433	\$ 142,603		\$1,256,177	\$ 16,677	\$ -		\$1,272,854	\$ (249,421)
2023	\$ 2,274,468	\$ 10,540,390	\$ 2,108,078	\$ 1,054,039	\$ 30,606		\$1,272,854	\$ 54,850	\$ -		\$1,327,704	\$ (273,665)
2024	\$ 2,340,206	\$ 10,783,892	\$ 2,156,778	\$ 1,078,389	\$ 24,350		\$1,327,704	\$ 70,166	\$ -		\$1,397,870	\$ (319,481)
*2025	\$ 2,446,029	\$ 11,129,015	\$ 2,225,803	\$ 1,112,901	\$ 34,512		\$1,397,870	\$ 65,619	\$ -	\$ 116,961	\$1,346,528	\$ (233,627)
						\$ 235,880		\$592,987	\$498,984	\$352,841		\$ (350,587)

\*estimate

NUID  
Reserve Requirement calculation  
2019

Account #		2025	2024	2023	2022	2021	2020	2019	2018
O&M Expense	91900-94300 & Ckd River	2,504,198.40	2,392,650.18	2,328,974.54	1,998,227.81	2,147,932.70	2,158,607.21	2,150,298	2,063,907
Adjustment for revenue:									
Equip rent	80200	(17,642.82)	(20,674.04)	(13,233.41)	(3,477.27)	(16,208)	(33,560)	(27,601)	(19,599)
Title search	80301	(5,775.00)	(5,275.00)	(6,050.00)	(9,406.50)	(11,725)	(9,525)	(8,625)	(7,350)
Rent	80100	(13,457.50)	(14,468.93)	(14,674.00)	(19,688.03)	(14,483)	(14,411)	(14,861)	(13,500)
Other	80300/2/3/6	(21,294.52)	(12,026.60)	(20,549.12)	(2,461.00)	(399)	(205)	(2,508)	(55,049)
Net O&M Cost		2,446,029	2,340,206	2,274,468	1,963,195	2,105,118	2,100,906	2,096,703	1,968,409
90401-00	Power - CR Pumping Plant	251,314.30	195,908.49	158,783.39	97,306.81	179,413.44	261,305.22	347,336.45	305,548.29
91900-00	Temporary Employee -Gen Fund	-	-	-	-	9,591.54	-	27,584.77	-
92000-00	Project Wages	1,205,591.81	1,123,372.87	1,184,831.51	1,024,566.56	946,388.29	998,523.42	907,744.82	891,879.93
92001-00	Bonus	-	-	-	-	15,500.00	7,500.00	44,499.94	31,414.99
92100-00	Payroll Tax	154,098.66	163,053.78	176,517.10	184,455.89	182,500.72	195,189.38	168,198.29	155,765.09
92200-00	Auto & Truck Expense	141,770.93	118,977.20	137,589.03	173,308.64	119,746.45	114,079.67	129,032.40	136,002.47
92201-00	Auto & Truck Maint & Repair	19,262.57	19,388.63	33,579.13	17,558.41	27,012.60	23,214.76	22,661.66	24,131.85
92202-00	Heavy Equip Maint & Repair	20,335.76	26,644.34	33,799.94	23,716.54	19,875.96	32,942.39	16,235.64	18,354.22
92400-00	Weed Control	133,626.79	122,444.35	86,007.87	160,644.52	233,402.73	248,536.06	233,869.94	277,741.11
92401-00	Legal - Herbicide application	859.00	834.00	810.00	787.00	714.00	6,224.43	8,434.05	4,357.97
92500-00	Building & Canal Maintenance	89,875.08	124,216.88	117,177.57	76,010.38	79,146.77	116,117.19	72,008.85	82,923.15
92501-00	CR Pumping Plant Maintenance	23,391.23	15,794.16	5,899.54	1,446.97	9,177.21	13,345.47	6,964.91	7,041.79
92502-00	COID Loans/Consrvtm Prjcts	216,004.00	216,752.50	210,838.00	31,185.50	132,596.10			
92504-00	Housing	15,630.94	8,486.50	18,719.15	12,142.37	12,287.78	7,186.70	14,767.82	12,199.49
92506-00	Wickiup	5,897.18	6,462.76	2,807.68	2,080.66	2,183.49	1,775.93	1,243.02	4,506.64
92600-00	Radio & Telephone	31,397.42	33,325.53	37,849.06	28,980.65	34,076.46	31,949.97	23,239.29	18,578.75
92700-00	General Expense - Project	33,269.39	24,392.59	10,618.53	16,192.08	15,254.73	17,395.95	12,748.93	16,381.69
92800-00	Safety & Training	9,022.27	7,270.93	6,363.48	5,049.50	6,044.98	10,388.74	3,059.42	3,041.88
94200-00	Shop Supplies & Tools	13,487.51	20,206.73	16,657.18	12,670.51	9,503.70	9,476.48	8,874.21	11,694.26
94220-00	Special Projects-Gen Fund	-	-	-	5,718.75	4,038.06	13,305.45	53,889.24	11,793.21
94300-00	Prineville water	48,459.00	48,500.00	19,815.00	50,150.00	50,150.00	50,150.00	47,905.00	50,550.00
94302-00	COID Water-Gen Fund	72,564.99	100,753.77	63,967.81	70,529.14	47,630.16			
94400-04	Full Cost Expense-Const Fund	18,339.57	15,864.17	6,343.57	3,726.93	11,697.53			
		2,504,198.40	2,392,650.18	2,328,974.54	1,998,227.81	2,147,932.70	2,158,607.21	2,150,298.65	2,063,906.78

Local Government Investment Pool

Feb-26 12,091.24 Interest Rate: 4.04%

Acct #	Fund Name	2/1/2026	Percent of Total	Interest earned	Deposits	Withdrawals	01/31/2026 Ending Balance	Earmarks	Earmarks Remaining	Balance After Earmarks
11300-00	General Fund	539,692.88	0.1368	\$ 1,654.11		\$ 0.05	\$ 512,413.76			\$ 512,414
	Transfers to Checking					\$ 100,000.00				
	Transfers from Checking									
	Safety of Dams transfer to Columbia									
	<b>Housing 58-11 Payment</b>				\$ 77,494.25					
	Construction Fund Reserve Transfer					\$ 3,945.33				
	Safety of Dams Reserve Transfer					\$ 11,317.32				
	HRA Payments				\$ 4,437.40					
	HRA: All EE's Contrbtn. LESS Prior Yr HRA Interest Earned									
	Mile 45 Hydro									
	Monroe Hydro									
	<b>Transfers from Reserve: 64-4-2 Repair &amp; 58-11 House</b>				\$ 4,397.82					
11300-01	Crooked River Reserve	128,326.74	0.0325	\$ 393.31			\$ 128,720.05			\$ 128,720
11300-02	Equipment/Building Reserve	155,594.94	0.0394	\$ 476.89			\$ 156,071.83	\$ (65,000)	\$ (65,000)	\$ 91,072
11300-03	O & M Reserve	1,347,117.16	0.3415	\$ 4,128.80		\$ 4,397.82	\$ 1,346,848.14			\$ 1,346,848
11300-04	Construction Fund	60,473.06	0.0153	\$ 185.34	\$ 3,945.33		\$ 64,603.73			\$ 64,604
11300-05	Special Projects Reserve	795,830.51	0.2017	\$ 2,439.16			\$ 798,269.67	\$ (250,000)	\$ (250,000)	\$ 548,270
11300-06	Hydro Power Fund	397,155.45	0.1007	\$ 1,217.25	\$ -		\$ 398,372.70			\$ 398,373
11300-07	Safety of Dams Fund	38,799.60	0.0098	\$ 118.92	\$ 11,317.32		\$ 50,235.84			\$ 50,236
11300-08	Legal Reserve	186,634.06	0.0473	\$ 572.02			\$ 187,206.08			\$ 187,206
11300-09	Housing Reserve	196,914.04	0.0499	\$ 603.53		\$ 77,494.25	\$ 120,023.32	\$ (250,000)	\$ (88,112)	\$ 31,911
11300-11	HRA Fund	98,507.09	0.0250	\$ 301.92		\$ 4,437.40	\$ 94,371.61			\$ 94,372
		3,945,045.53	1.0000	\$ 12,091.25	\$ 101,592.12	\$ 201,592.17	\$ 3,857,136.73		\$ (403,112)	3,454,024.25

OK!

