

BOARD MEETING MINUTES
February 11, 2025
64697 Cook Avenue
Bend, Oregon 97703

BOARD: Ron Cochran, Martin Warbington, Steve Putnam
STAFF: Chris Schull, April Harris Spath, Matt Lane
ATTORNEY: Mark Reinecke (via phone)
GUESTS: Greg Mohnen, Scott Bradshaw, Bob Varco, Dave & Becky Arnold, Paul Cramer, Peter deHaan, Susie Hart, Mary Wallis, Sean Vill, Cate Hollister, Marianne Walker

Chairman Cochran called the regular board meeting to order at 10:00 a.m. and appointed April Harris Spath scribe.

EXECUTIVE SESSION ANNOUNCEMENT

At 10:01 a.m. the Board recessed the regular session and entered executive session per:

- ORS 192.660(2)(e): To conduct deliberations with persons you have designated to negotiate real property transactions.
- ORS 192.660(2)(f): To consider information or records that are exempt from disclosure by law, including written advice from your attorney.
- ORS 192.660(2)(h): To consult with your attorney regarding your legal rights and duties in regard to current litigation or litigation that is more likely than not to be filed.

RECONVENE

Following the executive session, the regular session was reconvened at 10:33 a.m.

Chairman Cochran announced that Susie Hart would be recording the meeting via an audio recording device and requested that she remain in one spot while recording.

PATRON CONCERN

Patron Susie Hart began by apologizing for getting emotional at the last meeting. She reiterated that she felt that the December 2024 minutes regarding the history of her water delivery problem was not factually reported and very different than how she recalled the sequence of events. Based on a prior recommendation by Director Galazzo, she highlighted the portions of the minutes that she did not agree with, and presented additional explanations in writing as to her recollection of prior meetings and what she felt the minutes should have said. After fully explaining her position again, Hart requested for a second time that portions of the December minutes be removed, and that her written comments be included in the minutes. She also stated that the Directors' phone numbers were not up to date on TID's website and that she believes they should have their email addresses posted as well.

Chairman Cochran reminded everyone again that the problem was because patron Hart hired somebody who incorrectly installed a pond which in turn led to the back flow problem and it really was not TID's responsibility to repair. He acknowledged there could have been better communication between Hart and TID's staff, and stated the District will endeavor do better going forward. As for changing the December minutes, Cochran stated that they will not be making any changes. All five board members approved the minutes after reviewing them, and all board members agreed that they were an accurate reflection of what took place at the meeting. Also, Cochran pointed out that the January minutes had a paragraph that mentioned her concerns about not being factually reported. Additionally, Cochran agreed to include a recap of Hart's written comments – that she submitted - as an addendum to the minutes, which will be in the permanent record.

APPROVE MINUTES OF JANUARY 2025 BOARD MEETING

Vice Chair Warbington made a motion to approve the minutes of the January 2025 board meeting. Director Putnam seconded the motion, and it passed unanimously.

WATER SUPPLY REPORT

Manager Schull reviewed the current water supply report and attached graph, which indicated that Crescent Lake was 19% full at ~16,400 AF. Schull noted that the level had not increased much since his last report, which was disappointing.

WATER START DATE

Manager Schull proposed Monday, April 14th as the start date for the 2025 irrigation season. As usual, patrons should expect low and intermittent flows prior to May 1st, as Tumalo Creek flow does not increase until then.

PIPING UPDATES

Manager Schull has been unable to get any updates from the Bureau of Reclamation on the status of grant funds for Group 5 and Group 6B. He is beginning to worry that we may lose the funds for Group 5. Schull is traveling to Washington D.C. at the end of March and hopes to get some answers then.

EASEMENT ENCROACHMENT

The Board reviewed a drafted Easement Encroachment for Nicholas Roberts that would allow an ADU to be built within TID's 50' easement. The current building plans put the ADU 25' from the Tumalo Feed Canal pipeline. Vice Chair Warbington expressed concerns about setting a precedent for allowing living structures within our easement, which could be a liability for the District if the pipeline were to fail and flood someone's living space. Attorney Reinecke advised the Board to reach out to SDIS, the District's insurance carrier, and identify what our policy would cover if there was a pipe failure. Former Field Supervisor Bob Varco provided some input on the specifications of the pipe that was installed.

BY-LAWS REVIEW

It was brought to the Board's attention that the District's By-Laws have not been reviewed for several years. Attorney Reinecke provided Manager Schull with a quote for the cost of having his firm review them. Schull informed the Board that the cost for this review would be \$1500, and the part that he thinks needs to be addressed is the portion on public comments. Susie Hart requested clarification on what the difference was between "Public Comment" and being listed on the agenda as an individual with a "Patron Concern" Chairman Cochran explained that the Public Comment portion is designated for patrons only, but that the Board has the authority to allow the general public to speak. The Board also has the authority to limit or disallow comments at their discretion. When a patron requests to be added to the agenda for a specific concern that they would like to be addressed, they can make this request, and the Board will decide whether to approve the request or not.

