

AGENDA
NORTH UNIT IRRIGATION DISTRICT
BOARD OF DIRECTORS' MEETING

Tuesday, June 9, 2026 - 8:30 am

Jefferson County Annex 66 SE D 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, May 12, 2026	
Approval of Bills	Leslie Maynard
Financial Reports & Office Report	
Resolution 2026-08 Preferred Pathway	Josh Bailey
Preferred Pathway Implementation Agreement	
COID-NUID Conserved Water Agreement (G and G2)	
Special Projects Manager's Report	Collin Cowsill
Resolution 2026-06 BOR/OWRD Grant Application	
O&M Report	Dennis Krueger
Lateral 43 Segment's 3 & 4 Bid Package	Kevin Crew
Assistant Manager's Report	Erek Fuchs
Resolution 2026-07 Public Contracting Rules and Procedures	
Cloud seeding grant extension request	
Manager's Report	Josh Bailey
Water Supply	Lonnie Lang
Public Comment (5 minutes)	

Other Business and Announcements

Next Board Meeting – Tuesday, July 14, 2026, at 8:30 AM

Agenda Notes

Date: June 5, 2026

To: NUID Board of Directors

Subject: Board Meeting – **Tuesday, June 9, 2026, 8:30 am**

Location: **Jefferson County Annex 66 SE D 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: May 12, 2026, Regular Meeting

Approval of Bills: April 1-30, 2026

Financial Reports:

OM Maynard will present the April 2026: Budget Comparison, LGIP Statement, DBBC report, Bank Reconciliation & Statement, and the Office report at the meeting. Enclosed are copies for your review. Post audit 2025 Budget vs Actual.

Resolution 2026-08: Preferred Pathway and Implementation Agreement:

GM Bailey will present a formal agreement with OWRD to execute the Pathway Implementation Memo dated December 18, 2024. This agreement will be accompanied by Resolution 2026-08, which authorizes GM Bailey to sign the agreement pending minor revisions. Both documents are included in your packet for review.

COID-NUID Conserved Water Agreement (G and G2):

GM Bailey will present a conserved water agreement for COID's G and G2 laterals. This agreement is similar to prior piping projects and will conserve up to 3.4 cfs of water, helping NUID meet HCP requirements as outlined in the Conserved Water Pathway memo. Your packet includes additional 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.

Resolution 2026-06 BOR Grant Application:

Your packet contains Resolution 2026-06, which authorizes the submission of a USBR Small-Scale Water Efficiency Grant application and the allocation of match funding in the event that the grant is not awarded. SPM Cowsill will present additional details during the meeting.

O&M Report:

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

Lateral 43 Segments 3 & 4 Bid Package:

OM Krueger will present details regarding the upcoming bid submission for the remaining section of the Lateral 43 pipeline project. District engineering consultant Kevin Crew will be available to address any questions. Please consult your packet for further information.

Assistant Manager Report:

AM Fuchs will present Resolution no. 2026-07: Adopting Public Contracting Rules and Procedures for board consideration. Enclosed is a copy for your review. AM Fuchs will provide an update on the extension request through BOR regarding the cloud seeding grant. AM Fuchs will also provide a staffing update to include the recent (May 29th) retirement of Ken Ames and the return of James Scott back to work as of June 1st.

District Manager's Report:

DM Bailey will present the manager's report at the meeting.

- OWRD Grant Agreement Amendment +\$197,192 for BFS Project.
- NRCS Funding update for Segment 4, Lateral 43.
- OWRD Public Scoping and Potential Rulemaking.
- Bend Fish Screen Project Budget Update.

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 – July 14, 2026, at 8:30 am

**Minutes
North Unit Irrigation District
Regular Board Meeting
May 12, 2026**

Chair Kirsch called the meeting to order with a quorum present at 8:31 am, in regular session at the Madras Municipal Airport 2028 NW Berg, 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 arriving at 8:36 am

Staff Members Present

Joshua Bailey, 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

Virtual: Michael (declined to identify further)
Virtual: David Filippi re Preferred Pathway Memo Implementation
NUID Patron: Ron Oliver, David Kaiser

Approval of Agenda

Directors Thomas/Feigner moved/seconded to approve the agenda as presented. Motion carried 3-0. Chair Kirsch abstained from voting. Director Macy absent.

Public Comments on Agenda Items

None.

Approval of Minutes

Draft minutes from April 14, 2026, regular board meeting were presented. **Director Feigner/Vice Chair Boyle moved/seconded to approve the April 14, 2026, regular board meeting minutes as presented. Motion carried 3-0. Chair Kirsch abstained. Director Macy absent.**

Approval of Bills

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

Financial Reports

Finance Manager Maynard presented the March 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

Finance Manager Maynard presented the April 2026 Office Manager Report.

2025 Audit Report

Rich Winkel from Dougall Conradie LLC presented the findings from the 2025 Standard Audit and the 2025 Single Federal Audit.

- NUID is in full compliance with all Oregon accounting laws.
- Major Federal Program (grants) have complied with requirements.
- No weaknesses or deficiencies noted.

Directors Thomas/Macy moved/seconded to approve the 2025 Standard Audit and the 2025 Single Federal Audit as presented. Motion carried 4-0. Chair Kirsch abstained.

Preferred Pathway Memo Implementation

District counsel David Filippi presented the draft document and answered board questions regarding the previously agreed-upon 2024 Preferred Pathway Memo issued by OWRD, which sets the process to allow water conserved by Deschutes Basin irrigation districts available to NUID.

NUID recently applied to transfer the character of use for a portion of its Wickiup Reservoir storage right, equal to the volume of that conserved water. NUID has also applied for a new secondary water right allowing the use of stored water for flow augmentation and irrigation.

OWRD has raised concerns about the potential for NUID to cancel the new secondary use right or transfer it to a purpose other than flow augmentation.

The draft agreement is intended to address OWRD's concerns regarding the implementation of the Preferred Pathway Memo. The draft will be resubmitted to OWRD, and a finalized agreement will be voted on at a future board meeting.

Black Rock Consulting (BRC) 3-Year Contract Renewal

District Manager Bailey presented the Extension of Agreement between NUID and Black Rock Consulting for Services Originally Executed August 11, 2011. The agreement proposed to extend the agreement for a period of three years from the last extension date of August 11, 2026. The new term of Agreement would terminate on August 11, 2029.

Director Thomas asked if there was room for negotiations due to the cost. District Manager Bailey advised that other engineers are charging more, and Black Rock comes with 27 years of experience and expertise. **Directors Thomas/Macy moved/seconded to approve the Extension of Agreement between NUID and Black Rock Consulting for three years terminating on August 11, 2029. Motion carried 4-0. Chair Kirsch abstained.**

BRC Amendment No. 3, Segments 3 and 4, Lateral 43

The scope of services under the agreement were amended to include additional service for bidding services and course of construction quality assurance. **Vice Chair Boyle/Director Feigner moved/seconded to approve Amendment No. 3. Motion passed 4-0. Chair Kirsch abstained.**

Special Projects Manager's Report

SPM Cowsill presented the special projects manager's report at the meeting. Wickiup Flow Measurement Automation Grant requires a 25% cost share. SPM Cowsill will request cost share funds from new USBR grant. Seeking board approval to commit 25% cost share from Hydro Power Fund if he is unable to secure federal funds. **Directors Thomas/Feigner moved/seconded to approve Hydro Power Fund as 25% cost share if federal funds are not secured. Motion passed 4-0. Chair Kirsch abstained.**

O&M Report

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

Assistant Manager's Report

Assistant District Manager Fuchs presented the Assistant Manager's report at the meeting.

- Staffing Report
 - 1 currently out on PLO
- Grant Funding Report
 - Cloud seeding grant extension.
 - The floating solar grant modification request is likely to be denied due to Federal budget changes, Department of Interior budget reviews, and Office of Management and Budget approvals. District staff have met with department heads in DC to rectify the situation, to no avail. The grant expires on June 30, 2026, if the budget amendment and extension are not approved. Emrgy has been notified, and District staff have charged all expenses for the grant.

District Manager's Report

District Manager Bailey presented the following Manager's Report at the meeting. Plan approval for segments 3 & 4 on lateral 43 pipeline project.

- Bend fish screen project report.
- Washington DC lobbying trip report.
- Wickiup water accounting discussions with COID.

Water Supply

Watermaster Lang presented the Water Supply Report. Error on BOR website shows Wickiup Reservoir at 4%. Review of current supply, precipitation, snowpack, and storage vs. same date in 2025. No allotment changes.

Public Comment

None.

Other Business and Announcements

None

Next Board Meeting

The next meeting date is scheduled for Tuesday, June 9th, 2026, at 8:30 am.

Board adjourned at 10:38 am.

Signed,

Mike Kirsch
Chair

Joshua Bailey
District Manager

North Unit Irrigation
Bill Payment List
April 1-30, 2026

Date	Num	Vendor	Amount
04/07/2026	39315	Cable Huston, LLP: Public Contracting Rules	-700.00
04/07/2026	39316	Camphouse, Michelle	-10.65
04/07/2026	39317	CenturyLink	-228.49
04/07/2026	39318	City of Madras	-412.26
04/07/2026	39319	Ed Staub & Sons: March Fuel	-11,817.93
04/07/2026	39320	Gills Point S- Corporate Office: Veh# 29 & Tires	-5,061.02
04/07/2026	39321	Emmett Irrigation District	-187.50
04/07/2026	39322	H D Fowler Company	-278.81
04/07/2026	39323	B.A. Fischer Sales Co Inc: Canal Gate Bel Air/Misc.	-3,090.49
04/07/2026	39324	Central Electric Cooperative, Inc.	-391.97
04/07/2026	39325	Deschutes Valley Water Dist	-347.00
04/07/2026	39326	Baxter Auto Parts, Inc: various	-1,844.12
04/07/2026	39327	International Brotherhood of: Union Dues	-1,264.86
04/07/2026	39328	Lowe, John R: legal	-250.00
04/07/2026	39329	N&S Tractor Oregon: Maintenance (34)	-4,878.70
04/07/2026	39330	Madras Paint & Glass Inc	-20.00
04/07/2026	39331	Mike's Mobile Mix Concrete: Yeoman Bridge	-685.00
04/07/2026	39332	Home Depot Credit Services: Crkd Rve House: Flooring & Gen. Maintenance	-4,493.55
04/07/2026	39333	Madras Sanitary Service	-617.98
04/07/2026	39334	Mission Uniform & Linen	-388.36
04/07/2026	39335	Professional Benefit Services: HRA	-150.00
04/07/2026	39336	SMAF Rents, LLC	-95.00
04/07/2026	39337	Swift Steel: Weld Shop/Bel Air.	-1,028.24
04/07/2026	39338	One Call Concepts Inc	-112.18
04/07/2026	39339	The Ferguson Group, LLC	-4,000.00
04/07/2026	39340	Rock N Road Quarry: EPA Juniper Butte Grant	-3,717.78
04/07/2026	39341	Valley Credit Service	-521.67
04/07/2026	39342	Oregon Wholesale Hardware	-175.45
04/07/2026	39343	Verizon	-1,144.40
04/07/2026	39344	William A. Ward	-50.00
04/07/2026	39345	Special Districts Insurnc.: EV Truck Insurance	-2,522.00
04/07/2026	39346	Process Control Solutions: 58-11 Flume Grant	-14,433.03
04/07/2026	39347	Platt	-121.59
04/07/2026	39348	Black Rock Consulting: Bend Fish Screen Grant	-11,262.00
04/07/2026	39349	Norco Inc: Supplies	-647.15
04/07/2026	39350	Northwest Line Benefit Fund: Health Insur.	-45,805.50
04/07/2026	39351	John Deere Financial: Veh. 44/Misc.	-461.31