GJ# 526 \$ 113,683.42

25-Aug	Board appr'd Moving funds out of SP to cover TNW until ETO & OWRD fund	\$ (465,876.00)	Transfer out made in Aug.	Canal 64-4-2 Repair: Final \$4,397.82 (under by \$23k)
		\$ 212,126.00	Paid back : ETO paid	
		\$ 203,000.00	Paid back : OWRD paid	
		\$ (50,750.00)	OWRD still owes on the Grant	

**64-4-2 Pipeline Reconstruction Proposal**

Watermaster Krueger presented pricing options for replacing the damaged pipe on lateral 64-4-2. Requesting approval up to \$145,000 while management will continue to negotiate lower pipe costs. District currently has funds in reserves to cover the costs. **Directors Thomas/Vice Chair Boyle moved/seconded to approve the use of reserve funds up to \$145,000 for 64-4-2 pipeline reconstruction costs. Motion carried 3-0. Director Kirsch abstained.**



OREGON  
STATE  
TREASURY

### Account Statement - Transaction Summary

For the Month Ending **February 28, 2026**

#### NORTH UNIT IRRIGATION DIST - NORTH UNIT IRRIGATION DISTRICT/GENERAL - 5152

<b>Oregon LGIP</b>	
Opening Balance	3,945,045.51
Purchases	12,091.24
Redemptions	(100,000.05)
<hr/>	
<b>Closing Balance</b>	<b>\$3,857,136.70</b>
Dividends	12,091.24

<b>Asset Summary</b>		
	<b>February 28, 2026</b>	<b>January 31, 2026</b>
<b>Oregon LGIP</b>	3,857,136.70	3,945,045.51
<b>Total</b>	<b>\$3,857,136.70</b>	<b>\$3,945,045.51</b>

Deschutes Basin Board of Control  
 Spreadsheet Feb-26

Date: 02/28/26

Acres 4,170 42,553 2,369 58,886 20,062 4,288 8,074 7,572

Date	Invoice #	Amount	AID	COID	LPID	NUID	OID	SID	TID	TSID	City of Prineville	Crook County
02/01/26	<b>DBBC - General</b>		<b>2.8%</b>	<b>28.8%</b>	<b>1.6%</b>	<b>39.8%</b>	<b>13.6%</b>	<b>2.8%</b>	<b>5.5%</b>	<b>5.1%</b>		
	Stoel Rives 8110121	17,227.80	482.38	4,961.61	275.64	6,856.66	2,342.98	482.38	947.53	878.62		
02/26/26	COID 2584	375.45	10.51	108.13	6.01	149.43	51.06	10.51	20.65	19.15		
02/28/26	Spath 102	225.00	6.29	64.80	3.60	89.55	30.60	6.30	12.38	11.48		
04/01/26	Ferguson	5,000.00	140.00	1,440.00	80.00	1,990.00	680.00	140.00	275.00	255.00		
	Subtotal	\$ 22,828.25	\$ 639.18	\$ 6,574.54	\$ 365.25	\$ 9,085.64	\$ 3,104.64	\$ 639.19	\$ 1,255.56	\$ 1,164.25	\$ -	\$ -
02/01/26	<b>HCP/NEPA</b>		<b>2.5%</b>	<b>25.6%</b>	<b>1.4%</b>	<b>35.4%</b>	<b>12.1%</b>	<b>2.5%</b>	<b>4.9%</b>	<b>4.5%</b>	<b>11.1%</b>	
	Stoel Rives 8110121	18,494.10	462.35	4,734.49	258.92	6,546.91	2,237.79	462.35	906.21	832.23	2,052.85	
02/28/26	MHE 2604	1,794.00	44.85	459.26	25.12	635.08	217.07	44.85	87.91	80.73	199.13	
		1,716.00								1,716.00		
	Subtotal	\$ 22,004.10	\$ 507.20	\$ 5,193.75	\$ 284.04	\$ 7,181.99	\$ 2,454.86	\$ 507.20	\$ 994.12	\$ 2,628.96	\$ 2,251.98	\$ -
02/03/26	<b>Marketing - General</b>		<b>2.97%</b>	<b>30.31%</b>	<b>1.69%</b>	<b>41.94%</b>	<b>14.29%</b>	<b>3.00%</b>	<b>5.80%</b>			
	COID 2548	2,001.00	59.43	606.50	33.82	839.22	285.94	60.03	116.06			
02/28/26	Stingray 1218	6,253.00	185.72	1,895.28	105.68	2,622.51	893.55	187.59	362.67			
	Subtotal	\$ 8,254.00	\$ 245.15	\$ 2,501.78	\$ 139.50	\$ 3,461.73	\$ 1,179.49	\$ 247.62	\$ 478.73	\$ -	\$ -	\$ -
01/20/26	<b>Misc - General</b>											
	OWRC 6377	\$ 6,475.00	809.37	809.38	809.37	809.37	809.37	809.37	809.40	809.37		
	(Jan.Billing covered by COID/TID)	\$ (6,475.00)		(3,237.50)					(3,237.50)			
	Subtotal	\$ -	\$ 809.37	\$ (2,428.12)	\$ 809.37	\$ 809.37	\$ 809.37	\$ 809.37	\$ (2,428.10)	\$ 809.37	\$ -	\$ -
<b>Total Due</b>		<b>\$ 53,086.35</b>	<b>\$ 2,200.90</b>	<b>\$ 11,841.95</b>	<b>\$ 1,598.16</b>	<b>\$ 20,538.73</b>	<b>\$ 7,548.36</b>	<b>\$ 2,203.38</b>	<b>\$ 300.31</b>	<b>\$ 4,602.58</b>	<b>\$ 2,251.98</b>	<b>\$ -</b>



North Unit Irrigation District

10001-00 Columbia Bank, Period Ending 02/28/2026

RECONCILIATION REPORT

Reconciled on: 03/12/2026

Reconciled by: Leslie Maynard

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance	527,063.57
Checks and payments cleared (138)	-1,649,102.64
Deposits and other credits cleared (10)	1,427,685.17
Statement ending balance	<u>305,646.10</u>
Uncleared transactions as of 02/28/2026	-123,493.35
Register balance as of 02/28/2026	182,152.75
Cleared transactions after 02/28/2026	0.00
Uncleared transactions after 02/28/2026	-10,205.90
Register balance as of 03/12/2026	171,946.85

Details

Checks and payments cleared (138)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/19/2025	Bill Payment	38885	Central Oregon Farm Fair	-200.00
01/07/2026	Bill Payment	39044	Tank Law PC	-1,060.00
01/21/2026	Bill Payment	39073	Webformix	-74.00
01/21/2026	Bill Payment	39067	One Call Concepts Inc	-38.50
01/21/2026	Bill Payment	39064	Madras Paint & Glass Inc	-89.95
01/21/2026	Bill Payment	39071	W&W Resources LLC	-3,060.00
01/21/2026	Bill Payment	39061	HDR Engineering, Inc.	-29,442.81
01/21/2026	Bill Payment	39062	Johnson Mark LLC	-524.51
01/21/2026	Bill Payment	39053	AFLAC Traditional and Direct	-346.26
01/21/2026	Bill Payment	39054	Baggett Inc	-2,730.00
01/21/2026	Bill Payment	39065	MetLife	-217.99
01/21/2026	Bill Payment	39063	Kubota Credit Corporation, U...	-2,842.60
01/28/2026	Bill Payment	39076	Marsh McLennan Agency, LLC	-14,331.85
02/02/2026	Bill Payment	39077	Homes Direct of Oregon, LLC	-77,494.25
02/03/2026	Bill Payment	39083	Central Electric Cooperative, ...	-349.12
02/03/2026	Expense	2.05.26 Payroll	Oregon Department of Justice	-201.00
02/03/2026	Bill Payment	39080	Camphouse, Michelle	-164.50
02/03/2026	Bill Payment	39081	Britton, Mike	-250.00
02/03/2026	Bill Payment	39082	Cascade Natural Gas	-458.07
02/03/2026	Bill Payment	39084	Bailey, Joshua	-402.95
02/03/2026	Bill Payment	39085	Baxter Auto Parts, Inc	-3,062.75
02/03/2026	Bill Payment	39086	Calhoun, Gary	-1,241.84
02/03/2026	Bill Payment	39087	CenturyLink	-224.12
02/03/2026	Bill Payment	39088	James Brown	-57.50
02/03/2026	Bill Payment	39089	Ed Staub & Sons	-8,267.06
02/03/2026	Bill Payment	39090	Industrial Applied Electric	-361.32
02/03/2026	Bill Payment	39091	Edmondson, Kody	-512.63
02/03/2026	Bill Payment	39092	Gills Point S- Corporate Office	-1,504.45
02/03/2026	Bill Payment	39093	Guardian	-371.56
02/03/2026	Bill Payment	39094	H D Fowler Company	-2,299.08
02/03/2026	Bill Payment	39095	Heckathorn, Rex	-100.13
02/03/2026	Bill Payment	39096	Jefferson County Rural Fire ...	-500.00
02/03/2026	Expense	2.05.26 Payroll	Employee Fiduciary	-12,704.83
02/03/2026	Bill Payment	39097	Pacific Power	-1,256.63
02/03/2026	Bill Payment	39098	N&S Tractor Oregon	-615.97
02/03/2026	Bill Payment	39099	KRAHUSA LLC	-2,470.00
02/03/2026	Bill Payment	39100	Midstate Electric Cooperative	-336.74