PUBLIC COMMENT

Susie Hart asked the Board if they want patrons to have the ability to contact them. Chairman Cochran stated that he does not have a problem with patron's having his personal cell phone number. Manager Schull stated that patrons are welcome to get in touch with TID staff (by email, phone, or in-person) and we would be happy to assist and coordinate. Any emails that are addressed to the Board and sent to the District's staff email, or through the contact form on the website, will be included in the Board packets

and become permanent record. It was noted that Directors are not required to publicly post their contact information.

Greg Mohnen reminded everyone about the workshop that the Central Oregon Hay Grower's Association is holding at the Clover Building in Prineville on February 25th. Flyers are available at the front desk of the District office and posted on TID's website.

Mary Wallis saw the information posted on TID's website about noxious weeds. She asked if we could also post suggestions on types of native seeds that would be good to plant.

Dave Arnold asked if there would be an annual meeting again this year to discuss the water outlook for the upcoming season. Manager Schull stated that we will announce the date once it is set, which will be sometime after the DBBC sets the date of their own Town Hall event, as he wants to schedule TID's meeting after theirs. Once a date is set, it will be posted on TID's website, and a text message will be sent closer to the date of the event as a reminder.

MOTION TO APPROVE FEBRUARY 2025 VOUCHER LIST

Director Putnam made a motion to approve the February 2025 voucher list. Vice Chair Warbington seconded the motion, and it passed unanimously.

NEXT MEETING DATE

The date of the next board meeting was set for Tuesday, March 11, 2025, at 10:00 a.m. (Executive session at 10:00 and returning to Regular session at 10:30.)

ADJOURN

Director Putnam made a motion to adjourn the regular board meeting at 11:37 a.m. Vice Chair Warbington seconded the motion, and it passed unanimously.

April Spath

From: SH <ecc1520@earthlink.net>
Sent: Monday, March 3, 2025 12:23 PM
To: April Spath
Subject: March 11 Board Meeting

Hi April,

I have a PATRON CONCERN so please put me on the March 11 TID Board Meeting Agenda. Thank you.

Tomorrow I will send you my Minutes Addendum for the February TID Board Meeting.

Thank you

Susie Hart

Susie Hart Addendum to TID Minutes from Board Meeting 11 February 2025

-I attended the Tumalo Irrigation District Board Meeting on 11 February 2025 and was on the Agenda as I had been asked during the January Board Meeting, by Director Galazzo, to come to the February Board Meeting with a copy of the December 2024 Board Meeting Minutes with the statements highlighted that I knew were erroneously attributed to me as explicitly saying, so that the Board could carefully consider whether to amend the December 2024 Minutes.

-Thus, I began my presentation today by thanking the Board for allowing me to present today what I know were inaccurate statements attributed to me in the December 2024 Board Meeting Minutes.

-Then I offered an apology to the Board and to Patron and Guests that had attended the 14 January 2025 Board meeting explaining that I had gotten overly emotional at that meeting because I had just found out that my sister had passed and the next day was leaving town to deal with that.

-Then I explained, for those that might not have known, that I was presenting at this Board Meeting at the request of Director Galazzo (who was not present today). At Director Galazzo's request I brought for each Board Member (and for each patron/guest in attendance) copies of **Exhibit A** which is the December 2024 Board Meeting Minutes on which I have highlighted the statement which was wrongly attributed to me and the statement itself was erroneous, as requested by Director Galazzo. I also presented for each board member and for patrons/guests a copy of **Exhibit B** which is the Addendum to the December 2024 Board Minutes which I had provided (at the instruction of Scribe April Spath) as a written documentation of what I had said at the Board Meeting. And then I handed to Director Ron Cochran copies of **Exhibit C** (and copies to patrons/guests) which were the revisions to the December Board Minutes that would make the Minutes accurate and that Director Galazzo had requested I submit at today's meeting.

When I handed to Director Ron Cochran the multiple copies of **Exhibit A, Exhibit B, and Exhibit C** instead of passing them around to the other Board Members he laid them next to himself on the table and said that the Board had already decided not to make any changes to the December minutes because they had asked 10 people if they thought statement was accurate and all 10 agreed it was accurate. Director Cochran did not say who did the asking, who was asked, nor the specific question that these 10 people were asked. Nor did he say when and how the Board had reached this consensus since there were no public Board meetings since January.