04/08/2026	39352	Sanger Greene, PC: Legal	-350.00
04/08/2026	39353	Carl Johnson: Patron refund/rebill	-3,421.62
04/15/2026	39354	Phil's Ace Hardware	-1,837.33
04/15/2026	39355	TS&S Ford: EV Truck Pass thru	-96,181.50
04/20/2026	39358	Pacific Power: Bend Fish Screens Grant	-14,259.00
04/22/2026	39359	BTL Lining, Inc.: EPA Juniper Grant	-129,209.76
04/23/2026	39360	AFLAC Traditional and Direct	-346.26
04/23/2026	39361	Juniper Paper & Supply	-48.42
04/23/2026	39362	BendTel, Inc.	-468.86
04/23/2026	39363	Deschutes Basin Board of Control: March	-22,590.53
04/23/2026	39364	B.A. Fischer Sales Co Inc: Maintenance	-2,188.60
04/23/2026	39365	Valley Credit Service	-524.62
04/23/2026	39366	Sunbelt Rentals, Inc.: for Priming	-1,144.45
04/23/2026	39367	Pacific Power	-2.84
04/23/2026	39368	Watson, Pamela: HRA	-1,250.13
04/23/2026	39369	Lumen	-1,149.80
04/23/2026	39370	Webformix	-222.00
04/23/2026	39371	Family Farm Alliance: Annual Contribution	-550.00
04/23/2026	39372	Rip Q Signs and Graphics: for EV Trucks	-150.00
04/23/2026	39373	Camphouse, Michelle: HRA	-200.94
04/23/2026	39374	Professional Benefit Services	-181.50
04/23/2026	39375	Oregon Employment Dept.	-42.27
04/23/2026	39376	MetLife	-411.43
04/23/2026	39377	Cascade Natural Gas	-235.87
04/23/2026	39378	Guardian	-501.85
04/23/2026	39379	H D Fowler Company: Patron billout	-786.32
04/23/2026	39380	Central Electric Cooperative, Inc.	-616.14
04/23/2026	39381	Express Services Inc.: Temp EE's	-2,695.26
04/23/2026	39382	William A. Ward	-410.00
04/23/2026	39383	DBA Itegrated Water Stategies	-112.50
04/23/2026	39384	Steven Floyd Consulting	-1,302.50
04/23/2026	39385	Stoel Rives LLP: Legal	-8,732.25
04/23/2026	39386	John Deere Financial	-155.15
04/24/2026	39387	3rd Rock Electric, LLC: EV Charger	-677.62
04/24/2026	39388	OSU: Management Analysis	-1,740.00
04/24/2026	39389	Rip Q Signs and Graphics: EV trucks	-54.00
			<hr/>
			-\$417,967.31

Account	Description	2025 Budget	Apr. 25 Actual	2026 Budget	Apr. 26 Actual	33%
Revenue						
	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	176,625	99%
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	5,420	\$ 4,800	1,550	32%
80200	Equipment Rental	16,000	1,240	\$ 16,000	28,995	181%
80450	Insurance Claim Reimb.	-	-	\$ -	2,409	
80500	Interest Income	85,000	7,216	\$ 80,000	9,028	11%
803/80600	Miscellaneous	40,000	4,614	\$ 10,000	2,288	23%
81400	HCP/NEPA/OSF/CR Legal	380,000	377,946	\$ 380,000	380,175	100%
81300-06	Hydro Power Income	38,188	-			
Reserve Transfer						
	O & M Reserve Excess					
	Hydro Power Income			\$ 40,000	-	0%
	Housing Reserve				135,847	
	Reserve HRA Fund	46,427	24,030	\$ 46,427	24,194	52%
	Prior Year Estimated Carryover	253,000		\$ 140,000		0%
Total		\$ 5,264,077	\$ 4,780,147	\$ 5,339,384	\$ 5,207,633	98%

Expenses						
90000	Administrative & Office Wages	743,619.00	\$ 220,748	\$ 695,317	\$ 250,866	36%
92000	Project Wages	1,245,126.00	360,574	\$ 1,249,141	360,153	29%
91900	Temporary EE Wages & Taxes	-	-	-	3,275	
90302-03,04,05	Insurance - Medical, Dental , HRA, Life, STD	610,125.00	141,674	\$ 575,517	190,588	33%
90301	Workers Comp Insurance	58,842.00	17,987	\$ 80,000	20,463	26%
91000	Retirement Fund	105,233.00	31,516	\$ 107,913	31,307	29%
92100	Payroll Tax	169,873.00	40,012	\$ 160,233	27,298	17%
Subtotal	Personnel expenses	2,932,818	812,511	2,868,121	883,952	31%

90100	Directors & Travel	57,100.00	8,183.79	51,600	7,749	15%
90200 - 90207	Legal, Audit & Engineering	457,371	210,345	509,064	235,454	46%
90300	Insurance General	149,266	49,407	185,877	53,363	29%
90400	Utilities	43,900	20,725	50,540	16,397	32%
90500	Interest Expense	100	3,222	100	272	272%
90600	Dues & Publications	44,172	2,127	45,998	14,232	31%
90700	Printing & Office Supplies	17,000	3,522	10,500	4,890	47%
90800	General Expense - Office	53,745	14,833	59,797	19,219	32%
90900	Oregon Cat Tax Passthru	-	54	-	34	
92200	Auto & Truck Expense	175,300	45,026	160,300	44,525	28%
92201	Auto & Truck Repair	30,000	4,331	30,000	4,360	15%
92202	Heavy Equipment Repair	30,000	6,394	30,000	7,787	26%
92400, 401	Weed Control	121,550	9,189	261,550	122,326	47%
92500	Building & Canal Maintenance	105,517	64,060	100,516	(661)	-1%
92504	Housing	13,500	4,737	13,500	2,225	16%
92506	Wickiup	4,050	320	4,050	789	19%
92600	Radio & Telephone	36,595	10,634	34,295	10,124	30%
92700	General Expense - Project	32,591	6,108	55,391	16,576	30%
92800	Safety & Training	17,400	2,523	10,800	500	5%
94200	Shop Supplies & Tools	16,500	8,276	14,000	3,941	28%
60311	Kubota Lease	34,111	11,370	8,518	8,528	100%
94302	COID Waterbank Delivery Fee	120,810	-	100,000	-	0%
92502-00	COID R21644 & R21643	216,004	-	215,240	-	0%
94300	Prineville Contract Water	50,500	48,459	40,500	31,095	77%
Total	Operating Expenses	\$ 1,827,082	\$ 533,846	1,992,136	\$ 603,725	30%

Crooked River Expense						
92501	Pumping Plant Maintenance	20,000	\$ -	20,000	\$ 1,920	10%
90401	Power	230,000	2,463	227,000	2,646	1%
Total	Crooked River Expenses	\$ 250,000	\$ 2,463	\$ 247,000	\$ 4,566	2%

Capital Expense						
40000	Operating Equipment	64,750	\$ 36,687	17,200	\$ 133,160	774%
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	145,605	235%
40300	Irrigation System	11,500	1,121	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	2,299	46%
40800	Main Canal Lining Repairs	40,000	10,225	40,000	2,597	6%

Reserves						
	Housing Reserve		50,000			
	Hydro Power Reserve	38,188	-	-	-	
	HRA Fund	46,427	24,030	46,427	24,194	52%
	O&M Reserve	-	-	-	-	
Total	Capital & Reserve	\$ 292,365	\$ 129,455	\$ 232,127	\$ 310,331	134%
Total	Total	\$ 5,302,265	\$ 1,478,275	\$ 5,339,384	\$ 1,802,574	34%

Income over (expense) \$ (38,188) \$ 3,301,873 \$ (0) \$ 3,405,059

Excess O & M Reserve: per CPA 2024	\$ 317,849	CPA Actual	\$ 230,059
Estimate (5.5% high)	\$ 335,332	2025 Est.	\$ 233,627

Grant Activity Report

YTD 04/30/2026

80700-00 Grant Income

20601-00 Grant Income Receivable

\$ 2,063,655

\$ 176,549

\$ 2,240,203

5/4/2026	BOR BFS	\$	306,408
5/6/2026	ODFW	\$	517,225
5/6/2026	OWEB BFS	\$	30,018
<i>Resubmit</i>	<i>Juniper Butte</i>	\$	174,095
6/1/2026	BOR BFS	\$	141,471
6/1/2026	OWEB BFS	\$	20,291
		\$	<u>1,189,509</u>

Total Grant Income \$ 3,429,712

YTD 04/30/2026

45000-00 Construction in Progres

(Actually a Fixed Asset Account)