Customer Service:  
 1-866-486-7782

 NORTH UNIT IRRIGATION DISTRICT  
 2024 NW BEECH ST  
 MADRAS OR 97741-9457

 Last statement: January 31, 2026  
 This statement: February 28, 2026

**PUBLIC FUNDS INTEREST CHECKING**

Account number	XXXXXX4422	Beginning balance	\$527,063.57
Low balance	\$272,121.27	Additions/Deposits	\$1,427,685.17 ✓
Average balance	\$812,616.02	Withdrawals/Subtractions	\$1,649,102.64
Interest paid year to date	\$9.92	Ending balance	\$305,646.10 <i>0.00!</i>
Interest earned	\$6.11		

**Deposits/Additions**

<u>Date</u>	<u>Description</u>	<u>Additions</u>
02-05	Deposit	12,914.23 ✓
02-10	Deposit	100.00 ✓
02-13	Deposit	460.12 ✓
02-23	Deposit	8,315.32 ✓ <i>0.00</i>
<b>Total Deposits/Additions</b>		<b>\$21,789.67</b>

**Other Deposits/ Additions**

<u>Date</u>	<u>Description</u>	<u>Additions</u>
02-03	Remote Capture Dep	15,961.17 ✓
02-10	Remote Capture Dep	5,485.63 ✓
02-10	Remote Capture Dep	627.90 ✓ <i>0.00</i>
02-13	Remote Capture Dep	97,714.57 ✓
02-18	Remote Capture Dep	46,869.69 ✓
02-18	Remote Capture Dep	3,586.12 ✓
02-27	Remote Capture Dep	6,550.92 ✓
02-28	Interest Credit	6.11 ✓
<b>Total Other Deposits/ Additions</b>		<b>\$176,802.11</b>

## NUID Office Report for March 2026

- Crystal's fuel slip reconciliation is still a work in progress.
- Crystal preparing for water turn on; printing ditch rider books.
- Crystal & Julia attended DBBC Town Hall in Bend on March 18, 2026.
  
- Julia submitted the 2026 Limited License application for Prineville water.
- Julia continues to help Patrons with their land changes/operator changes/lease changes as we go into the irrigation season.
- Julia helped patrons with their NRCS paperwork.
- Julie worked to develop an updated, timesaving clearance book report.
  
- Michelle processed payroll; monthly chemical reports; attended and drafted board meeting minutes; completed monthly BOR water reports; completed monthly board water reports; uploaded board packet to website; posted board meeting notices and notified press; processed workers comp leave; continue to assist patrons with necessary RRA forms.
  
- Leslie worked through clarifications from the auditor. Calculated the O&M estimated overage. Worked with Josh on the 2027 Irrigation Operators conference. Delt with AP checks lost in the mail. Completed the SAM.GOV registration renewal.
  
- Submitted for reimbursement on the BOR Bend Fish Screen grant; prepped reporting for reimbursement on the EPA Juniper Butte grant and the 58-11 Flume. Reconciled Bend Fish Screen project to date funding and expense.

(OR Mar2023)  
Account #:23808331 001  
Service ID #:427994689 001  
Annual

Ryan Coburn  
C/C: 11216  
Request #: 7519957  
Contract #:

**GENERAL SERVICE CONTRACT  
(1000 KVA OR LESS)  
between  
PACIFIC POWER  
and  
NORTH UNIT IRRIGATION DISTRICT**

This General Service Contract ("Contract"), dated March 23, 2026, is between PacifiCorp, doing business as Pacific Power ("Company"), and **North Unit Irrigation District** ("Customer"), for electric service for Customer's Dam operation at or near 2650 NE Division St Bend, Oregon.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Rules") and the rules of the Oregon Public Utility Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 15 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest \$354.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

\_\_\_\_ **Refund Option.** The total Customer Advance for this work is \$14,259.00, the **balance due is \$14,259.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund 25% of the refundable Customer Advance allocable

to the **shared** Improvements for three additional applicants. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within thirty-six (36) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$14,009.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's annual bill**; or, (2) \$735.38 (the **annual facilities charge**) plus eighty percent (80%) of the **Customer's annual bill**. Billings will be based on Rate Schedule No. 23 and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term and Termination.** This Contract becomes binding when both the Company and Customer have signed it and will remain in effect for five (5) years following the date when the Company is ready to supply service (the "Term").

Following execution of Contract but prior to completion of installation of Company's Improvements, Customer may terminate Contract by notifying Company of their intent to not take service. If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. Upon Customer or Company termination of Contract, Customer shall pay Company costs incurred for design, permitting, surveying, cancellation orders, Improvements installed and other associated Contract costs. Customer's Advance, if any, will be applied to costs incurred, and Customer will promptly pay Company any costs in excess of the Advance upon receipt of notice. If the Advance exceeds the costs incurred, Company will promptly refund the portion of the Advance in excess of costs incurred.

However, if Company has completed installation of Improvements and does not terminate Contract, Customer shall be responsible for paying the Contract Minimum Billing for the full Term irrespective of Customer taking, not taking, or terminating service.

7. **Customer Obligations.** Customer agrees to:
  - a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;
  - b) Prepare the route to Company's specifications;

- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways;
- d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company; and,
- e) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. **Special Provisions:** None

9. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this agreement.

10. **Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical

access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

11. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by wire or ACH with remittance detail. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Oregon Electric Service Rule No. 9.
13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts executed in and to be wholly performed in Oregon by persons domiciled in the State of Oregon. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Oregon, or state courts of the State of Oregon, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Rules, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule.
15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the

Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
17. **Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**
18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

**NORTH UNIT IRRIGATION DISTRICT**

By \_\_\_\_\_  
signature

\_\_\_\_\_  
NAME (type or print legibly) TITLE

\_\_\_\_\_  
DATE

Customer's Mailing Address for Executed Contract

\_\_\_\_\_  
ATTENTION OF

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
EMAIL ADDRESS

**PACIFIC POWER**

By \_\_\_\_\_  
signature

Sam Adams \_\_\_\_\_ Manager \_\_\_\_\_  
NAME (type or print legibly) TITLE

\_\_\_\_\_  
DATE

Pacific Power's Mailing Address for Executed Contract

21000 Cooley Rd \_\_\_\_\_  
ADDRESS

Bend, OR 97701 \_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
EMAIL ADDRESS

Return to: Pacific Power  
21000 Cooley Rd.  
Bend, OR 97701

CC#: 11216 WO#: 7519957

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, *Central Oregon Irrigation District* ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns ("Grantee"), a perpetual easement for a right of way 5 feet in width and 80 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's underground electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, vaults on, across, or under the surface of the real property of Grantor in *Deschutes* County, State of *OR*, as more particularly described as follows and/or shown on Exhibit(s) *A* attached hereto and by this reference made a part hereof:

A portion of:

*All that portion of the Northeast Quarter of the Northeast Quarter ( NE ¼ NE 1/4 ) of Section 29, TOWNSHIP 17 SOUTH, RANGE EAST OF THE WILLAMETTE MERIDIAN lying on the Westerly and Northerly side of U.S. Highway 97 right-of-way (1931 location) and lying also Westerly and Northerly of the North Canal right-of-way and extending to the center of the channel of the Deschutes River; and all of that portion of the Southwest Quarter (SE ¼ SE ¼) of Section 29, TOWNSHIP 17 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN lying on the Westerly and Northerly side of the North Canal right- of-way as now constructed (right-of-way being 50' on each side of the centerline of said canal) to the channel of the Deschutes River lying Northerly and downstream from the North Canal Dam.*

Assessor's Map No.: *NE ¼ SEC 29 T 17S R 12E*

Parcel No.: *602*

Together with the right of ingress and egress for Grantee, its contractors, or agents, to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

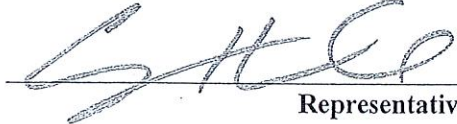
At no time shall Grantor conduct or permit any ground penetrating activity or excavation in the right of way without the express written consent of the Grantee. Subject to the foregoing limitations, the right of way may be used for other purposes not inconsistent, as determined by the Grantee, with the purposes for which this easement has been granted.

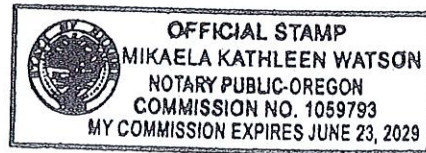
JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Grantor represents and warrants that it possesses all right, title and interest in and to the right of way area, free and clear of any lien, security interest, encumbrance, claim, license or other restriction that would interfere with Grantee's use of the right of way area for the purposes contemplated hereunder.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

Dated this 31 day of MARCH, 2026.


  
\_\_\_\_\_  
Representative



This instrument was acknowledged before me on this  
**REPRESENTATIVE ACKNOWLEDGEMENT**

State of Oregon }  
County of Deschutes } SS.

This instrument was acknowledged before me on this 31 day of March, 2026  
by Craig Horrell, as Managing Director,  
Name of Representative Title of Representative  
of Central Oregon Irrigation District  
Name of Entity on behalf of whom this instrument was executed

  
\_\_\_\_\_  
Notary Public  
My commission expires: 6/23/29

AFTER RECORDING RETURN TO:

North Unit Irrigation District  
2024 NW Beech Street  
Madras, OR 97741

## FISH BYPASS PIPE AND POWER EASEMENT AGREEMENT

THIS FISH BYPASS PIPE AND POWER EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of \_\_\_\_\_, 2026 (“**Effective Date**”), by and between Central Oregon Irrigation District, an Oregon municipal corporation (“**Grantor**”), and North Unit Irrigation District, an Oregon municipal corporation (“**Grantee**”), with reference to the following facts:

### RECITALS

A. Grantor is the owner of the real property located in Deschutes County, Oregon, legal described on Exhibit A attached hereto and incorporated herein by this reference (the “**Grantor Property**”).

B. Grantee desires to replace its existing axial-cylinder fish screens at the North Unit Main Canal Diversion in Bend, Oregon, located adjacent to the Grantor Property (the “**Fish Screen Project**”).

C. The Fish Screen Project requires installation of a new underground fish bypass pipe and related appurtenances (the “**New Pipe**”) on the Grantor Property.

D. The New Pipe will connect to an existing 24-inch high-density polyethylene (“**HDPE**”) pipe (the “**Existing Pipe**”) owned by Grantee and located on the Grantor Property, which Existing Pipe passes under Grantor’s irrigation canal. The Existing Pipe terminates at a location on the Grantor Property, north of Grantor’s irrigation canal, as depicted on Exhibit B.

E. Prior to operation of the Fish Screen Project, the Existing Pipe must be connected to an existing, underground fish bypass pipe owned by Grantor (the “**COID Fish Bypass Pipe**”), which discharges fish from Grantor’s fish screen to the Deschutes River. Connecting the Existing Pipe to the COID Fish Bypass Pipe requires installation of additional pipe, fittings, and related appurtenances (the “**COID Pipe Junction**”).

F. The Fish Screen Project also requires installation of underground electric lines and related appurtenances (the “**Power Lines**”) to provide electrical service from a utility pole on the Grantor Property to a ground-mounted, enclosed utility structure located adjacent to the Grantor Property. The New Pipe, Existing Pipe, COID Pipe Junction, and Power Lines are together referred to as the “**Improvements**.”

G. To facilitate the Fish Screen Project, Grantee has requested an easement on, across, over, under, and through a portion of the Grantor Property, as depicted on **Exhibit B** attached hereto and incorporated herein by reference, for the purpose of allowing Grantee to install, operate, maintain, repair, and replace the Improvements.

H. Grantor benefits from granting the easement described in Recital G above because the Fish Screen Project will reduce the potential for harm to fish species in the Deschutes River, which furthers Grantor's and Grantee's objectives under the Deschutes Basin Habitat Conservation Plan and other related efforts, and Grantor now desires to grant such access and staging easements over and across the Grantor Property as more specifically set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Grant of Easement. Grantor hereby declares, establishes, and grants to Grantee, its successors, assigns and contractors, a perpetual, non-exclusive easement on, across, over, under and through that portion of the Grantor Property depicted on **Exhibit B** (the "Easement Area") for the purpose of installing, using, operating, maintaining, repairing, and replacing the Improvements (the "Easement"). The Easement includes the right of ingress and egress over the Grantor Property for the purpose of accessing the Easement Area.

2. Use of Easement. Grantee, in exercising its rights granted herein, shall not unreasonably interfere with Grantor's use and enjoyment of the Grantor Property. Except as provided in Section 4, Grantor hereby reserves the right to use the Grantor Property in any manner so long as such use does not materially adversely impact the rights granted to Grantee hereunder.

3. Construction and Maintenance of Improvements.

3.1. Grantee shall be solely responsible for construction, installation, maintenance, repair, and replacement of the Improvements. Any work on the Improvements shall be done in accordance with applicable laws, regulations, and permits, and in a lien-free, professional, and safe manner.

3.2. Prior to installation of the New Pipe, COID Pipe Junction, and Power Lines, Grantee shall provide Grantor with opportunity to inspect excavated areas and drilled holes in the Easement Area for evidence of water intrusion. Grantee shall notify Grantor at least 5 days prior to completion of excavation or drilling to provide opportunity for Grantor's staff or representative to inspect excavated areas and drilled holes. Upon receiving such notification, if Grantor requests an opportunity to inspect the excavated areas or drilled holes, then Grantee shall reasonably cooperate with Grantor to schedule such inspection.

3.3. Grantee shall ensure that construction, installation, maintenance, repair, and replacement of the Improvements does not substantially interfere with Grantor's irrigation facilities or delivery of water through those facilities. Grantee shall promptly restore and repair (or cause to be restored and repaired) any damage to the Grantor Property caused by Grantee's use

of the Easement Area, including, without limitation, maintenance or repair of existing utilities (i.e., electricity, gas, telephone, cable, and other communications services) serving the Grantor Property, irrigation equipment, landscaping, and access roads. In addition, Grantee will keep the Easement Area in tidy, well-maintained condition, and will promptly clean, maintain, and remove dirt and construction debris from any parts of the Grantor Property or the adjacent public roads as necessary and if requested by Grantor.