-Next I offered **Exhibit D** *which is a copy of ORS 545.237* explaining that it was unnecessary at the December 2024 Board Meeting to have voted to from now on give Patrons advance notice and an explanation of the work to be done on their property since that requirement was already a longstanding law. I further explained that the false statements attributed to be in the Minutes of the December 2024 Board Meeting Minutes gives the appearance that someone at TID knew it was the law and retrospectively was trying to CYA. I commended the Board for now planning to come into compliance with the law ORS 545.237.

When I handed the copies of Exhibit D to Director Cochran to be passed around the table to all Board Members, (he again, simply laid them down on the table next to himself.)

Susie Hart Addendum to TID Minutes from Board Meeting 11 February 2025

-I then handed a several copies to be handed out to patrons/guests and several copies to Director Cochran for him to pass to other Board Members (but he laid them on the table next to himself) of **Exhibit E**. **Exhibit E** is copy of the Work Order dated 12/9/24 for the work and how much TID was going to charge me for work that was already done on my property without advance notice on 11/26/24. The work order (Exhibit E) was given to me 12/31/24.

-I then explained to the Board that I had tried to work congenially with them about my concern about the inaccuracies wrongly attributed to me in the December TID Board Meeting Minutes by trying to contact some of the Board Members prior to the January Board Meeting. I explained that I had left 2 voicemail messages for Director Ron Cochran and did not receive a call back either time prior to the January Board Meeting. I also used the phone number for Director Martin Warbington to try to call him but it was a phone number for the business that he had sold over 2 years ago.

-Having no success with phone calls, before the January TID Board meeting I emailed all Directors to what I had the impression was their TID email addresses but learned after the January Board Meeting that none of them had received the email because it had bounced back to me for lack of correct email addresses. To verify my attempt I then handed a stack of copies of the email I had sent to the patrons/guests, **EXHIBIT F**, and a stack of copies for the Board to Director Ron Cochran who, again, simply laid them on the table next to himself.

-I then explained that since the TID website regarding the contact information for Directors was not up to date, that a couple of weeks ago I had asked Margaret, office staff, to please update the website with correct contact info of the Directors. But as of today, I explained at this Board meeting that instead of correcting the contact information that all contact information had been removed except for each Directors address. I explained that phone numbers would be more useful as it would alleviate the need to simply show up at a Directors home unannounced. Director Ron Cochran immediately responded that his dogs would not be okay with that. And he repeated that statement a second time with much emphasis on his dogs.

At this point I ended my presentation.

Respectfully Submitted,
TID Patron Susie Hart

EXHIBIT A
presented at TID 2/11/25
Beard Mtg

BOARD MEETING MINUTES
December 10, 2024
64697 Cook Avenue
Bend, Oregon 97703

BOARD: Ron Cochran, Martin Warbington, Steve Putnam, Carol Shull, Ed Galazzo
STAFF: Chris Schull, April Harris Spath, Matt Lane
ATTORNEY: Mark Reinecke
GUESTS: Greg Mohnen, Todd Peplin, Susie Hart, Peter DeHaan, Patrice Spyrka, David Arnold, Jon Barkee, Marianne Walker, Becky Arnold, Bob Varco

Chairman Cochran called the regular board meeting to order at 10:00 a.m. and appointed April Harris Spath scribe.

EXECUTIVE SESSION ANNOUNCEMENT

At 10:00 a.m. the Board recessed the regular session and entered executive session per:

- ORS 192.660(2)(e): To conduct deliberations with persons you have designated to negotiate real property transactions.
- ORS 192.660(2)(f): To consider information or records that are exempt from disclosure by law, including written advice from your attorney.
- ORS 192.660(2)(h): To consult with your attorney regarding your legal rights and duties in regard to current litigation or litigation that is more likely than not to be filed.

RECONVENE

Following the executive session, the regular session was reconvened at 11:07 a.m.

APPROVE MINUTES OF NOVEMBER 2024 BOARD MEETING

Director Galazzo made a motion to approve the minutes of the November 2024 board meeting. Director Putnam seconded the motion, and it passed unanimously.

WATER SUPPLY REPORT

Manager Schull reviewed the current water supply report and attached graph, which indicated that Crescent Lake was 13% full at ~11,400 AF. The next stock run of the season has tentatively been scheduled for the week of January 13, 2025.

PIPING UPDATES

Manager Schull met with the Bureau of Reclamation in Hood River at the Oregon Water Resource Congress' annual conference. They have approved funds in the amount of \$8.4 million for Group 5, which would pipe the entire Couch lateral. We are still waiting for a final decision to be made on the WaterSmart grant for Group 6B, but Schull hopes to have an answer soon. Once Group 5 and Group 6B are complete, we most likely will not need to rotate anymore.