Grant Expenses for 2026

\$ 2,249,570

Local Government Investment Pool

Apr-26

18,245.77

Interest Rate:
4.00%

Acct #	Fund Name	4/1/2026	Percent of Total	Interest earned	Deposits	Withdrawals	04/30/2026 Ending Balance	Earmarks	Earmarks Remaining	Balance After Earmarks
11300-00	General Fund	289,082.88	0.0799	\$ 1,457.15		\$ 0.15	\$ 3,366,274.30			\$ 3,366,274
	Transfers to Checking									
	Transfers from Checking				\$ 3,400,000.00					
	Safety of Dams transfer to Columbia Housing 58-11 Payment									
	Construction Fund Reserve Transfer					\$ 84,619.94				
	Safety of Dams Reserve Transfer					\$ 218,768.94				
	HRA Payments				\$ 1,451.07					
	HRA G. Calhoun Sickleave to HRA					\$ 22,327.77				
11300-01	Crooked River Reserve	129,141.21	0.0357	\$ 650.95			\$ 129,792.16			\$ 129,792
11300-02	Equipment/Building Reserve	156,582.48	0.0433	\$ 789.27			\$ 157,371.75	\$ (65,000)	\$ (65,000)	\$ 92,372
11300-03	O & M Reserve	1,351,254.90	0.3733	\$ 6,811.14			\$ 1,358,066.04			\$ 1,358,066
11300-04	Construction Fund	75,130.21	0.0208	\$ 378.70	\$ 84,619.94		\$ 160,128.85			\$ 160,129
11300-05	Special Projects Reserve	800,881.53	0.2213	\$ 4,036.93			\$ 804,918.46	\$ (250,000)	\$ (250,000)	\$ 554,918
11300-06	Hydro Power Fund	399,676.14	0.1104	\$ 2,014.61	\$ -		\$ 401,690.75			\$ 401,691
11300-07	Safety of Dams Fund	76,277.74	0.0211	\$ 384.49	\$ 218,768.94		\$ 295,431.17			\$ 295,431
11300-08	Legal Reserve	187,818.60	0.0519	\$ 946.72			\$ 188,765.32			\$ 188,765
11300-09	Housing Reserve	62,063.55	0.0171	\$ 312.84			\$ 62,376.39			\$ 62,376
11300-11	HRA Fund	91,847.62	0.0254	\$ 462.97	\$ 22,327.77	\$ 1,451.07	\$ 113,187.29			\$ 113,187
		3,619,756.86	1.0000	\$ 18,245.77	\$ 3,727,167.72	\$ 327,167.87	\$ 7,038,002.48		\$ (315,000)	6,723,002.48

OK!

GJ# ~~570~~ \$ 345,413.64

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.	64 House: from Reserve	Budget	\$ 250,000
		\$ 212,126.00	Paid back : ETO paid			
		\$ 203,000.00	Paid back : OWRD paid			
		\$ (50,750.00)	OWRD still owes on the Grant			



Account Statement - Transaction Summary

For the Month Ending **April 30, 2026**

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

Oregon LGIP	
Opening Balance	3,619,756.83
Purchases	3,418,245.77
Redemptions	(0.15) ✓
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Closing Balance	\$7,038,002.45 ✓
Dividends	18,245.77 ✓

Transfers in \$ 3.4M

Asset Summary		
	April 30, 2026	March 31, 2026
Oregon LGIP	7,038,002.45	3,619,756.83
Total	\$7,038,002.45 ✓	\$3,619,756.83

**Deschutes Basin Board of Control
Spreadsheet Apr-26**

Date: 04/30/26

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
	DBBC - General		2.8%	28.8%	1.6%	39.8%	13.6%	2.8%	5.5%	5.1%	
04/01/26	Stoel Rives 8118374	9,894.85	277.06	2,849.72	158.30	3,938.15	1,345.70	277.06	544.22	504.64	
04/24/26	COID 2654	99.60	2.79	28.68	1.59	39.64	13.55	2.79	5.48	5.08	
04/24/26	OGEC AIE23740	1,310.09	36.68	377.32	20.96	521.42	178.17	36.68	72.05	66.81	
04/30/26	Spath 104	210.00	5.88	60.48	3.36	83.58	28.56	5.88	11.55	10.71	
04/30/26	US Postal Service Box 919	196.00	5.49	56.45	3.14	78.00	26.66	5.48	10.78	10.00	
06/01/26	Ferguson 6328	5,000.00	140.00	1,440.00	80.00	1,990.00	680.00	140.00	275.00	255.00	
	Subtotal	\$ 16,710.54	\$ 467.90	\$ 4,812.65	\$ 267.35	\$ 6,650.79	\$ 2,272.64	\$ 467.89	\$ 919.08	\$ 852.24	\$ -
	HCP/NEPA		2.5%	25.6%	1.4%	35.4%	12.1%	2.5%	4.9%	4.5%	11.1%
04/01/26	Stoel Rives 8118374	6,851.25	171.28	1,753.92	95.92	2,425.34	829.00	171.28	335.71	308.31	760.49
04/30/26	MHE 2653	2,628.25	65.71	672.83	36.80	930.40	318.02	65.70	128.78	118.27	291.74
04/30/26	MHE (OID) 2656	1,788.10	-	-	-	-	1,788.10	-	-	-	-
	Subtotal	\$ 11,267.60	\$ 236.99	\$ 2,426.75	\$ 132.72	\$ 3,355.74	\$ 2,935.12	\$ 236.98	\$ 464.49	\$ 426.58	\$ 1,052.23
	Marketing - General		2.97%	30.31%	1.69%	41.94%	14.29%	3.00%	5.80%		
04/30/26	Stringray 1231	8,350.63	248.00	2,531.08	141.13	3,502.25	1,193.31	250.52	484.34		
	Subtotal	\$ 8,350.63	\$ 248.00	\$ 2,531.08	\$ 141.13	\$ 3,502.25	\$ 1,193.31	\$ 250.52	\$ 484.34	\$ -	\$ -
	Whychus									100.00%	
04/30/26	MHE 2653	936.00								936.00	
	Subtotal	\$ 936.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 936.00	\$ -
	OSF		15.56%	26.50%	15.56%	26.28%			16.10%		
04/30/26	MHE 2654	7,640.51	1,188.86	2,024.74	1,188.86	2,007.93			1,230.12		
	Subtotal	\$ 7,640.51	\$ 1,188.86	\$ 2,024.74	\$ 1,188.86	\$ 2,007.93	\$ -	\$ -	\$ 1,230.12	\$ -	\$ -
Total Due		\$ 44,905.28	\$ 2,141.75	\$ 11,795.22	\$ 1,730.06	\$ 15,516.71	\$ 6,401.07	\$ 955.39	\$ 3,098.03	\$ 2,214.82	\$ 1,052.23



North Unit Irrigation District

10001-00 Columbia Bank, Period Ending 04/30/2026

RECONCILIATION REPORT

Reconciled on: 05/04/2026

Reconciled by: Leslie Maynard

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

Summary

	USD
Statement beginning balance	516,491.48
Checks and payments cleared (159)	-4,059,262.40
Deposits and other credits cleared (7)	4,021,026.13
Statement ending balance	<u>478,255.21</u> ✓
Uncleared transactions as of 04/30/2026	-20,890.80
Register balance as of 04/30/2026	457,364.41
Cleared transactions after 04/30/2026	0.00
Uncleared transactions after 04/30/2026	-48,107.79
Register balance as of 05/04/2026	409,256.62

Details

Checks and payments cleared (159)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/11/2026	Bill Payment	39201	International Brotherhood of	-1,353.53
03/16/2026	Bill Payment	39258	Deschutes Valley Water Dist	-2,000.00
03/16/2026	Bill Payment	39254	CMG Oregon LLC	-72.00
03/23/2026	Bill Payment	39262	Edmondson, Kody	-226.16
03/24/2026	Bill Payment	39283	Easley Concrete Pumping	-975.00
03/24/2026	Bill Payment	39267	AFLAC Traditional and Direct	-346.26
03/24/2026	Bill Payment	39270	Cascade Natural Gas	-478.09
03/24/2026	Bill Payment	39276	Black Rock Consulting, Inc.	-17,720.50
03/24/2026	Bill Payment	39278	Desert Machine, LLC	-60.00
03/24/2026	Bill Payment	39280	Groundwater Solutions, Inc.	-2,337.50
03/24/2026	Bill Payment	39281	MetLife	-411.43
03/24/2026	Bill Payment	39284	Guardian	-501.85
03/24/2026	Bill Payment	39286	Midstate Electric Cooperative	-319.09
03/24/2026	Bill Payment	39287	Madras Marine Inc	-38.19
03/24/2026	Bill Payment	39288	LaPine Ace Hardware	-83.86
03/24/2026	Bill Payment	39290	LaPine Auto Supply	-43.99
03/24/2026	Bill Payment	39291	Mail Copies & More LLC	-265.54
03/24/2026	Bill Payment	39293	Professional Benefit Services	-159.50
03/24/2026	Bill Payment	39294	Prineville Ready Mix LLC	-7,720.00
03/24/2026	Bill Payment	39296	Rock N Road Quarry, LLC	-6,959.92
03/24/2026	Bill Payment	39297	Mike's Mobile Mix Concrete	-3,475.00
03/24/2026	Bill Payment	39298	The Wallace Group, Inc.	-1,523.41
03/24/2026	Bill Payment	39299	Ray Smith & Son Handles, LLC	-909.00
03/24/2026	Bill Payment	39300	REARS Manufacturing Co. I...	-186.37
03/24/2026	Bill Payment	39303	SOLV Business Solutions Co...	-1,234.54
03/24/2026	Bill Payment	39304	Webformix	-148.00
03/24/2026	Bill Payment	39305	Shortreed Excavation LLC	-24,037.50
03/24/2026	Bill Payment	39306	Norstar Industries Inc	-469.56
03/24/2026	Bill Payment	39307	Stoel Rives LLP	-4,445.55
04/03/2026	Payroll Check	DD	Evan M. Thomas	-235.88
04/03/2026	Payroll Check	DD	Jesse R. Young	-1,945.91
04/03/2026	Payroll Check	DD	Dennis Krueger	-2,017.86
04/03/2026	Payroll Check	DD	James Scott	-1,521.50
04/03/2026	Payroll Check	DD	Lonnie M Lang	-1,262.98
04/03/2026	Payroll Check	DD	Wayne M. Jakobsen	-2,155.54
04/03/2026	Payroll Check	DD	Marc Chapman	-1,998.60
04/03/2026	Payroll Check	DD	Dennis Krueger	-1,163.55

Customer Service:
 1-866-486-7782

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

 Last statement: March 31, 2026
 This statement: April 30, 2026

Business overdraft disclosures issued to new accounts from January 1, 2025 to October 1, 2025 and in the Columbia Bank welcome booklet had an incorrect statement: "If multiple items are paid or returned in one day (and those items result in multiple overdraft fees) we will limit the accumulation of those fees to \$175 per day." Please note business accounts do not have a daily limit on the accumulation of overdraft fees.