4. Grantor's Relocation Rights. If Grantor reasonably requires all or a portion of the Easement Area to maintain or repair Grantor's irrigation facilities after the Improvements are constructed, and if Grantor has no reasonable options other than to relocate Grantee's Improvements to accomplish such maintenance or repair, then Grantee agrees to relocate (or cause to be relocated) the Improvements within the Easement Area. Grantee and Grantor shall share equally all costs and expenses required to relocate the Improvements. Grantor shall provide at least 3 months' notice to Grantee prior to any maintenance or repair of Grantor's irrigation facilities that reasonably requires relocation of the Improvements. Grantor agrees to reasonably cooperate with Grantee to minimize Grantee's costs and impacts to operation of the Fish Screen Project associated with relocation of the Improvements required under this section. If the Easement Area must be relocated to accommodate Grantor's maintenance or repair of its irrigation facilities, then the parties agree to cooperate to realign or relocate the Easement Area. Immediately after the completion of any relocation or realignment of the Easement Area, the parties shall execute and cause to be recorded in the Official Records of Deschutes County an amendment to this Agreement that includes a new legal description or depiction of the applicable Easement Area located on the Grantor Property, resulting from such relocation or realignment.

5. Indemnification. Grantee shall indemnify, defend, and hold harmless Grantor, its successors and/or assigns for any loss, damage, claims, fees (including attorney fees), property damage, injury, or death related to Grantee's and Grantee's employees', agents', guests', licensees', and representatives' use of the Improvements or other exercise of rights by Grantee under this Agreement, except to the extent such loss, damage, claims, fees (including attorney fees), property damage, injury, or death is due to the negligence or intentional misconduct of Grantor or an employee, agent, guest, licensee, representative, successor, or assign of Grantor, in which case Grantee's indemnity shall be limited to the negligence of its own party undertaking the use or activity.

6. Insurance. During the term of this Agreement, Grantee and any of its contractors and assigns that will be operating construction equipment on the Grantor Property ("**Grantee Parties**") shall maintain, or cause to be maintained, a policy of commercial general liability insurance insuring against claims of bodily injury and death or property damage or loss with respect to or arising from the Fish Screen Project or any portion thereof, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (on a per location basis), with umbrella or excess liability coverage of not less than \$5,000,000 per occurrence, and automobile liability coverage of non-owned and hired vehicles used in connection with the Fish Screen Project with a combined single limit of not less than \$1,000,000 per occurrence. Each such policy shall (A) be on an "occurrence" basis rather than a "claims made" basis, and (B) name Grantor, and any other person or entity reasonably requested by Grantor, as additional insureds. Such liability insurance shall be primary and noncontributory with any liability insurance carried by Grantor. In addition, Grantee Parties shall maintain workers compensation insurance in amounts required by

law. As a condition of continued ongoing access to the Grantor Property, Grantee Parties shall provide certificates of insurance evidencing the insurance required under this Section 6 within 24 hours of Grantor's request therefor.

7. Covenants Running with the Land. This Agreement and the easement rights, duties, and obligations of Grantee and Grantor shall be construed as covenants running with the land and be binding on and inure to the benefit of the heirs, successors, assigns, and personal representatives of the parties.

8. Term. This Agreement shall commence on the Effective Date. Unless otherwise canceled or terminated in writing by the mutual agreement of Grantee and Grantor, the Easement granted in this Agreement shall continue in perpetuity or such shorter term if mandated by Oregon law.

9. Miscellaneous Provisions.

9.1. Recitals. The Recitals set forth at the beginning of this Agreement of any matters or facts shall be conclusive proof of their truthfulness and the terms and conditions stated in the Recitals, if any, shall be deemed a part of this Agreement.

9.2. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

9.3. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the Improvements and the easement associated therewith and supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties regarding the foregoing matters. There are no representations, agreements, arrangements, or understandings, oral or in writing, between or among the parties to this Agreement relating to the subject matter of this Agreement that are not fully expressed in this Agreement or any addendum or supplement hereto.

9.4. Interpretation and Headings. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement.

9.5. Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

9.6. Venue. The venue of any action brought to interpret or enforce this Agreement shall be located in Deschutes County, Oregon.

9.7. Severability. If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, to any extent shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any

person or circumstance, shall remain in full force and effect and in no way shall be affected, impaired, or invalidated thereby.

9.8. Waiver. The waiver by one party of the performance of any covenant, condition, or promise under this Agreement shall not invalidate this Agreement, nor shall it be considered a waiver by it of any other covenant, condition, or promise under this Agreement. The waiver by either or both parties of the time for performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

9.9. Amendment. This Agreement may be amended or supplemented at any time, but only by the written agreement of the parties hereto.

9.10. No Third-Party Beneficiaries. Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the parties hereto and no other person or entity has or shall acquire any rights hereunder,

9.11. Attorneys' Fees. In the event of any litigation involving the parties to this Agreement to enforce any provision of this Agreement, to enforce any remedy available upon default under this Agreement, or seeking a declaration of the rights of a party under this Agreement, the prevailing party shall be entitled to recover from the other such attorneys' fees and costs as may be reasonably incurred, including the costs of reasonable investigation, preparation, and professional or expert consultation incurred by reason of such litigation or appeal.

9.12. Notice. All notices desired or required hereunder must be in writing and may be served by (i) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivering the same in person to such party, or (iii) delivering the same by FedEx or UPS or similar recognized overnight courier service to such party. Notice given in accordance herewith shall be effective upon delivery to the address, set forth below or to such other address as may be provided by any party by notice to the other parties:

If to Grantor: Central Oregon Irrigation District  
Attn: Craig Horrell, Managing Director  
1055 SW Lake Court  
Redmond, OR 97756

If to Grantee: North Unit Irrigation District  
Attn: Josh Bailey, General Manager  
2024 NW Beech Street  
Madras, OR 97741

9.13. Authority. The individuals executing this Agreement on behalf of a party each represent and warrant that they have the authority to enter into this Agreement on behalf of such party. Each party to this Agreement represents that the consent, approval, or execution of or by any third party is not required to legally bind such party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed as of the date first written above.

**GRANTOR**

CENTRAL OREGON IRRIGATION DISTRICT, an  
Oregon municipal corporation

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

Its:

STATE OF OREGON            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, \_\_\_\_\_ of Central Oregon Irrigation District, personally known to me.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

*[Signatures continue on the following page]*



# EXHIBIT A

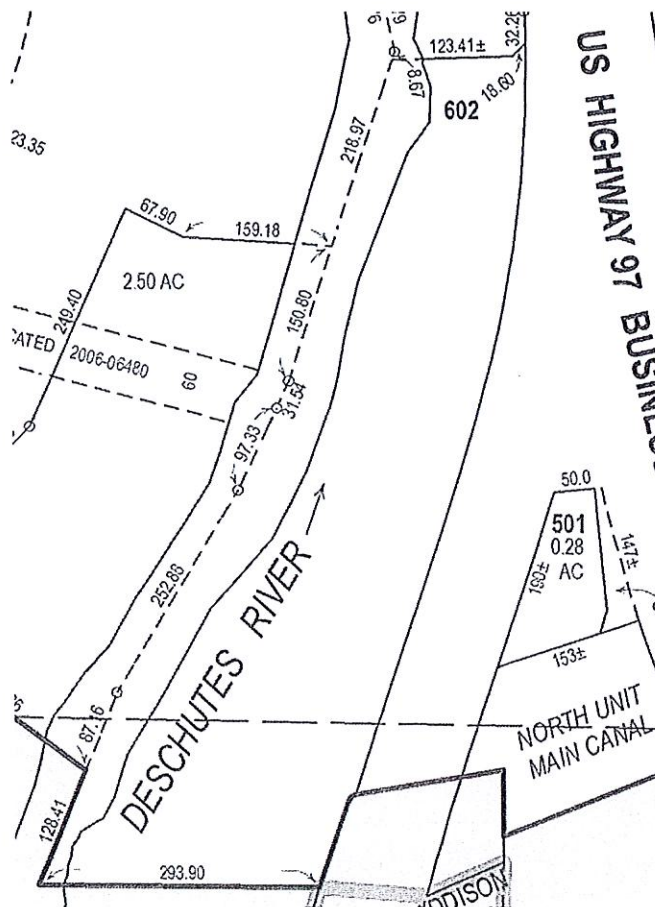
Grantor Property

(Legal Description)

A portion of:

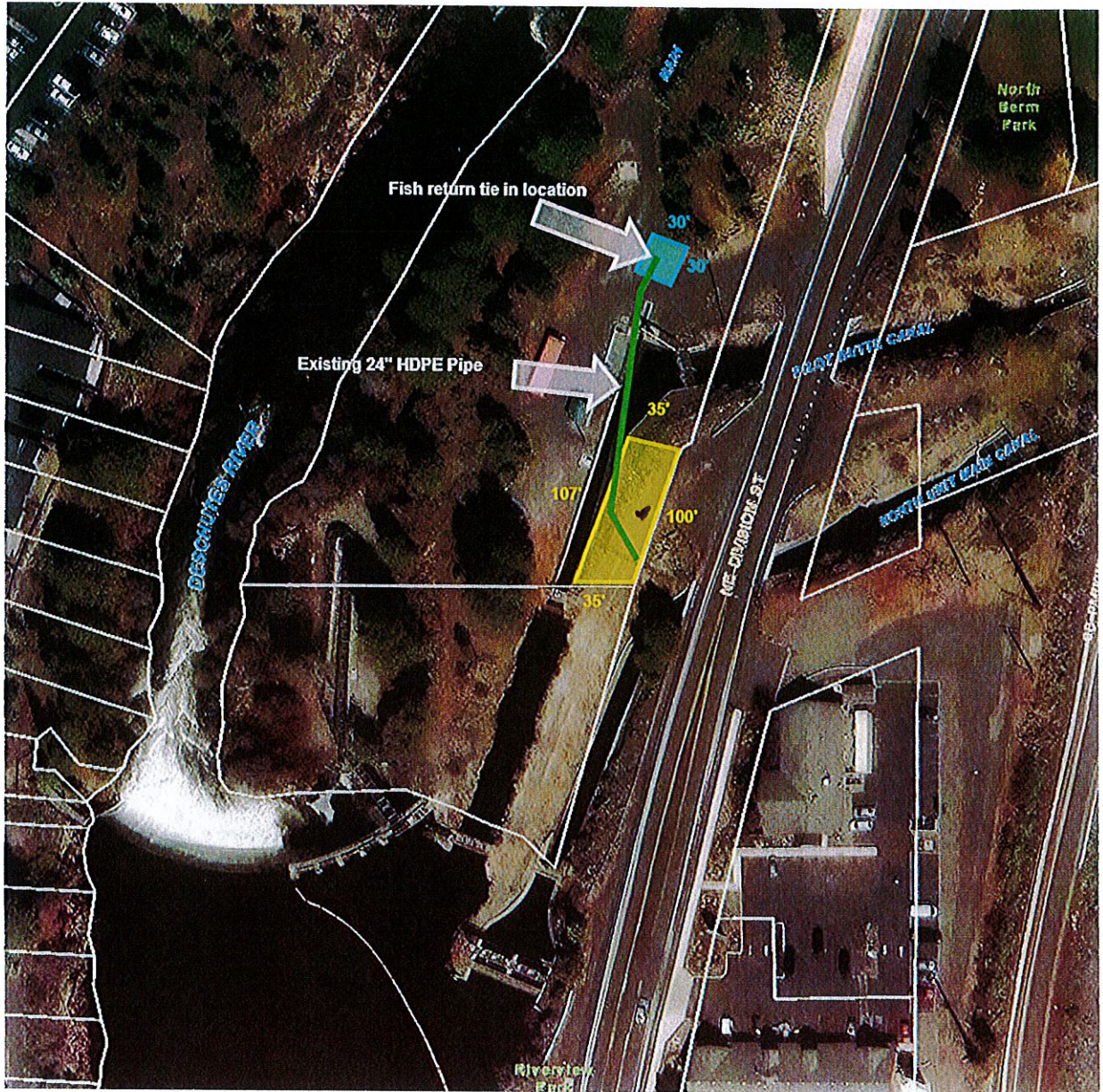
All that portion of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 29, TOWNSHIP 17 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN lying on the Westerly and Northerly side of U.S. Highway 97 right-of-way (1931 location) and lying also Westerly and Northerly of the North Canal right-of-way and extending to the center of the channel of the Deschutes River; and all of that portion of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 29, TOWNSHIP 17 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN lying on the Westerly and Northerly side of the North Canal right-of-way as now constructed (right-of-way being 50' on each side of the centerline of said canal) to the channel of the Deschutes River lying Northerly and downstream from the North Canal Dam.

Assessor's Map No.: **NE 1/4 SEC. 29 T 17S R 12E** Lot No.: **602**



# EXHIBIT B

## Easement Area



# NUID Bend Fish Screens Budget vs Grant Funding

HDR Bend Fish Screens		Original Agreement	ASR #1	ASR #2	Total Tasks	NUID Approved	TB Approved
Task 1	Project Management	\$ 6,187.00	\$ 1,242.00	\$ 20,501.00	\$ 27,930.00	\$ 17,429.00	\$ 10,501.00
Task 2	Plan Review	\$ 23,574.00	\$ 14,433.00	\$ -	\$ 38,007.00	\$ 38,007	\$ -
Task 3	Pre-bid & Bid Support	\$ -	\$ -	\$ 21,297.00	\$ 21,297.00	\$ 21,297	\$ -
Task 4	Engineering Services During Construction	\$ -	\$ -	\$ 87,619.00	\$ 87,619.00	\$ 75,000	\$ 12,619.00
Task 5	Provide Construciton Close-out Support	\$ -	\$ -	\$ 35,401.00	\$ 35,401.00	\$ -	\$ 35,401.00
<b>Total</b>		<b>\$ 29,761.00</b>	<b>\$ 15,675.00</b>	<b>\$ 164,818.00</b>	<b>\$ 210,254.00</b>	<b>\$ 151,733</b>	<b>\$ 58,521.00</b>
<b>Black Rock Consulting</b>		<b>Original Agreement</b>			<b>Total Tasks</b>	<b>NUID Approved</b>	<b>TB Approved</b>
	Bidding/VE Support/Owners Rep	\$ 77,885.00	\$ -	\$ -	\$ 77,885.00	\$ 77,885	\$ -
<b>Clearwater Engineering (billed thru BRC)</b>		<b>Original Agreement</b>			<b>Total Tasks</b>	<b>NUID Approved</b>	<b>TB Approved</b>
	Bidding/VE Support/Owners Rep/C of C	\$ 179,170.00	\$ -	\$ -	\$ 179,170.00	\$ 179,170	\$ -
<b>The Wallace Group</b>		<b>Original Agreement</b>			<b>Total Tasks</b>	<b>NUID Approved</b>	<b>TB Approved</b>
	Special Instctions	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ 10,000	\$ -
<b>Pacific Power</b>		<b>Original Agreement</b>			<b>Total Tasks</b>	<b>NUID Approved</b>	<b>TB Approved</b>
	Three Phase Power	\$ 14,259.00	\$ -	\$ -	\$ 14,259.00	\$ -	\$ 14,259.00
<b>Total Consultant Costs</b>						<b>\$ 418,788</b>	Required
<b>Contactar - HP Civil</b>		<b>Original Agreement</b>			<b>Total Tasks</b>	<b>NUID Approved</b>	<b>TB Approved</b>
	Construction of Fish Screens	\$ 10,293,295			\$ 10,293,295	\$ 10,293,295	\$ -
<b>Contactar - TBD</b>		<b>Future Agreement</b>			<b>Total Tasks</b>	<b>NUID Approved</b>	<b>TB Approved</b>
	Fish Return Pipe	\$ 75,000			\$ 75,000	\$ -	\$ 75,000
<b>Total Construction Costs</b>						<b>\$ 10,293,295</b>	Required
<b>Grant Funding</b>		<b>Program</b>	<b>Grant #</b>			<b>Amount</b>	
	OWRD	WPGL	WPG-0047-24			\$ 1,971,924	Pending Award
	OWRD	WPGL				\$ 197,192	
	ODFW	AARPA	53300 700707-0			\$ 750,000	
	OWEB	Restoration	224-4019-23676			\$ 999,999	
	BOR	AER	R25AC00132-00			\$ 5,965,809	
	ODFW	S&P	53300 882300-10			\$ 750,000	
<b>Total Grant Funding</b>						<b>\$ 10,634,924</b>	
<b>FUNDING SHORTFALL</b>						<b>\$ (77,159)</b>	
<b>Funding Shortfall with Pending Approvals</b>						<b>\$ (224,939)</b>	
<b>Possible Future Funding</b>							
	ODFW (3rd) Private Forest Accord					\$ 1,495,000	
	OWEB (2nd) Open Solicitation Rest. V2					\$ 1,397,930	
						<b>\$ 2,892,930</b>	