PATRON CONCERN

Patron Susie Hart expressed her concerns with the work that began on her property at the end of November, stating she had several discussions with both Manager Schull and former Field Supervisor Bob Varco about the issue with her delivery and believed they both understood what needed to be done to correct the problem. However, once the work began, she was notified by the field crew that she would

deleted

be responsible for part of the cost because the work being completed was past the Point of Delivery (POD). Schull explained that has always been the District's policy. TID is only responsible for maintaining infrastructure up to the POD. Anything beyond the POD is the property owner's responsibility. TID sometimes provides the labor at no cost, but the property owner is responsible for covering the cost of materials. Chairman Cochran and Director Galazzo reiterated that this is standard practice for most irrigation districts. Hart stated that the work being done now was not what she expected, and she would not be paying for it. Hart sent an email to the District on November 29th requesting that TID stop all work immediately on her property until she had a complete description of all details of the project in writing. Current Field Supervisor Matt Lane offered to again meet with her to discuss the project. Hart stated that was not what she wanted. She expressed her frustration that it all was not explained to her beforehand and believed the details should have been provided in writing prior to TID coming onto her property.

Most of the Board were somewhat confused by her frustration of not knowing what was going to be done – since she had several prior meetings with Bob Varco - and on what specific day the work was going to be done since she had been asking for TID's help for the past two seasons and was told recently that it was scheduled for this fall. (The work had not been scheduled during the past two winters because of all the piping projects.)

The Board discussed Hart's options going forward, stating the materials could be used for another project if she did not want to pay for them. Hart stated that she would not be paying for the materials and that she would like TID to come back and remove the pipe and backfill the hole. Lane agreed to provide her with a 72-hr notice of the exact time that they would be by to retrieve the pipe. Hart was informed by the field crew that TID would replace the chicken wire fencing that had to be taken down to allow access for the backhoe. Schull confirmed TID will put the fence back.

Director Shull commented that Hart might want to reach out to the company that she hired several years ago to move her pond, because they built the pond above grade of the POD which resulted in a back flow issue whenever there was a disruption in the normal delivery level.

Hart stated her reason for requesting to be added to the agenda was that she wanted to be sure that her concerns were recorded in writing. At the February 14, 2023 board meeting she had a discussion with Manager Schull during Public Comment about the water delivery issue she had been experiencing for years. Although the minutes stated that she had a discussion with the manager, they did not include the details of that discussion. The Board clarified that board meeting minutes are only a representation of what took place at the meeting and to record votes, not to report every phrase, comment or utterance made during the meeting. Office Manager Spath stated that if a patron would like the details of their concerns to be recorded with the minutes, they should submit their comments in writing at least a week prior to the scheduled meeting date. They will then be included in the board packets and become permanent record as an attachment to the minutes.

As a result of the conversation regarding the Hart issue, the Board agreed that going forward all projects that TID employees are involved with that go beyond a patron's POD must be put in writing and signed by the property owner prior to any work being done.

Susie Hart's written comments are attached.

PUBLIC COMMENT

David Arnold asked about the specifications of the District's easements in relation to the canal that runs through his property. Particularly what the District is allowed to do within that easement and how the field crew accesses the easement. Tumalo Irrigation District maintains a fifty-foot easement on each side of all canals and laterals (measured from the marginal edge) for both open canals and buried pipelines. Manager Schull stated he would work on putting this information on the website, as many property owners have had similar questions.

Exhibit

Agenda Item: Susie Hart
Information presented to Board

B
presented @
TID 2/11/25
Board mtg

Why I am on the agenda today.

- Brought up my problem several times in Board Meetings since Manager Chris Schull would not respond to me when I went to him on 2 occasions individually in 2022.
- My concern expressed during Board Meetings was never noted in the minutes, although other patrons concerns were recorded. Previous minutes also reflect that a patron ~~(not named in minutes)~~ asked if Public Comments were recorded and it is recorded in the minutes that the answer was "yes". (The person who answered was not recorded)
- So I called Director Putnam last week to ask how I could get my concerns recorded. He said to request to be put specifically on the Agenda as there is no requirement to record public comment. So that's why I am specifically on the Agenda today.