PUBLIC FUNDS INTEREST CHECKING

Account number	XXXXXX4422	Beginning balance	\$516,491.48
Low balance	\$462,056.02	Additions/Deposits	\$4,021,026.17
Average balance	\$947,444.34	Withdrawals/Subtractions	\$4,059,262.44
Interest paid year to date	\$21.40	Ending balance	\$478,255.21 ✓
Interest earned	\$7.00		

Deposits/Additions

<u>Date</u>	<u>Description</u>	<u>Additions</u>
04-03	Deposit	2,985.56
04-07	Deposit	9,251.28
04-07	Deposit	112.61
04-09	Deposit	670.46
04-13	Deposit	1,232.70
04-13	Deposit	.46
04-14	Deposit	354.52
04-16	Deposit	1,845.74
04-22	Deposit	45,794.59
04-22	Deposit	10.00
Total Deposits/Additions		\$62,257.92

stom s/B \$3,909,973.76
from QB's \$111,052.41

.04 off

*42.00
 in
 stom*

NUID Office Report for May 2026

- The office staff took in \$109,487 in payments.
- Michelle processed payroll; monthly chemical reports; attended and drafted board meeting minutes; completed monthly BOR water reports; delivered & pumped numbers to Jeremy Giffin; completed monthly Board water reports; uploaded board packet to website; posted board meeting notices and notified press; assisted employees signing up for continuous PLO and intermittent PLO; continue to assist patrons with necessary RRA form changes; processed daily water record reports.
- Leslie worked on 5 Year accounting of EV trucks. Sent in grant reimbursement requests to multiple agencies. Processed loan payments for COID.
- Leslie and Michelle worked on employee leave claims.
- Julia worked on consolidating patron records within the office.
- Crystal worked on monthly accounts payable and the fuel slip audit.

Account	Description	2024 Budget	Dec. 24 Actual	2025 Budget	Dec. 25 Actual	100%
Revenue						
	Fund Balance		With '23 Adj			
80000	Deschutes O&M	3,815,266	\$ 4,282,246	3,890,831	\$ 3,869,208	99%
80001	Account Charge	177,525	194,504	177,525	176,276	99%
80050	Excess	400	1,263	0	6,067	
80800	Crooked River O&M	310,484	351,044	321,106	314,922	98%
80100	Rent CR & EE	16,200	14,469	16,000	13,458	84%
80200	Equipment Rental	16,200	20,674	16,000	17,643	110%
80450	Insurance Claim Reimb.	-	7,368	0	-	
80500	Interest Income	80,000	91,545	85,000	89,047	105%
803/80600	Miscellaneous	22,000	17,302	40,000	27,070	68%
81400	HCP/NEPA/OSF/CR Legal	380,000	421,397	380,000	377,946	99%
81300-06	Hydro Power Income	38,000	20,450	38,188	44,116	116%
Reserve Transfer						
	O & M Reserve Excess: 64-4-2 Canal Repair				116,961	
	Housing Reserve: 58-11 House Funding				84,393	
	Reserve HRA Fund	25,700	25,700	46,427	37,176	80%
	Prior Year Estimated Carryover	413,798		253,000		0%
Total		\$ 5,295,572	\$ 5,447,960	\$ 5,264,077	\$ 5,174,281	98%
Expenses						
90000	Administrative & Office Wages	659,074	\$ 697,465	743,619.00	\$ 747,962	101%
92000	Project Wages	1,249,006	1,123,373	1,245,126.00	1,216,210	98%
91900	Temporary EE Wages & Taxes	-	-	-	-	
90302-03,04,05	Insurance - Medical, Dental , HRA, Life, STD	570,041	578,739	610,125.00	649,286	106%
90301	Workers Comp Insurance	56,500	70,926	58,842.00	73,482	125%
91000	Retirement Fund	108,707	94,406	105,233.00	100,926	96%
92100	Payroll Tax	161,233	163,054	169,873.00	156,425	92%
Subtotal	Personnel expenses	2,804,561	2,727,963	2,932,818	2,944,292	100%
90100	Directors & Travel	54,600	51,035	57,100.00	47,448	83%
90200 - 90207	Legal, Audit & Engineering	482,166	558,040	457,371	452,373	99%
90300	Insurance General	136,200	139,119	149,266	148,222	99%
90400	Utilities	40,203	37,011	43,900	43,816	100%
90500	Interest Expense	-	708	100	4,134	4134%
90600	Dues & Publications	38,660	61,659	44,172	46,688	106%
90700	Printing & Office Supplies	17,850	11,872	17,000	11,145	66%
90800	General Expense - Office	45,300	55,537	53,745	73,089	136%
90900	Oregon Cat Tax Passthru	-	210	-	121	
92200	Auto & Truck Expense	186,500	118,977	175,300	141,771	81%
92201	Auto & Truck Repair	30,000	19,389	30,000	19,263	64%
92202	Heavy Equipment Repair	35,000	26,644	30,000	20,336	68%
92400, 401	Weed Control	243,550	123,278	121,550	134,486	111%
92500	Building & Canal Maintenance	110,400	124,217	105,517	87,076	83%
92504	Housing	13,000	8,487	13,500	15,631	116%
92506	Wickiup	10,550	6,463	4,050	5,897	146%
92600	Radio & Telephone	42,565	33,296	36,595	31,397	86%
92700	General Expense - Project	32,190	24,393	32,591	34,079	105%
92800	Safety & Training	13,300	7,271	17,400	9,022	52%
96000	Damages/Equip: Insurance Claim	-	8,178	-	-	
94200	Shop Supplies & Tools	16,000	20,207	16,500	13,488	82%
60311	Kubota Lease	-	25,583	34,111	34,111	100%
94302	COVID Waterbank Delivery Fee	175,464	100,754	120,810	72,565	60%
92502-00	COVID R21644 & R21643	216,753	216,753	216,004	216,004	100%
94300	Prineville Contract Water	50,000	48,500	50,500	48,459	96%
Total	Operating Expenses	\$ 1,990,251	\$ 1,827,579	\$ 1,827,082	\$ 1,710,621	94%
Crooked River Expense						
92501	Pumping Plant Maintenance	20,000	\$ 15,794	20,000	\$ 23,391	117%
90401	Power	250,000	195,908	230,000	251,314	109%
Total	Crooked River Expenses	\$ 270,000	\$ 211,703	\$ 250,000	\$ 274,706	110%
Capital Expense						
40000	Operating Equipment	85,300	\$ 90,000	64,750	\$ (7,587)	-12%
40100	Engineering & Office Equipment	13,000	4,910	8,500	6,392	75%
40200	Real Property (including Housing Res)	67,400	-	58,000	99,726	172%
40300	Irrigation System	11,500	8,016	11,500	3,869	34%
40301	Wickiup Dam Repairs	22,000	-	14,500	-	0%
40400	Crooked River Pumping Plant	48,000	-	5,500	-	0%
40700	Pipelines	5,000	9,413,134	5,000	182,467	3649%
40800	Main Canal Lining Repairs	40,000	-	40,000	10,225	26%
Reserves						
	Housing Reserve		50,000			
	Hydro Power Reserve		-	38,188	45,395	
	HRA Fund	25,700	25,700	46,427	37,176	80%
	O&M Reserve	38,000	-	-	-	0%
Total	Capital & Reserve	\$ 355,900	\$ 9,591,760	\$ 292,365	\$ 377,664	129%
Total	Total	\$ 5,420,712	\$ 14,359,005	\$ 5,302,265	\$ 5,307,283	100%
	Income over (expense)	\$ (125,140)	\$ (8,911,045)	\$ (38,188)	\$ (133,002)	
	Income with Carry Over				\$ 119,998	
	Excess O & M Reserve: per CPA 2024	\$ 317,849		CPA Actual	\$ 230,059	
	Estimate (5.5% high)	\$ 335,332		2025 Est.	\$ 233,627	

Leslie Maynard:
 3 Ford Trucks \$36,687
 Redo Transms \$ 3,682
 Dump Trck Rpr \$ 9,527
 Sold Surplus (\$57,483)

Leslie Maynard:
 3 Office Computers

Leslie Maynard:
 64 House \$ 500
 58-11 House \$85,804
 Office ADU \$ 9,622
 Wickiup Panel \$ 3,801

Leslie Maynard:
 DWD Srcv Chng \$1,121
 Rebuilt Motor \$2,749

Leslie Maynard:
 Repair 64-4-2 \$118,872
 Audit Adj Invenry \$ 63,595

Grant Activity Report

YTD 12/31/2025

80700-00 Grant Income

(Auditor shifted \$1,644,529. back into 2024)

\$ 7,645,752

20601-00 Grant Income Receivable

\$ 366,417

Total Grant Income

\$ 8,012,169

YTD 12/31/2025

45000-00 Construction in Progres

(Actually a Fixed Asset Account)

Grant Expenses for 2025

\$ 7,461,532

AGREEMENT TO IMPLEMENT DECEMBER 18, 2024, PATHWAY FOR IRRIGATION MODERNIZATION PROJECTS IN THE UPPER DESCHUTES BASIN

This AGREEMENT TO IMPLEMENT DECEMBER 18, 2024, PATHWAY FOR IRRIGATION MODERNIZATION PROJECTS IN THE UPPER DESCHUTES BASIN (this “Agreement”) is made this ____ day of _____, 2026 (the “Effective Date”), by and between the NORTH UNIT IRRIGATION DISTRICT (“NUID”) and the Oregon Water Resources Department (“OWRD”) (collectively, the “Parties”).

RECITALS

A. On December 18, 2024, the Oregon Water Resources Department (“OWRD”) issued a Memorandum to the Deschutes Basin Board of Control, entitled “Water Conservation and Protection Pathway for Irrigation Modernization Projects in the Upper Deschutes Basin” (the “Pathway Memo”). A copy is attached hereto and incorporated here in as Exhibit A. NUID is the holder of Water Right Certificates 72279.

B. Consistent with the Pathway Memo, NUID recently applied to transfer the character of use for a portion of its Wickiup Reservoir storage right equal to the volume of conserved water that will be made available to NUID from other conserving districts. NUID has further applied for a new secondary use right allowing for the use of stored water for flow augmentation and irrigation purposes. NUID anticipates that similar applications to transfer the character of use and for new secondary use rights will be submitted to OWRD in the future, pursuant to additional district conserved water projects that are completed in the future and that are subject to the Pathway Memo.