Paid thru 03/31/2026	
\$	114,646
\$	56,917
\$	1,523
\$	-
\$	1,955,944
\$	-
\$	2,129,031

## Special Projects Manager Report

April 2026

- **Pacific Power EV Grant**
  - EV's purchased and operational!
  - Will begin reporting/tracking
- **Emrgy FPV (Floating Solar)**
  - USBR still processing amendments
    - Followed up with PM on status of NEPA/CatX
- **NLine-ETO 'Haystack Bypass' Hydro proposal**
  - NLine partnering with ETO to conduct feasibility analysis for a new MW hydro facility at the Haystack Bypass-Outlet convergence
  - *(see attached scope)*
  - Board approval?
- **58-11 Flume**
  - Project paused due to USBR compliance "deviation"
    - NUID broke ground without NTP from BoR
    - Missed compliance requirements: NEPA & Cultural
  - USBR is reviewing case, NUID waiting for NTP
- **Wickiup Automation Project**
  - Flow Measurement
    - Requested updated estimate from Rittmeyer (see update budget, slight increase)
    - OWRD Grant 25/75 cost share; possible extension of project deadline to 2027
    - Will request cost-share funds from new USBR grant
  - Automation (actuators):
    - USBR grant rejected (procedural error, not substantive)
    - Will pursue new WaterSMART grant in June
- **Misc**
  - USFWS Conserved Water
    - Tracking began 3/26 - 2438AF used, 16784AF remaining
  - Nuisance telemetry troubleshooting

# North Unit Irrigation District Board Meeting

April 14, 2026

## O&M Report

### Maintenance

Crew has done some final touch-ups of the Juniper Butte Main canal liner project.

Delivery installations on rides 43 and 64.

Installation of weed racks,

Filling in on burn crews where needed and priming help.

### Ditch Riders

Burning of each ride; priming of ditches; finished up punch list items before water.

### Mechanic Shop

Completed repairs needed on water trucks and burn trucks.

Repairs on Freightliner dump truck and general fleet maintenance.

Finalizing repairs on Bend Fish screens.

Helped with priming.

### Miscellaneous

58-11 House has passed all inspections and NUID has received a Certificate of Occupancy.

Minor repairs have been done by the manufacturer's contractors.

Jesse has officially moved into the 58-11 house.

We have had three employees out for various reasons throughout the month of March and beginning of April.

We currently have two temporary employees hired for the priming season to offset the shortage of crew members.



2024 NW Beech Street  
Madras, Oregon 97741

(541) 475-3625  
(541) 475-3652  
Fax (541) 475-3905  
nuid@northunitid.com

April 10, 2026

### Proposed Vehicle Sale List

With the receipt of a Pacific Power grant to fund two Ford Lightning EV F-150 trucks, NUID requests permission to auction one vehicle that will not be used, per District Resolution 2013-08.

The vehicle under consideration for sale is as follows:

- 1) #75 - 2000 GMC Yukon XL 4X4 SUV with approximately 133,000 miles
  - a. This vehicle is being replaced with the 2017 Ford Explorer.

Dennis Krueger  
Operations Manager

**NORTH UNIT IRRIGATION DISTRICT  
JEFFERSON COUNTY, OREGON**

**RESOLUTION NO. 2013-08**

**A Resolution Concerning  
Property Disposition – Surplus Property**

WHEREAS, the North Unit Irrigation District (“District”) in Jefferson County, Oregon, is a public entity subject to Oregon’s Public Contracting Code (“Code”), Oregon Revised Statutes (“ORS”) chapters 279A, 279B, and 279C; and,

WHEREAS, ORS 279A.070 permits a contracting agency to adopt rules necessary to carry out the provisions of the Public Contracting Code, including but not limited to rules for the procurement, management, disposal and control of goods, services, personal services and public improvements under the Public Contracting Code, and ORS 279A.185 specifically authorizes such rules to be established for disposal of surplus property, notwithstanding competitive procurement requirements;

NOW, THEREFORE, the Board of Directors (“Board”) of the District hereby establishes its own rules for disposition of surplus personal property, as follows:

1. Policy and Intent. The Board’s intent is to minimize the cost of disposing of surplus property of low value, while ensuring that the District receives maximum return for items of greater value. **These rules do not apply to disposal of real estate.**

The Board seeks to establish disposal procedures that are as efficient and expedient as possible. The District Manager is hereby authorized to declare personal property to be surplus, and to evaluate its value. Thereafter, the District may dispose of surplus property in any of the following ways, as is deemed to best serve the public interest:

A. Auction. Surplus personal property may be sold at auction if the District determines that the auction contemplated results in a higher net return than if the property were sold by competitive written bid.

B. Negotiated Sale. The District may sell personal property, including recyclable or reclaimed materials, without competitive bidding if it has determined that a negotiated sale will result in increased net revenue and the following conditions are met:

- 1) When the current market value per item is deemed to be less than \$5,000, the District may establish a selling price, schedule and advertise a sale date, and sell to the first qualified purchaser meeting the sales terms; or

- 2) When the current value per item is deemed to exceed \$5,000, the personal property must be offered for competitive written bid and be advertised, or be offered for sale at public auction.
- 3) Personal property not sold through the competitive bid process, as defined above, shall be made available for sale by other means (classified ad, social media, general interest, etc.) determined by the Manager.

C. **Liquidation.** The District may sell personal property through a commercially recognized third party liquidator if it has determined that a liquidation sale will result in increased revenue and the following condition is met:

- 1) The selection of the liquidator was conducted by a competitive quotation or request for proposals process.

D. **Donation.** The District may transfer personal property without remuneration or only nominal remuneration without competitive bids to the following entities:

- 1) Another public agency; or
- 2) Any qualified rehabilitation facility, work activity center or group care home which operates under contract or agreement with, or grant from, any State agency and which is certified to receive federal surplus property; or
- 3) Any recognized nonprofit entity.

E. **Disposal.** Property having no value may be disposed of in a public dumping site or recycled, if feasible.

F. **Trade.** The District Manager may trade personal property when the current market value per item is deemed to be less than \$500 in value, provided that the District receives in return personal property from any other entity or individual that has a like current market value.

When the current market value per item is deemed to exceed \$500, the trade of personal property must be approved by the Board of Directors at a regularly scheduled board meeting. For all trades of personal property at the current market value per item of \$5,000 or more, each item of personal property shall be appraised to determine the current market value of each item. The District shall not be required to obtain an appraisal for trades of used equipment for purchase of like kind equipment in the normal course of business; however, these trades shall be approved by the Board.

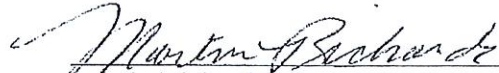
**Effective Date:**

This Resolution shall take effect immediately upon its adoption by the Board of Directors. This Resolution shall replace Resolution No. 2006-01 in its entirety.


**ADOPTED BY THE BOARD OF DIRECTORS OF NORTH UNIT IRRIGATION DISTRICT AT A REGULAR MEETING HELD ON THE 16<sup>th</sup> DAY OF DECEMBER 2013, BY THE FOLLOWING VOTES:**

AYES: 4  
NAYS: 0  
ABSENT: 1

Approved this 16<sup>th</sup> day of December, 2013.

  
Martin Richards, Chairman

ATTEST:

  
Mike Britton, Secretary-Manager



2024 NW Beech Street  
Madras, Oregon 97741

(541) 475-3625  
(541) 475-3652  
Fax (541) 475-3905  
nuid@northunitid.com

## **Proposed Permanent Water Right Transfers - April 14, 2026, Board Meeting**

### **NUID Transfer 2026-01**

Derek and Misty Ceciliani are proposing to rearrange the water rights on their property to improve irrigation efficiency. 0.70 acres will be rearranged on the property (0913260000200).

### **NUID Transfer 2026-02**

Jack Ickler is needing to transfer off 23.1 acres of water rights due to a housing development on his land. The 23.1 acres of water rights are being transferred to Norton Land Company LLC (Tom Norton).