see H
minutes

Correcting irrigation back flow problem

- After having brought up my problem more than once at board meetings in 2023 and Manager Chris Schull not answering my questions, finally Board Chair Cochran directed Manager Schull to meet with former Field Supervisor Bob Varco after the Board meeting today to figure out a way to solve the back flow problem. I stayed and met with Schull and Varco to understand their solution. During this meeting it was decided that a check valve could be put in on the district side of the weir to stop the back flow. I asked when this could be done. Manager Schull said it would be done during my "no water" week of rotation this same summer (2023).
I looked forward to this resolution.
- Summer 2023 came and went with no work being done and no recognition of that by Manager Schull. The agreement had been broken by Manager Schull.
- At the October 2023 Board Meeting I explained to the Board that the promise to fix the water problem was not kept. Manager Schull responded by saying it would be done during the winter (2023/2024) while the water was off.
- This commitment was also broken by Manager Schull as the winter of 23/24 came and went and the project was never even started nor did Manager Schull ever acknowledge or communicate with me about it.
- During a winter 2024 Board Meeting Manager Schull, made a 3rd commitment to do the work during my "no water" rotation week during summer 2024 water rotation.
- Manager Schull, for the 3rd time, broke his commitment and for the 3rd time never acknowledged it or communicated with me about it as the summer came and went with no effort to start the project.
- During Board Meeting October 2024, I again brought up to the Board that the thrice promised repair had not yet been done. Field Supervisor Matt was at that Board meeting and said that I was on the list to get it taken care of this winter and that he would contact me ahead of time.
- Then on the morning of Tuesday, November 26th I accidentally noticed a truck at the man gate to my weir so I went to see who it was. It was Ditchrider Kirby saying they were ready to start the fix to the my irrigation problem and that I needed to unlock the main gate on Marsh Rd to allow the backhoe to get in. I asked ~~if they had not started the work yet~~. Ditchrider Kirby said he didn't know, that he was just told to come out and start the project. Ditchrider Kirby then alluded to the check valve being placed in my field just beyond the weir. I said that ~~I would not allow that~~. Ditchrider Kirby said there wasn't room. That did not make any sense to me since it could be put on the pipe on the other side of the fence where the pipe was installed in the first place. Ditchrider Kirby again said he

p 2 Exhibit B
presented @ TID 2/11/25
Board Mtg

was just doing as he was told. So I relented thinking that at least it was going to be done. (Ditchrider Mason was also present.)

- At about 3pm that same afternoon I went back out to see what was happening.....The hole had been dug and there were parts and tools lying around on the ground. TID backhoe operator was there at this time in addition to Ditchriders Kirby and Mason. Field Supervisor Matt approached me saying "Someone has dug a hole in the Marsh Rd. I need to know what you want to do about it. Do you want to pay for it or do you want to let us dig it and you pay for it?" I responded, saying "I don't want to pay for it. I want you to dig it and you pay for it." He said "I can't do that. You have to pay for it." And then he started talking to Ditchrider Kirby and Mason. I went back to the house and noticed the TID truck leaving promptly at 4PM.
- The next day, Wednesday, I was tied up with my work and was surprised when I went out to look at the hole that had been dug the day before, that my pipe had been cut and the check valve had been installed. No one had contacted me that day to discuss the issue of where to place the valve and who was paying for it. I couldn't imagine that after saying I had no knowledge of, nor had consented to pay for the parts that it was installed anyway without further discussion. I had expected a call from Manager Schull.
- Thursday was Thanksgiving, November 28th.
- Friday, no one from TID called or showed up on my property. Thus I was getting concerned about the lack of communication and lack of agreement on the placement and who was bearing costs and thus sent an email through the TID website.
- Sunday, December 1st, I received a voice message from Field Supervisor Matt who said he, Manager Chris Schull and Office Manager April were on their way to a meeting in the valley and wouldn't be back until later in the week and would be happy to meet with me to explain the project then. I explained that I needed the information in writing and signed by Chris since he was the one who apparently changed the plan from what he and I and Bob Varco had previously discussed.
- Friday, December 6, Field Supervisor Matt contacts me again and says he can meet with me by the weir to explain the project to me.
- Monday, December 9, as I was in town, I listened to 2 voicemails from Field Supervisor Matt who said he was at my property to pick up the backhoe and wanted me to unlock the Marsh Rd equipment gate to allow the backhoe to be removed. I responded via voice texting to let him know I wasn't home and could not comply at that moment. I also explained that had I been afforded the courtesy of being contacted ahead of time I could have unlocked the gate before I left for town.
- Tuesday, December 10, is the Board meeting at which I presented the above information.

Respectfully submitted,
Susan Hart
TID Patron Division 1

Correction to 12/10/24 TID
Board Minutes

EXHIBIT C
presented @ TID 2/11/25
Board mtg

Please DELETE the First and Second Paragraphs under PATRON CONCERN
and replace with the following:

Patron Susan Hart expressed concern that once again there was a lack of communication by TID and reiterated her frustration that Manager Schull nor anyone else at TID had ever communicated with her regarding her delivery issue except for the one and only conversation after a Board Meeting about how to solve the problem. Furthermore that this one and only conversation occurred only because the Board gave specific instructions to Manager Schull and to Consultant Bob Varco have this conversation directly after a Board meeting over a year ago. No other conversations about the issue occurred except at Board meeting when she would repeat her exasperation at repeated unfulfilled time frame commitments and that get only time she could get a new time frame commitment when she asked at a board meeting. The last unfulfilled commitment was during the summer of 2024 during her "off" water week. She asked again at the October Board meeting for a commitment she was told "this winter", but no specific day or time was given her.