C. In reviewing NUID’s current applications, OWRD has raised concerns around the potential for NUID to cancel any new secondary use right or otherwise transfer any new secondary use right to a purpose other than flow augmentation. OWRD’s concern is that, at least in theory, NUID could receive the benefit of other districts’ conserved water without committing an equal volume of stored water to flow augmentation.

To address OWRD’s concern, the Parties desire to memorialize NUID’s commitment to additional assurances under the terms, conditions, and mutual consideration set forth below.

AGREEMENT

1. NUID agrees that OWRD may condition any secondary use right for flow augmentation as described in Recital B above so as to prohibit the cancellation or termination of such secondary use right without written advance authorization by OWRD.

2. While NUID has no intention whatsoever of canceling or transferring any secondary use right for flow augmentation conditioned pursuant to Paragraph 1 above, NUID further agrees and stipulates that should NUID in the future seek to cancel or transfer any secondary use right for flow augmentation conditioned pursuant to Paragraph 1 above without written advance authorization by OWRD, NUID hereby stipulates and agrees that such cancellation or transfer

would amount to “injury” and “enlargement,” however those terms may be defined in statute or rule at the time that NUID seeks to cancel or transfer such secondary use right.

3. NUID further agrees that in the event NUID fails to exercise the secondary use right consistent with the terms and conditions of said secondary use right, then pursuant to ORS 540.270, NUID hereby requests that the OWRD watermaster distribute water under the secondary use right. Prior to the OWRD watermaster distributing water, NUID and OWRD agree to confer in advance, and such conferral may take into account dam safety directives from the U.S. Bureau of Reclamation and other human health and safety factors involving the exercise of the secondary use right.

4. NUID shall be solely responsible for any fees associated with the applications described in Recital B, and shall be solely responsible for any costs associated with the OWRD watermaster distributing water pursuant to Paragraph 3 above.

5. The Parties agree that the Pathway Memo remains in full force and effect, and this Agreement in no way terminates, replaces, or alters the Pathway Memo. This Agreement amounts to a refinement and further assurance of the legal protection of augmentation flows set forth in the Pathway Memo. The Parties agree that this Agreement does nothing to alter the reliance and expectations of the individual conserving districts, other districts making up the Deschutes Basin Board of Control, state agencies, or any others who have relied upon the Pathway Memo for purposes of reducing certificates, entering forbearance agreements, making grant decisions, accepting grant awards, and related actions.

6. General Provisions.

6.1 Termination. This Agreement may be terminated at any time by mutual consent of the Parties, provided that such consent to terminate is in writing and is signed by each of the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

6.2 Execution. Each Party to this Agreement represents, warrants, and agrees that the person who executed this Agreement on its behalf has the full right and authority to enter into this Agreement on behalf of that Party and bind that Party to these terms. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, NUID and OWRD have executed this Agreement as of the date first written above.

North Unit Irrigation District:

By: _____
Joshua Bailey
Manager, North Unit Irrigation District

Oregon Water Resources Department:

By: _____
Ivan Gall
Director

NORTH UNIT IRRIGATION DISTRICT

**Jefferson County, Oregon
RESOLUTION NO. 2026-08
June 9, 2026**

**A Resolution Regarding Agreement to Implement December 18, 2024 Pathway for
Irrigation Modernization Projects in the Upper Deschutes Basin**

WHEREAS: On December 18, 2024, the Oregon Water Resources Department (“OWRD”) issued a Memorandum to the Deschutes Basin Board of Control, entitled “Water Conservation and Protection Pathway for Irrigation Modernization Projects in the Upper Deschutes Basin” (the “Pathway Memo”). A copy is attached hereto and incorporated here in as part of **Exhibit 1**.

WHEREAS: Consistent with the Pathway Memo, NUID recently applied to transfer the character of use for a portion of its Wickiup Reservoir storage right equal to the volume of conserved water that will be made available to NUID from other conserving districts. NUID has further applied for a new secondary use right allowing for the use of stored water for flow augmentation and irrigation purposes. NUID anticipates that similar applications to transfer the character of use and for new secondary use rights will be submitted to OWRD in the future, pursuant to additional district conserved water projects that are completed in the future and that are subject to the Pathway Memo.

WHEREAS: In reviewing NUID’s current applications, OWRD has raised concerns around the potential for NUID to cancel any new secondary use right or otherwise transfer any new secondary use right to a purpose other than flow augmentation. OWRD’s concern is that, at least in theory, NUID could receive the benefit of other districts’ conserved water without committing an equal volume of stored water to flow augmentation.

WHEREAS: To address OWRD’s concern, NUID and OWRD desire to memorialize NUID’s commitment to additional assurances. A copy of the current, proposed agreement, entitled “Agreement to Implement December 18, 2024 Pathway for Irrigation Modernization Projects in the Upper Deschutes Basin,” is attached hereto and incorporated herein as part of **Exhibit 1** (hereinafter “Agreement”).

BE IT RESOLVED that the Board of Directors agrees and authorizes that:

1. Joshua Bailey is the District official with the legal authority to enter into an agreement with OWRD regarding implementation of the above-referenced Pathway Memo;
2. The Board of Directors supports the District’s execution of the proposed Agreement and authorizes Joshua Bailey to enter into the Agreement on behalf of the District;
3. In the event there are additional revisions to the proposed Agreement that are proposed by OWRD or its legal counsel, Joshua Bailey is authorized to accept such revisions upon consultation with the District’s legal counsel, so long as such revisions are in furtherance of and consistent with the interests and objectives of the District, and enter into the Agreement on behalf of the District.

**ADOPTED BY THE BOARD OF DIRECTORS OF NORTH UNIT IRRIGATION DISTRICT
AT A REGULAR MEETING HELD ON THE 9th DAY OF JUNE 2026, BY THE
FOLLOWING VOTES:**

AYES: _____ **NAYS:** _____ **ABSENT:** _____

ATTEST:

Joshua Bailey, Secretary-Manager

Michael Kirsch, Chairman

COID-NUID CONSERVED WATER AGREEMENT (G AND G2)

This COID-NUID CONSERVED WATER AGREEMENT (G AND G2) is made this ___ day of June 2026 by and between the Central Oregon Irrigation District (“COID”) and the North Unit Irrigation District (“NUID”), both of which are irrigation districts operating pursuant to the provisions of Oregon Revised Statutes Chapter 545 (each a “Party,” and collectively, the “Parties”).

RECITALS

A. COID has been awarded a grant by the Oregon Water Resources Department (OWRD) for a piping project referred to as the “*G and G2 Lateral Piping and Water Conservation Project*” (hereinafter, the G/G2 Project). COID anticipates that the G/G2 Project will conserve up to 3.4 cubic feet per second (“cfs”) (1198.87 acre-feet (“AF”) annually). A condition of the grant award is that water conserved by the G/G2 Project will be permanently protected for instream purposes. Water conserved by the G/G2 Project will be diminished from COID’s certificate 94956 (1900 priority date), and made available to NUID for use during the irrigation season pursuant to an interdistrict forbearance agreement. In turn, NUID will release from Wickiup Reservoir a volume of water equivalent to the conserved water volume made available for diversion during the irrigation season to NUID by the G/G2 Project. The water to be released from Wickiup Reservoir will benefit the Oregon Spotted Frog, consistent with the Deschutes Basin Habitat Conservation Plan and the corresponding incidental take permits issued to the Deschutes basin irrigation districts making up the Deschutes Basin Board of Control. These process steps are pursuant to the terms of the OWRD memo entitled “*Water Conservation and Protection Pathway for Irrigation Modernization Projects in the Upper Deschutes Basin*,” dated December 18, 2024 (the “Pathway Memo”).

B. COID and NUID now wish to memorialize their agreement as to the framework, process, and timeline for documenting how Deschutes River live flow water will be made available to NUID as a result of the G/G2 Project, and how NUID will go about releasing an equivalent amount of stored water from Wickiup Reservoir.

AGREEMENT

Based on the mutual consideration set forth herein, COID and NUID agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are fully and wholly incorporated into this Agreement.

2. Conserved water. Once the G/G2 Project is fully constructed and implemented, COID will diminish its certificate 94956 (1900 priority date) to make water conserved by the G/G2 Project available to NUID for irrigation use during the irrigation season. NUID may divert the conserved water at the North Canal Diversion Dam or through COID’s delivery system, subject to an agreement between COID and NUID. The districts recognize that up to 3.4 cfs (1198.87 AF annually) will be made available to NUID for diversion during each irrigation season, with the only exception being years during which COID’s relevant live flow surface

water right is curtailed by OWRD due to shortage. In such cases, the amount of conserved water made available to NUID during that irrigation season will be subject to the same proportionate curtailment. The volume of water made available to NUID for diversion, and any curtailed volumes, will be recorded and reported by OWRD.

Upon NUID's receipt of a copy of the OWRD's final order regarding COID's certificate diminishment reflecting the water conserved through the G/G2 piping project, NUID will complete and submit the Wickiup Reservoir character of use transfer to allow a volume amount that is equal to the conserved water volume amount to be stored in Wickiup for flow augmentation. Upon issuance by OWRD of the character of use transfer final order, NUID will apply for a secondary use permit to allow NUID to release the same stored water volume from Wickiup Reservoir as flow augmentation. The volume of water to be released by Wickiup each year will be equal to the volume made available to NUID for diversion during the irrigation season (accounting for any curtailment). The release schedule (dates and rates) will be at the direction of U.S. Fish and Wildlife in coordination with OWRD.

3. General Provisions.

3.1. Binding Effect. This Agreement is binding on and inures to the benefit of the Districts and their respective heirs, personal representatives, successors, and assigns.

3.2 Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any Party without the prior written consent of the other District, which consent will not be unreasonably withheld.

3.3 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

3.4 Notices. All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, sent by electronic mail, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the Districts at the following addresses or electronic mail addresses (or at such other address or electronic mail number as a District may designate by like notice to the other District):

To: North Unit Irrigation District
Attention: Josh Bailey, Manager
2024 NW Beach Street
Madras OR 97741

Email: jbailey@northunitid.com

To: Central Oregon Irrigation District
Attention: Craig Horrell, Manager
1055 SW Lake Court
Redmond OR 97756

Email: chorrell@coid.org

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the fifth day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by electronic mail or overnight delivery service.

3.5 Amendments. This Agreement may be amended only by an instrument in writing executed by all the Parties, which writing must refer to this Agreement.

3.6 Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

3.7 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

3.8 Electronic Signatures. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, will be the same as delivery of an original. At the request of any District, the Districts will confirm electronic transmitted signatures by signing an original document.