### **NUID Transfer 2026-03**

New Era Land LLC (Ryan Boyle) is wanting to rearrange the water rights on their property to improve irrigation efficiency. 5.9 Acres will be rearranged on the property (1013030000400).

### **NUID Transfer 2025-02 (Update to "ON" Location)**

OWRD contacted Julia regarding this transfer due to an issue with one of the ON lands, which had existing groundwater rights. Julia then contacted Aaron Martin, and it was determined that the 8.4 acres of water rights would be moved to a new location.

# Meetings Schedule



**DRAFT 1**

## **Deschutes Basin Board of Control (DBBC)** **Congressional and Agency Meetings – Washington, DC** **April 13 – 15, 2026**

### **Monday, April 13<sup>th</sup>**

- |          |  |
|----------|--|
| TBD      | Briefing Meeting with TFG – Lane Dickson<br>Time and location TBD  |
| NOON     | Meeting with Olivia Wilhite, Senior Legislative Assistant<br>Office of Representative Val Hoyle (OR-4 <sup>th</sup> )<br>1620 Longworth HOB; Contact: David Martinez – 202-225-6416            |
| 11:00 AM | Meeting with June Zhu, Policy Advisor<br>Office of Representative Janelle Bynum (OR-5 <sup>th</sup> )<br>1508 Longworth HOB; Contact: Christopher Berry – 202-225-5711                         |
| 1:30 PM  | Meeting with Senate ENR- Melanie Thornton (Minority)<br>304 Dirksen Senate; Phone: 202-224-4791  |
| 2:00 PM  | Meeting with Jacob Egler, NR Senior Policy Advisor<br>Sydney Beasley, Legislative Assistant<br>Office of Senator Ron Wyden (OR)<br>221 Dirksen Senate; Contact: Natalie Hawkins – 202-224-5244 |
| 3:00 PM  | Meeting with Senate AG Committee – Bi-Partisan Meeting<br>Coleman Garrison (Majority)<br>Alex Noffsinger (Minority)<br>328 Russell Senate; Phone: 202-258-0456                                 |
| 5:00 PM  | Meeting with Senator Jeff Merkley (OR)<br>Meredith Booker, Policy Advisor<br>531 Hart Senate; Contact: Lucky – 202-934-4686  |

**Tuesday, April 14<sup>th</sup>**

- 10:00 AM Meeting with the U.S. Fish and Wildlife Service (FWS)  
Brian Nesvik, Director  
Contact: Roslyn Sellars – [scheduling@fws.gov](mailto:scheduling@fws.gov)
- 11:00 AM Meeting with BOR  
Acting Commissioner Scott Cameron  
1849 C Street, NW – Conference Room  
Contact: Milly Okamura
- 1:00 PM Meeting with House NR  
Matthew Muirragui (Deputy Staff Director), Qay-liwh Ammon (Professional Staff)  
186 Ford HOB; Contact: Qay-liwh Ammon – 202-225-6065
- 3:30 PM Meeting with Representative Cliff Bentz (OR-2<sup>nd</sup>)  
409 Cannon HOB; Contact: Sasha Torrealbea – 202-225-6730
- 4:30 PM Meeting with Senate Approps EWD  
Katie Williams, Professional Staff Member  
124 Dirksen Senate; 202-224-5339

**Wednesday, April 15<sup>th</sup>**

- 10:00 AM Meeting with Senate ENR – James Priest (Majority)  
304 Dirksen Senate; Phone: 202-224-4791
- 11:00 AM Meeting with House NR – Richie O’Connell/Doug Levine (Majority)  
1522 Longworth HOB; Contact: Jackson Renfro – 202-225-2761
- 6:30 PM Dinner at Capital Grille  
601 Pennsylvania Avenue, NW – 202-737-6200  
Reservation for five ppl under Lane Dickson

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**Pending:** Meeting with USDA/FPAC – Chief Aubrey Bettencourt  
1400 Jefferson Drive, SW  
Contact: Morgan Marburger

**Attendees:**

1. Craig Horrell, President of DBBC and GM of Central Oregon Irrigation District
2. Josh Bailey, General Manager of North Unit Irrigation District and Director of DBBC
3. ShanRae Hawkins, StingRay Communications
4. Lane Dickson, Partner, TFG

Contact: Tina Dykstra at [tdykstra@tfgnet.com](mailto:tdykstra@tfgnet.com); or 202-345-3007



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April 7, 2026

Yancy,

Thank you for taking my call last week and for your willingness to post NUID's perspective. I do not intend to respond to your entire post, as that would be more appropriate for COID. However, I would like to address a couple of items, specifically your comments regarding NUID and the article you penned on January 21, 2023.

I would like to underscore that NUID holds a junior water right in the Deschutes Basin. Every drop of conserved water is crucial for our patrons, not only for their economic survival but also for their ability to continue producing food for the world. Nearly 60% of the world's hybrid carrot seed comes from NUID patrons, which is sufficient to feed 1 billion people annually. Additionally, last year, 5,847 acres of wheat were cultivated, yielding between 120 and 130 bushels per acre. This amount of wheat is enough to bake approximately 7,200 one-and-a-half-pound loaves of bread per acre. These are just two examples of the many crops grown by NUID patrons; overall, we cultivate over 50 different crops to help sustain the global food supply. Imagine what we could achieve if our patrons received their normal allotment of over 2 acre-feet per acre. It's essential to remember that food security is national security, and as such, every drop of water that we can conserve and keep on farm is important.

The federal government subsidizes thousands of products every year. Supporting irrigation districts is a one-time investment that will sustain food, fiber, and fuel production for more than a century, while also reducing energy consumption by creating pressurized water systems that lessen reliance on pumps. In addition, increased river flows resulting from district conservation efforts provide significant environmental and recreational benefits. Piping canals also significantly improve community safety and reduce the spread of noxious weeds.

District patrons are now in their eighth consecutive year of drought and are receiving less than their normal allotment of over 2 acre-feet of water per acre. These reduced allotments force deficit farming, affecting not only growers but also surrounding communities, which generate nearly \$136 million in economic output. These multigenerational farms want to continue producing food for our communities and the world, but they face very serious threats if basin-wide conservation efforts are not maintained.

You mentioned that NUID is required to return only 25% of the saved water instream, and you referred to the article you wrote on January 21, 2023, in which you stated, "This project remains a massive public subsidy mostly for private benefit." On December 18, 2024, NUID and other Deschutes Basin irrigation districts signed off on a memorandum entitled "Water Conservation and Protection Pathway for Irrigation Modernization Projects in the Upper Deschutes Basin." This agreement mandates that NUID place 100% of the conserved water instream for the state-funded portion of our piping projects, enforced through specific grant language tied to the completion of each district piping project. To date, we have already placed 5.3 cubic feet per second (CFS), amounting to 2,246 acre-feet of water, instream. More water will continue to be placed instream based on state matching fund requirements. Large-scale piping projects cannot be completed without the use of state matching funds, so as these projects are finalized, more

water will be allocated instream than indicated in the NUID's Environmental Assessment (EA). Based on current state funds available, we anticipate placing over two-thirds of the conserved water instream for PG1 Lateral 43, and we have already begun releasing over 25% of the conserved water generated from our efforts during the 2025 irrigation season. Bottom line, we are placing more water instream than previously indicated, and the remaining conserved water (if there is any) will be used to shore up NUID's already limited supply of water.

Additionally, according to the Deschutes Basin Habitat Conservation Plan (DBHCP), NUID is obligated to increase flows out of the Wickiup Reservoir, regardless of the conservation efforts in other districts. Therefore, tying NUID's DBHCP flow requirements to COID's Environmental Impact Statement (EIS) is not applicable, as we are already legally mandated to provide for these elevated flows.

NUID strives to be a collaborative partner with all entities in the Basin and is committed to the health of the river, local communities, and the ecosystem. However, we also need to ensure that there is enough water to continue food production for our community, our nation, and the world. These efforts cannot be sustained without upgrading all irrigation systems to current technology standards. I believe you would agree that there is adequate water in the system to meet everyone's needs, but it requires investment from all parties to make this happen. We appreciate your collaboration and consideration of this matter.

Respectfully,

Josh Bailey  
General Manager