She went on to explain that this lack of communication with her came to a head a couple of weeks ago, Thanksgiving week, when:

1) Unannounced and unexpectedly Ditchriders Kirby and Mason showed up to start work, Hart only discovering their presence by accident.

2) They insisted that they were given instructions to do it a certain way which was in completely opposite of what Hart was informed of during her one and only previous conversation in that post Board Meeting meeting with Schull and Varco.

3) At the end of the day Field Supervisor Matt Lane showed up and announced to her that Hart would be paying for the parts but Lane did not tell her how much the bill would be. This was new news to Hart as she had never been informed that she would be being billed for anything until just now. Hart says she immediately told Lane that since she had never been told about this that therefore she had no intention of paying anything.

4) The next day while Hart was gone and had received no communication from Manager Schull, nor anyone else, the device was installed anyway.

5) Hart then emailed TID through their website Contact Us form that all work was to stopped immediately.

Today she is still frustrated that she has still not been told what her share of costs would be thus unable to consider it. Director Schull spoke up then and said around \$500. Field Supervisor Lane immediately contradicted him and said \$800 plus. Neither person giving a definitive answer.

The 3rd paragraph from the bottom of the Patron Concern portion that starts with

"Hart stated her reason for requesting to be added to the agenda....."

should be the 1st paragraph under Patron Concern since it was what I started my comments with. That way the comments would reflect the order in which they were made.

Presented @ TID 2/11/25
Board mtg

EXHIBIT D

Contracts

545.237

Right to enter upon lands for inspection and maintenance of water works

Text

(1) The board of directors, its officers or an agent or employee of the board of directors may enter upon land of a water user of the district for inspection, maintenance and regulation of ditches, pipelines, gates, pumps or other water works. In the absence of an emergency, the district shall provide adequate and appropriate notice prior to entering upon the land of the water user.

545.239

Right to enter upon and acquire lands and water rights

545.241

Bond or other security as condition of immediate possession in condemnation by irrigation or drainage district

(2) Any person exercising the right of entry granted under this section shall not cause unnecessary damage to the property of the water user. The landowner shall not be responsible to the person or the district for any injury or damage to the person or district arising out of or occurring by reason of the entry, except when the landowner intentionally causes injury or damage to the person or district.

545.245

Right to immediate

TUMALO IRRIGATION DISTRICT

CUSTOM WORK ORDER

Date: 12/09/2024

Water Users Name: Susan Hart

Property Address: 20175 Marsh Road
Mailing Address: PO Box 87, Bend, OR, 97709

Phone: 541-480-2224

Legal Description: Township: 16 Range: 12 Section: 17

Qtr/Qtr: NE/NW Tax Lot: 01400

EXHIBIT E
presented @
TID 2/11/25
Board Mtg

I have requested the following work to be performed and completed by Tumalo Irrigation District. I understand that this is only a work order, that the prices stated below are an estimate, based upon my conversation with the Manager, and are subject to changes that might arise. However, if the cost is greater than quoted, I will be contacted first for approval before work is completed.

WORK TO BE COMPLETED AND MATERIAL TO BE USED

DELIVERY DEVICE: ESTIMATED COST

Weir:	<input type="checkbox"/>	\$ _____
Headgate:	<input type="checkbox"/>	\$ _____
Divider Box:	<input type="checkbox"/>	\$ _____
Pond:	<input type="checkbox"/>	\$ _____
New Point of Delivery (Valve & flow meter delivery)		\$ _____
Custom:	<input checked="" type="checkbox"/>	\$865.51
6" Swing Check Valve		_____

Details/Comments:

Installed on Patron's private side of the delivery to stop back flow

This estimate is valid through the 2024 maintenance season only.

Payment is due 30 days following completion of construction. A lien will be filed on the property for any amount exceeding 30 days past due.

Water User's Signature _____ Date _____

Matt Lane _____ Date _____
Field Supervisor

Re Upcoming Board Meeting on 1/14/25

From: SH <eccl520@earthlink.net>
To: <Ron@tumalo.org>, <Martin@tumalo.org>, <steve@tumalo.org>, <ed@tumalo.org>, <carol@tumalo.org>
Subject: Re Upcoming Board Meeting on 1/14/25
Date: Jan 13, 2025 9:38 AM

Dear TID Board of Directors,

At the beginning of the TID Board Meetings, after starting the meeting by passing out the vouchers. the next item on the agenda is to approve the Minutes of the previous Board meeting..

During such meeting, prior to the motion to approve the prior meetings Minutes, when the Chairman asks whether there are any corrections or additions to the minutes, and after board members have an opportunity to make any corrections, deletions or additions, I am requesting that you also give me an opportunity to respond since almost a full page of minutes is about my testimony and concerns since I was on the agenda for that meeting.