3.9 Further Assurances. Each Party agrees to execute and deliver such other documents and to do and perform such other acts and things as any other Party may reasonably request to carry out the intent and accomplish the purposes of this Agreement.

3.10 Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

3.11 Expenses. Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear its own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement.

3.12 Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the Party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

3.13 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

3.14 Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the Party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the

arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

3.15 Injunctive and Other Equitable Relief. The Districts agree that the remedy at law for any breach or threatened breach by a Party may, by its nature, be inadequate, and that in addition to damages, the other District will be entitled to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

3.16 Venue. Any action or proceeding seeking to enforce any provision of this Agreement or based on any right arising out of this Agreement must be brought against any of the Districts in Deschutes County Circuit Court or Jefferson County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the Districts consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

3.17 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

3.18 Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the Districts with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, between the Districts with respect to such subject matter.

THIS AGREEMENT is effective as of the date set forth above.

Central Oregon Irrigation District ("COID")

By: _____ Date: _____
Its Board President

By: _____ Date: _____
Its Board Secretary

North Unit Irrigation District ("NUID")

By: _____ Date: _____
Its Board President

By: _____ Date: _____
Its Board Secretary

Exhibit A

Affidavit Description:

Central Oregon Irrigation District (COID) is preparing to pipe the G and G2 laterals in the fall of 2026. COID is partially diminishing its water rights in order to document and manage the conserved water pursuant to the Oregon Water Resources Department (OWRD) December 2024 Memo entitled "Water Conservation and Protection Pathway for Irrigation Modernization Projects in the Upper Deschutes Basin." COID is submitting this pre-project cancellation for its primary irrigation certificate 94956 as described in the form of affidavit to which this Exhibit A is attached. The diminishments in rate and volume are consistent with the estimate of conserved water as calculated from loss studies conducted prior to installation of the pipe. The estimated amount of conserved water is 3.4 CFS, and this amount is to be cancelled from the 10/31/1900 priority date for POD #11 as described in certificate 94956 (which includes a deeded transmission allowance) after project completion. This amount of cancelled project water will then be protected pursuant to a multi-district forbearance agreement, such that this same amount will be available for diversion and use by North Unit Irrigation District (NUID) under its existing live flow water rights. Concurrently with this affidavit, NUID will submit to OWRD a change in character of use to add flow augmentation as an authorized storage purpose for its Wickiup Reservoir storage certificate 51229 in an amount that is equal to the estimated conserved water amount for the G and G2 lateral piping project. Once the Wickiup character of use transfer application is approved by OWRD, NUID will apply for a new secondary right to use the corresponding flow augmentation storage volume amount for flow augmentation use to improve instream flows in the Deschutes River below Wickiup. The flow augmentation water will improve conditions for the Oregon spotted frog and resident aquatic species and help fulfill the Districts' responsibilities under the Deschutes Basin Habitat Conservation Plan approved by the U.S. Fish and Wildlife Service and National Marine Fisheries Service, and consistent with the corresponding incidental take permits issued to the Deschutes basin irrigation districts making up the Deschutes Basin Board of Control.

Special Projects Manager Report

June 2026

- **Emrgy FPV (Floating Solar)**
 - Request for reimbursement was approved by USBR, attorney fees and admin labor have been paid out by the grant.
 - Final steps: reporting after grant closes on 6/30/26
- **NLine-ETO 'Haystack Bypass' Hydro proposal**
 - Site walk with NLine in May
 - Feasibility Study by ETO for Hydro at Bypass Chute (Haystack) has begun
 - Initial understanding: a hydro at Bypass would imply/mandate a fundamental change in reservoir operations and how flows are managed into/out of Haystack
- **58-11 Flume**
 - Still waiting on update from USBR on compliance hurdles (NEPA and Cultural)
 - Followed up with Nickie McCann 6/4/26
 - Hope to continue on project prior to end of irrigation season; final step is to install SCADA
- **Wickiup Automation Project**
 - WaterSMART application submitted to USBR on 6/2/26; award notice not until Winter/Spring of 2027
 - **Phase I (State funds):** need to be completed with flow measurement installation by 7/1/27; must purchase and install system
 - **Phase II (federal funds):** may need to spend NOT-guaranteed federal funds (from reserves) before USBR award notice in order to satisfy State grant timeline; if USBR award received, can submit a pre-project cost reimbursement request.
 - Need re-approval from Board on new 2026 resolution
 - **Changes:** Rittmeyer estimate increased, OWRD award did not. 25% match obligation increased from \$22k to \$42k; reflected price increase in USBR WaterSMART ask. [If USBR grant rejected, is NUID still committed to 25% match to State at new cost (\$42k)?]

NORTH UNIT IRRIGATION DISTRICT
Jefferson County, Oregon
RESOLUTION NO. 2026-06
June 9th, 2026

A Resolution Regarding Grant Applications under OWRD Water Measurement Cost Share Program and USBR Small-Scale Water Efficiency Grant Program

WHEREAS: North Unit Irrigation District (District) is in the process of automating the original outlet works at Wickiup Reservoir.

WHEREAS: The District is seeking funding for the North Unit Irrigation District Wickiup Automation and Realtime Measurement Project (Project), which is in furtherance of the District's automation efforts. The District previously approved the Project concept and design.

WHEREAS: The Project includes two phases. Phase I involves installing a RISONIC ultrasonic transducer flow sensing system, attached to the outlet-works penstocks. Phase II involves installing new AUMA multi-turn AC industrial actuators, which control the movement and positioning of the tube valves of the outlet works.

WHEREAS: In January 2025, the District received a grant funding award for Phase I of the Project pursuant to Oregon Water Resources Department's (OWRD) Water Measurement Cost Share Program, which award is attached as **Exhibit 1** (OWRD Award).

WHEREAS: The OWRD Award awarded \$68,989.54 to the District for direct costs for Phase I of the Project. The OWRD Award also required the District to contribute or to provide an alternative source of contribution of \$22,996.51 (Original Contribution Obligation) for direct costs for Phase I of the Project.

WHEREAS: The District authorized payment of the Original Contribution Obligation through District Resolution No. 2024-09.

WHEREAS: Since issuance of the OWRD Award, the cost of Phase I of the Project has increased. As a result, the District's contribution obligation under the OWRD Award has increased by \$19,345.69, from \$22,996.51 (Original Contribution Obligation) to \$42,342.20 (Increased Contribution Obligation).

WHEREAS: Additional grant funding for the Project may be available pursuant to the U.S. Bureau of Reclamation (USBR) Small-Scale Water Efficiency Grant Program.

WHEREAS: The District has developed a grant proposal under the USBR Small-Scale Water Efficiency Grant Program, which is attached as **Exhibit 2** (USBR Grant Proposal). The USBR Grant Proposal requests \$113,434.20 of federal funding (USBR Funding Request) for Phases I and II of the Project. The USBR Funding Request includes funding to pay the Increased Contribution Obligation under the OWRD Award.

BE IT RESOLVED that the Board of Directors agrees and authorizes that:

1. Joshua Bailey is the District official with the legal authority to enter into an agreement for financial assistance under either or both Programs;

2. The Board of Directors supports the submission of the USBR Grant Proposal to be used as funding applied toward the costs of the Project;
3. If the USBR Grant Proposal is selected for a funding award, the District can and will provide \$44,967.60 of funding and/or in-kind contributions, in addition to other funding sources, as specified in the proposed funding plan included in USBR Grant Proposal;
4. If the USBR Grant Proposal is not selected for a funding award, the District can and will provide \$42,342.20 of funding and/or in-kind contributions, which is necessary to cover the difference (\$19,345.69) between the Original Contribution Obligation and Increased Contribution Obligation under the OWRD Award; and
5. If the USBR Grant Proposal is selected for a funding award, the District will work with USBR to enter into and implement agreements for the Project.

**ADOPTED BY THE BOARD OF DIRECTORS OF NORTH UNIT IRRIGATION DISTRICT
AT A REGULAR MEETING HELD ON THE 9th DAY OF JUNE 2026, BY THE
FOLLOWING VOTES:**

AYES: _____ **NAYS:** _____ **ABSENT:** _____

ATTEST:

Joshua Bailey, Secretary-Manager

Michael Kirsch, Chairman

North Unit Irrigation District Board Meeting

June 9, 2026

O&M Report

Maintenance

One crew member has been relief riding for a ditch rider out on medical leave.

One crew member has been out on medical leave.

One crew member has been running the mower on District easements and covering a ditch ride for medical appointments.

Crew members have been spraying noxious weeds on District easements.

Crew members have been building gate assemblies for the section of the main canal above HWY 361, and the headend of 43 pipeline access.

Ditch Riders

Standard water deliveries.

Mechanic Shop

General fleet maintenance.

Repair and replacement of yard pumps at company houses.

Crooked River pump packing repairs.

Miscellaneous

North Unit had our assistant mechanic retire.

In process of hiring another temp employee to help ease the current load on the maintenance staff.

INVITATION TO BID

Sealed proposals for the construction of the North Unit Irrigation District 43-Lateral Piping Project (Project) will be received at North Unit Irrigation District, 2024 NW Beech St, Madras, OR 97741 ("NUID"), until, but not after, 2:00 p.m., local time, July 28, 2026. On that date and time, bids will be publicly opened and read at NUID's office.

BID: North Unit Irrigation District 43-Lateral Segments 3 and 4 Piping Project

- Bidders must submit a Subcontractor Disclosure Form in a sealed envelope marked "Subcontractor Disclosure Statement – 43-Lateral Segments 3 and 4 Piping Project" prior to 4:00 p.m. on July 28, 2026.

The Project is being bid relative to Segment 3 and Segment 4. The lowest responsive, responsible bidder for Segment 3 will be awarded the Segment 3 work, subject to funding (significant funds are secured). The lowest responsive, responsible bidder for Segment 4 will be awarded the Segment 4 work, subject to funding timing and availability (not currently secured with the earliest probable funding date of October 15, 2026).

The work contemplated consists of, but is not limited to, the following major items as further defined in the Bid Documents:

Segment 3:

- Offload, Stage, Install, Weld approximately 10-miles of HDPE Pipe ranging in diameter from 63-IN to 4-IN HDPE pipe and HDPE stubs ranging from 2" to 12" in diameter,
- Associated mobilization, selective demolition, trenching, earthwork, backfill, compaction, surface restoration, and other restoration,
- Highway, road, and railroad crossings and associated permitting
- Pressure reducing station
- Coordination for utilities, utility relocations as necessary, coordination with Owner and Owner's Engineer, and all other associated excavation/backfill/compaction for District-installed meter assemblies, stub turnouts, cleanouts, air and vacuum valve assemblies, valves and valve cans, and appurtenances necessary to provide a complete project, ready for irrigation delivery.