Like you, I share a desire to ensure that TID follows appropriate procedure and creates and maintains accurate records.

Respectfully,

Susie Hart

EXHIBIT F
presented @
TID 2/11/25
Board Mtg

From: Streamline <noreply@specialdistrict.org>
Sent: Tuesday, February 25, 2025 11:38 AM
To: staff
Subject: New form submission received: Contact Us

Tumalo Irrigation District

Contact Us

Your name:	Nunzie
Your email:	nunzie@pacifier.com
Subject:	link to complete document
Message:	<p>Hello I would like the opportunity to review any DRAFT changes to TID bylaw and/or DRAFT changes to TID Policies & Procedures in advance of any board vote to change same. I would like the opportunity to speak with my TID division representative about any such proposed changes IN ADVANCE of a posted agenda and before the next TID board discussion or vote on proposed language changes. It would be consistent with transparency for TID to upload the AGENDA PACKET to the Board meeting site at the time that the AGENDA is uploaded to the TID website. Uploading AGENDA PACKETS is a common method of transparency and would benefit TID water patrons. Thanks much</p>
Attachment:	

[Reply / Manage](#)

BYLAWS OF TUMALO IRRIGATION DISTRICT

A. BOARD OF DIRECTORS

1. Composition: The Board consists of five Directors. One Director shall be elected from each of five electoral divisions. The term of office shall be from the first Tuesday in January following the election for three years and until a successor is appointed or elected and as provided in these Bylaws qualified.

2. Election of Directors: Voter qualifications, Director qualifications, and the procedure for nominating and electing Directors shall be as provided in ORS Chapter 545 ~~as it~~ (the "Irrigation District Act") and such additional policies and procedures as the Board may be adopt amended from time to time.

a. Employees serving on the Board of Directors: ~~Any~~ An individual who is ~~may not~~ simultaneously serve as a member of the Board of Directors and be an employee of the District.

~~the Tumalo Irrigation District is not eligible to serve as a member of the Board of Directors of the Tumalo Irrigation District, by which the individual is employed. This shall take effect immediately upon its adoption by the Board.~~

3. Resignation and Removal of Directors: A Director may resign from the Board at any time. ~~The~~

~~A Director will vacate the Director's position if the Director ceases to be a resident of the State of Oregon or ceases to be an owner, or a shareholder of a corporate owner, of land that is subject to the charges or assessments of the district situated in the division from which the director was elected or appointed. A Director will be removed if the Director misses three remaining~~ Directors shall appoint a Director from the affected division to serve until a

~~successor shall be elected at the next regular election to fill out the unexpired term.~~

4. Vacancy in the Office of Director: ~~An office is vacant before the expiration of the term if the election or appointment of the Director is judicially declared void, or if the Director ceases to qualify in the electoral division from which elected, or if the Director dies, resigns, or is recalled or removed. A Director is removed by the act of missing three consecutive regular meetings of the Board without an absence, excusing an absence on the prior permission of the Board of Directors, excepting an absence for cause where prior permission could not have reasonably been obtained. A Director may be removed by a recall conducted pursuant to ORS 545.189. By the unanimous vote of the other Directors, a Director may be removed when the Board of Directors determines, after conducting a hearing on such removal, that the Director is incompetent to serve, is irresponsible or dishonest in the performance of the duties of the office, or has otherwise engaged in conduct that has substantially injured the interests of the District.~~ grounds of unavoidable cause. When a Director, to the substantial injury to the interests

~~of the District, is incompetent to perform or is irresponsible or dishonest in the performance of the duties of the office, the remaining Directors by unanimous vote may remove that Director. When a vacancy exists in the office of Director, a majority of the remaining Directors shall appoint an eligible person from the electoral division in which the vacancy exists to serve until a successor shall be elected at the next regular~~⁴. Vacancy in the Office of Director: If a vacancy occurs on the Board for any reason, notwithstanding ORS 198.320, the remaining Directors, even if less than a quorum, may appoint a replacement to fill the vacancy, which individual must otherwise be qualified to serve on the Board within the electoral division that the vacating Director represented. The appointee will serve until the Annual Meeting (as defined below) next following an election to fill out unexpired term the vacancy.

5. Duties and Powers of the Board: The Board shall possess all powers allocated to it by the laws of Oregon and shall generally perform all acts necessary to exercise these powers and comply with applicable law. Among these powers and responsibilities are the following:

a. Manage and conduct the business and affairs of the District.

b. Make and execute all necessary contracts, employ and appoint such agents, officers and employees as may be required, and prescribe their duties.

c. Establish equitable bylaws and rules and regulations governing the distribution and use of water among the landowners.

d. Adopt such additional policies, procedures, and resolutions to implement the Irrigation District Act, implement these Bylaws, and govern the affairs of the District.