Segment 4:

- Offload, Stage, Install, Weld approximately 7-miles of HDPE Pipe ranging in diameter from 34-IN to 4-IN HDPE pipe and HDPE stubs ranging from 2" to 12" in diameter,
- Associated mobilization, selective demolition, trenching, earthwork, backfill, compaction, surface restoration, and other restoration,
- Highway, road, and railroad crossings and associated permitting
- Pressure reducing station
- Coordination for utilities, utility relocations as necessary, coordination with Owner and Owner's Engineer, and all other associated excavation/backfill/compaction for District-installed meter assemblies, stub turnouts, cleanouts, air and vacuum valve assemblies, valves and valve cans, and appurtenances necessary to provide a complete project, ready for irrigation delivery.

The contract time will be limited to a time schedule commencing on October 9, 2026 (potentially

earlier subject to end of irrigation season) and ending on April 30, 2027. Substantial completion of all work included in the contract agreement must be attained by March 26, 2027. Liquidated damages of \$2,000.00 per day for the first 10 days and \$10,000.00 per day thereafter shall be assessed should the contractor fail to achieve substantial completion within the time allowed. Ditch rider road restoration, demobilization from the site, and all closeout and punch-list items are to be completed by April 30, 2027.

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work.

Disadvantaged Business Enterprises are encouraged to propose for this project. The project and associated Bid are subject to grant conditions provided in the Bid Documents.

Planholder registration and electronic bid documents may be procured from Black Rock Consulting, Inc., Phone 541-350-0767, kh5servicesllc@gmail.com. Emailed requests must include the requester's name, email address, physical address, phone number, and company name.

Contract documents may be examined at NUID with 24 hours' prior notice and scheduling.

A **MANDATORY PRE-BID MEETING** for representatives and potential Bidders will be held July 14, 2026, at 1:00 P.M. at the NUID office, and will include a visit to the project site.

This project is subject to Oregon prevailing wage laws and the Federal Davis-Bacon Act (ORS 279C.800 to 279C.870).

Each proposal must be submitted on the prescribed forms and accompanied by a certified check or bid bond executed on the form bound within the Contract Documents or one substantially similar, payable to the North Unit Irrigation District, in an amount not less than ten percent (10%) of the amount bid. The successful bidder will be required to furnish a performance bond and payment bond, each in the full amount of the contract price.

Before a Contract will be awarded for the work contemplated herein, the Owner will closely review the Contractor's Experience Questionnaire to ensure that a contractor with significant experience in the installation of High Density Polyethylene pipe and irrigation project installations is awarded this contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information regarding the proposed work, contact Kevin Crew, P.E. at Black Rock Consulting, phone 541-480-6257, e-mail: blackrockci@gmail.com

The Owner reserves the right to waive any informality or to reject any or all proposals not conforming to the intent and purpose of the contract documents or when in the public interest. Any Bidder may withdraw its Proposal prior to the time of bid opening, and no Bidder may withdraw its Proposal after the time of bid opening.

Josh Bailey, Manager
North Unit Irrigation District

RESOLUTION NO. 2026-07

A RESOLUTION ADOPTING PUBLIC CONTRACTING RULES AND PROCEDURES

WHEREAS, North Unit Irrigation District ("**District**") is an Oregon Special District which is subject to the Oregon Public Contracting Code (the "**Code**"); and

WHEREAS, the District's Board of Directors (the "**Board**"), serves as the District's Local Contract Review Board ("LCRB"): and

WHEREAS, ORS 279A.065(6) provides that a local contracting agency may adopt its own rules of procedure for public contracting that:

(A) Specifically state that the model rules adopted by the Attorney General do not apply to the contracting agency; and

(B) Prescribe the rules of procedure that the contracting agency will use for public contracts, which may include portions of the model rules adopted by the Attorney General; and

WHEREAS, the LCRB now desires to adopt public contracting rules for the District, consistent with the amended Code; now therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NORTH UNIT IRRIGATION DISTRICT, ACTING AS THE LCRB, as follows:

1. That, except as otherwise provided herein, the Oregon Attorney General's Model Public Contracting Rules, Oregon Administrative Rules Chapter 137, Divisions 46, 47, 48 and 49 ("**Model Rules**"), and the Oregon Department of Energy Administrative Rules Chapter 330-135-0010 thru 0055, shall be the public contracting rules for the District, as such Model Rules now exist or are later modified.
2. That the District's public contracting rules (the "Rules") are as shown on the attached Exhibit A and are incorporated by reference. The Rules shall be in addition to, and shall supersede any conflicting provisions in, the Model Rules.
3. That the District shall regularly review changes in the Code and Model Rules to ensure that the District's Rules are consistent with current law.

4. That if any portion of this resolution is deemed invalid by a court of competent jurisdiction, the invalid portion shall be severed from the resolution, and the rest shall remain in full force and effect.

APPROVED AND ADOPTED on June 9, 2026.

Mike Kirsch, Board Chairman

ATTEST:

Joshua Bailey, Board Secretary

**EXHIBIT A
PUBLIC CONTRACTING RULES AND PROCEDURES**

A. Delegation.

(1) Except as otherwise provided in these Rules, the powers and duties of the LCRB under the Code must be exercised and performed by the Board.

(2) Unless expressly limited by the LCRB or these Rules, all powers and duties given or assigned to contract agencies by the Code, including the authority to enter into emergency contracts pursuant to ORS 2798.080 and 279C.320, may be exercised or performed by the Manager or Board Chairman.

(3) All public contracts estimated to cost \$50,000 or more must be approved by the Board of Directors. All public contracts estimated to cost less than \$50,000 may be entered into by the Manager without Board approval. However, emergency contracts may be entered into by either the Board or the Manager pursuant to Paragraph H of these Rules, regardless of dollar limits, subject to ORS 294.481.

(4) For the purposes of the District's Rules, "Manager" shall mean the District's Manager or the Manager's designee. References in the Model Rules to the "Chief Procurement Officer" shall be deemed to refer to the Manager.

B. Personal Services.

(1) **Definitions.** "Personal Services" shall be defined to include those services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. Such services shall include, but are not limited to: attorneys, accountants, auditors and other licensed professionals; computer programmers; artists; graphic designers; performers; and consultants. The Manager shall have the authority to determine whether any additional service not specifically mentioned in this paragraph is a "Personal Service" under this definition. "Personal Services Contract" shall mean a contract for the provision of Personal Services.

(2) **Contracts for Personal Services.** Except as provided in Paragraph (3), below, Personal Services Contracts may be directly appointed, or awarded from proposals that are solicited informally, either orally or in writing. When proposals are sought, they shall be solicited from a sufficient number of qualified prospective proposers to ensure that no fewer than two qualified proposers submit proposals. If fewer than two qualified proposers submit proposals, the efforts made to solicit proposals shall be documented in the District's files. The selection may be based on criteria including, but not limited to, each proposer's:

- Particular capability to perform the services required;
- Experienced staff available to perform the services required, including each proposer's recent, current and projected workloads;
- Performance history;
- Approach and philosophy used in providing services;
- Fees or costs; and
- Ability to provide timely performance in the area where the services are to be performed.

Price may be considered but need not be the determining factor. Proposals may also be solicited by using a written request for proposals, at the District's discretion.

(3) Contracts for Architectural, Engineering and Surveying Services, and Related Services. Personal Services Contracts for architectural, engineering, photogrammetric mapping, transportation planning, land surveying or related services, all as defined by ORS 279C.100, shall be awarded in accordance with the source selection procedures set forth in ORS Chapter 279C and Division 48 of the Model Rules (except as otherwise provided in the District Rules). Notwithstanding the foregoing, such Personal Services Contracts may be awarded pursuant to ORS 279C.115 or 279C.120 when applicable. When using the informal selection procedures described in OAR 137-048-0210, the Manager will submit Request for Proposals to a minimum of three prospective consultants drawn from the following:

- (a) District's list of consultants that is created and maintained under OAR 137-048-0120;
- (b) Another contracting agency's list of consultants that is created and maintained under OAR 137-048-0120; or
- (c) All consultants that the contracting agency can reasonably locate that offer the desired architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, or any combination of the foregoing.

C. Contracts for Services.

Pursuant to ORS 279B.030, the provisions of OAR 137-047-0250(2)-(8) shall not apply to contracts for services awarded by the District.

D. Special Procurements and Exemptions.

(1) The LCRB may adopt special procurements exempting certain contracts or classes of contracts for the procurement of goods and services from competitive bidding according to the procedures described in ORS 279B.085. In accordance with OAR 137-047-0285 (2), the District shall give public notice of the District's approval of a special procurement for goods and services in the same manner as public notice of competitive sealed bids under ORS 279B.055(4) and OAR 137-047-0300. The public notice shall describe the goods or services or class of goods or services to be acquired through the special procurement. The District shall give affected persons at least seven (7) days from the date of the notice of approval of the special procurement to protest the special procurement.

(2) The LCRB may exempt certain contracts or classes of contracts for public improvements from competitive bidding according to the procedures described in ORS 279C.335. When exempting a public improvement contract from competitive bidding, the LCRB may authorize the contract to be awarded using a Request for Proposal process for public improvements, according to the processes described in OAR 137-049-0640 through 137-049-0690.

E. Small Procurements.

- (1) Public contracts for goods and services under \$10,000 are not subject to competitive bidding requirements. The Manager shall make a reasonable effort to obtain competitive quotes in order to ensure the best value for the District. The District may amend a public contract awarded as a small procurement beyond the \$10,000 limit in accordance with OAR 137-047-0800, provided the cumulative amendments do not increase the total contract price to a sum that is greater than \$12,500.

(2) Public contracts for public improvements under \$5,000 are not subject to competitive bidding requirements. The Manager will make reasonable efforts to obtain competitive quotes in order to ensure the best value for the District. District may amend a public contract for a public improvement awarded as a small procurement beyond the \$5,000 limit, provided the cumulative amendments do not increase the total contract price to a sum that is greater than \$6,250.

F. Intermediate Procurements (goods and services <\$150,000; public improvements <\$100,000).

(1) A contract for procurement of goods and services estimated to cost between \$10,000 and \$150,000 may be awarded according to the processes for intermediate procurements described in ORS 279B.070. The District may amend a public contract awarded as an intermediate procurement in accordance with OAR 137-047-0800.

(2) A contract for a public improvement that is estimated to cost between \$5,000 and \$100,000, may be awarded according to the processes for intermediate procurements described in ORS 279B.070(3). The District may increase the contract price of a public contract awarded as an intermediate procurement through change order or amendment, pursuant to OAR 137-049-0160, (a) up to an aggregate of 25% over the original contract amount when the Manager determines that a price increase is warranted for additional reasonably related work; and (b) up to an aggregate of 50% over the original contract amount, when the Manager determines that a price increase is warranted for additional reasonably related work and the Board approves the increase.

G. Methods for Awarding Contracts Using Request for Proposal Process.

In making an award using the request for proposal process in ORS 279B.060, the District may use any evaluation method determined to be most appropriate for the selection process, including, but not limited to, the processes described in ORS 279B.060(8). The evaluation process(es) to be used shall be stated in the Request for Proposals.

H. Emergency Contracts.

(1) "Emergency" shall be defined as follows: "Circumstances that (a) could not have reasonably been foreseen; (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare or safety; and (c) require prompt execution of a contract to remedy the condition."

(2) The Board Chair or the Manager shall have authority to determine when emergency conditions exist sufficient to warrant an emergency contract. The nature of the emergency and the method used for the selection of the contractor shall be documented.

(3) Emergency contracts may be awarded as follows:

(a) Goods and Services. Emergency contracts for procurement of goods and services may be awarded pursuant to ORS 279B.080 and section A, "Delegation," of these Rules.

(b) Public Improvements. The District hereby adopts OAR 137-049-0150 as its contracting Rules for awarding a public improvement contract under emergency conditions, pursuant to ORS 279B.080.

I. Appeals of Prequalification Decisions and Debarment Decisions.

The review process for the District's prequalification and debarment decisions shall be as set forth in ORS 279B.425.

J. Purchases from Federal Catalogs.

Subject to applicable Board approval requirements stated in the District's Rules, the District may purchase goods from federal catalogs without competitive bidding when the procurement is pursuant to the E-Government Act of 2002 (Public Law 107-347). Purchases under other federal laws will be permitted upon a finding by the LCRB that the law is similar to the EGovernment Act in effectuating or promoting transfers of property to contracting agencies.

K. Electronic Advertising.

Pursuant to ORS 279B.055 and 279C.360, electronic advertisement of public contracts in lieu of publication in a newspaper of general circulation in the area where the contract is to be performed, is authorized when it is likely to be cost-effective to do so. The Manager shall have the authority to determine when electronic publication is appropriate, and consistent with the District's public contracting policies. Notwithstanding the foregoing, publication of public improvement contracts with an estimated cost in excess of \$125,000 shall also be made in at least one trade newspaper of general statewide circulation.

L. Brand Names or Products, "or Equal," Single Seller and Sole Source.

The District may enter into public contracts for the procurement of Brand Name "or Equal" products, including products to be incorporated into a public improvement, subject to the requirements of this Rule.

(A) Specifications. Solicitation specifications for public contracts must not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in Subsections (i) and (ii) of this Rule.

(i) "Or Equal" Specification. The District may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent," or similar language if there is no other practical method of specification.

(ii) Specifying a Particular Make or Product. The District may specify a brand name, make, or product without an "or equal" or equivalent suffix if there is no other practical method of specification, after documenting the procurement file with the following information:

(I) A brief description of the solicitation(s) to be covered including volume of contemplated future purchases;

(II) The brand name, mark, or product to be specified; and

(III) The reasons for seeking this procurement method, which must include at least one of the following findings in the procurement file:

(a) It is unlikely that specification of the brand name, mark or product will encourage favoritism in the award of the public contracts or substantially diminish competition; or

(b) Specification of the brand name, mark or product would result in substantial cost savings to the District; or

(c) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.

(B) Public Notice. The District will make reasonable effort to notify all known suppliers of the specified product and invite such suppliers to submit competitive bids or proposals; or document the procurement file with findings of current market research to support the determination that the product is available from only one seller. This requirement is satisfied by electronically posting a notice as provided in OAR 137-047-0330 for a reasonable period of time or by documenting direct contact with such suppliers in the procurement file.

(C) Sole Source Purchasing. The District may purchase a particular product or service available from only one source if the District meets the requirements of Subsections (A) and (B) of this Rule and a sole-source procurement pursuant to ORS 279B.075. Prior to purchase, the District must document its findings of current market research to support the determination that the product or service is available from only one seller or source and place this information in the procurement file. The District's findings must also include:

(i) A brief description of the contract or contracts to be covered including volume of contemplated future purchases;

(ii) Description of the product or service to be purchased; and

(iii) The District's determination of a sole source which may include:

(I) That the efficient utilization of existing goods or services requires the acquisition of compatible goods or services; or

(II) That the goods or services required for the exchange of software and data with other public or private agencies are only available from one source;
or

(III) That the particular goods or services are for use in a pilot or an experimental project; or

(IV) Other findings that support the conclusion that the goods or services are available from only one source.

(D) Sole Source, Multiple Purchases. If the District intends to make several purchases of the product of a particular manufacturer or seller over an extended period, the District must so state in the solicitation file, the solicitation document, if any, and the public notice described in Subsection (B) of this Rule. Such documentation and public notice constitute sufficient notice as to subsequent purchases. Such purchase may not be made for a period in excess of five (5) years without new findings supporting continuation of the sole source procurement.



**WATER SUPPLY DEVELOPMENT ACCOUNT
OREGON WATER RESOURCES DEPARTMENT**

GRANT AGREEMENT AMENDMENT

PROJECT NAME: **Bend Headworks Fish Screen Replacement**
 GRANT NUMBER: WPG-0047-24
 AMENDMENT NUMBER: **WPG-0047-24A**

This Amendment WPG-0047-24A to Agreement WPG-0047-24 dated September 25, 2025, (the “Agreement”) between the State of Oregon acting by and through the Water Resources Department (“Grantor”), and the North Unit Irrigation District (“Grantee”) is effective only when fully signed and approved as required by applicable law (“Effective Date”).

Amendment

NOW, THEREFORE, the parties amend the Agreement as follows (except as otherwise provided, new language is indicated by **bold underlining** and deletions are indicated by ~~strikethrough~~):

1. Section 2.01 Grant Award; Match Requirement.

- (a) In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of ~~\$1,971,924~~ **\$2,169,116.40** (the “Grant”) from the Water Supply Development Account to financially support the water resource project activities designated within the project description set forth in Exhibit C (the “Project”). The Grant amount may not be increased without a written amendment(s) to this Grant Agreement. The Grant Budget is set forth in Exhibit B.
- (b) Grantee shall provide a cost match of at least 25% of the Grant by the earlier of the last disbursement request or the Expiration Date. No later than 18 months after the Effective Date (the “Match Deadline”), Grantee must secure Project match funding.

2. Exhibit B is amended as follows

The Grant Budget is as follows:

Budget Categories	Approved Budget
Staff Salary/Benefits	\$0
Contractual/Consulting	<u>\$2,169,116.40</u> \$1,971,924
Supplies	\$0
Materials	\$0
Travel	\$0
Equipment	\$0

Other:	\$0
Subtotal of Grant Funds	<u>\$2,169,116.40</u> \$1,971,924
Match Funding – Expenditures from sources other than those managed by the Grantor	\$7,810,808
Grand Total	<u>\$9,979,924.40</u> \$9,782,732

Except as expressly amended hereunder, all other terms and conditions of original Agreement are still in full force and effect. The Grantee certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON
acting by and through its **Water Resources Department**

By: _____
Name: Lisa Snyder
Title: Administrator, Administrative Services Division

Date: _____

GRANTEE: NORTH UNIT IRRIGATION DISTRICT

By: Joshua Bailey
Name: Josh Bailey
Title: District Manager
Date: 6/21/2026

The Oregon Water Resources Department (OWRD) is conducting a public scoping process to determine if they move forward with a proposed broad rulemaking effort related to OAR Chapter 690, Divisions 250, 260, 300, and 340.

These are the specific areas OWRD is seeking feedback on at the open houses as part of this scoping process (red flags indicate areas of concern):

OWRD is interested in your thoughts on what should be included in the scope of this rulemaking effort. You are welcome to provide general feedback via the rulemaking website below. We are also seeking feedback on the specific topic areas listed in the table below.

Topic (listed alphabetically)	Questions
Bulges in the system	<ul style="list-style-type: none"> • How frequently is water delivered or is your system designed to pump? • What are the problems or challenges with bulges? • What are the benefits and values of bulges? <p>When, how frequently, and at what rate does your bulge empty?</p>
Exempt uses	<ul style="list-style-type: none"> • As defined in OAR 690-300-0010(14), "Domestic Water Use" means the use of water for human consumption, household purposes, domestic animal consumption that is ancillary to residential use of the property or related accessory uses." What do you consider "ancillary to residential use of the property or related accessory uses?" • Are there other improvements to the exempt use rules (OAR 690-340-0010) and corresponding definitions in OAR 690-300 that you would like OWRD to pursue?
Rotation agreements	<ul style="list-style-type: none"> • How far in advance do you or would you set up a rotation agreement? • How would you improve the rotation agreement process?
Violations and civil penalties	<ul style="list-style-type: none"> • What aspects of violations or penalties feel unclear or confusing? • What types of enforcement issues do you see in your community? • What makes enforcement feel fair and consistent to you? • What information would help water users better understand their responsibilities?
Waste of water	<ul style="list-style-type: none"> • How would you define waste?

Overview of Rulemaking

[Overview of Rulemaking Handout](#)

Waste of Water

[Waste of Water Handout](#)

[Waste of Water Survey](#)

Bulges In the System

[Bulges in the System Handout](#) (updated 5/20/26)

[Bulges in the System Survey](#)

Exempt Uses

[Exempt Use Rules Handout](#)

[General Exempt Use Handout](#)

[Small Farms Handout](#)
[Exempt Uses Survey](#)

Violations and Penalties

[Violations and Penalties Handout](#)
[Violation and Penalties Survey](#)

Rotation Agreements

[Rotation Agreements Handout](#)
[Rotation Agreements Survey](#)

Additional information about the proposed rulemaking:

<https://www.oregon.gov/owrd/programs/policylawandrules/OARS/Pages/Division-250,-260,-300-and-350-Rulemaking.aspx>