~~d~~e. Generally perform all acts necessary to fully carry out the purposes of the Irrigation District Act and these Bylaws.

~~6. Organization: At the Annual Meeting, the Directors shall elect from among their number a President (or Chairman) and a Vice-President and appoint a Secretary, to serve during the pleasure of the Board or until the succeeding Annual Meeting. The President shall serve in all respects as the other Directors, and, in addition, shall sign all contracts approved by the Board, preside over all meetings, and perform the functions of the Chief Executive Officer of the District.~~

~~If the President is unavailable, any Director may sign instruments which have received Board approval:~~

~~If an officer cannot serve the full term, a majority of the Directors shall appoint a replacement to fill out the Director's term as Officer of the Board:~~

~~Signatures for disbursement of District funds shall be approved annually, or as necessary in relation to the composition of the Board. Two of any six of the following shall affix their signature to disburse Districts funds: any Director or Secretary to the Board:~~

76. Meetings:

a. Public Meetings Law. Except as modified or supplemented by these Bylaws, all meetings of the Board of Directors will be conducted in accordance with Oregon's Public Meetings Laws (ORS 192.610 to 192.705) and the Irrigation District Act.

~~a~~b. Notice: Public notice reasonably calculated to give actual notice to interested persons of the time and place for a meeting, and of the principal subjects anticipated to be considered at the meeting, shall be given. This requirement does not limit the ability of the Board to consider additional subjects.

b. Annual Meeting: The Board shall hold its Annual Meeting at the District office on the Second Tuesday of each January. At the Annual Meeting, the Board shall by resolution: (i) elect the chair of the Board ("Chair") and the vice-chair of the Board ("Vice-Chair"); (ii) appoint the Board's secretary ("Secretary"); (iii) establish the time for regular monthly meetings; (iv) establish the date of the next Annual Meeting, which may be other than the first Tuesday in January; and (v) establish the date the Board shall next meet as a Board of equalization under ORS 545.418

c. Regular Meetings: The Board shall hold regular meetings at least monthly at the District office. The regular meetings shall ordinarily be held on the same day and at the same time each month, as the Board shall designate at the Annual Meeting; however, for good cause the Board may change the date and time of one or more regular meetings provided that each Director is given notice of the change at least five (5) days in advance of the new date, and that the change be posted in the District office not less than five (5) days in advance.

d. Special Meetings: When required for the proper transaction of business, special meetings may be held when ordered by a majority of the Board, by order entered in the minute book, five days' notice of which meeting must be given by the Secretary to each member not joining in the order, which specify all the business to be transacted at such special meeting; no business other than specified may be transacted unless all Directors are present.

e. Emergency Meetings: An emergency meeting may be held upon such notice as is appropriate to the circumstances. Any action taken at an emergency meeting must be ratified at the next regular meeting, and the reason for the emergency meeting recited.

f. Minutes: Written minutes of each Board Meeting, giving a true reflection of the matters discussed and the views of the participants, which shall be kept by a scribe appointed by the ~~President~~Chair at the beginning of each meeting. The minutes shall include names of Directors present; all motions ~~or~~, proposals, resolutions, orders, ordinances and measures proposed and their

disposition; results of all votes and the vote of each Director; the substance of all discussion; and, subject to ORS 192.311 to 192.478 relating to public records, reference to any document discussed. A copy of the minutes shall be sent to each Director and, except for minutes of an executive session exempt from disclosure, be available to the public within a reasonable time after the meeting. Minutes may be amended and shall be approved at the succeeding regular meeting; ~~thereafter they~~. Once adopted, the minutes are the complete permanent official record of the business transacted by the Board for the applicable meeting.
~~transacted by the board.~~

g. Three Directors shall constitute a quorum for the transaction of business. ~~On all~~The affirmative vote of at least three (3) directors shall be required to pass any motion.
~~questions requiring a vote, there shall be concurrence of three members of the Board.~~

h. Board Meetings shall be conducted in accordance with Robert's Rules of Order, except as otherwise provided in these Bylaws or applicable law.

i. All meetings of the Board are open to the public except as provided in ORS 192.610-~~670~~705. The Board shall control the participation of the public and make such rulings as may be necessary to guide the decorum of a meeting.

j. Directors may receive from the District an attendance fee, in an amount up to that established by law, for each meeting at which they are present, the amount to be set by the Board each year at its Annual Meeting.

8. Records: All District records, except those ~~exempted in ORS 192-501, 192.502 and exempt from disclosure under ORS 192.355, or other applicable law, 192.503~~ are open to public inspection by water users at the District office during business hours subject to applicable law and District's public records policies. ~~hours. Management or Board approval is required before District records may be copied.~~
No District records may be removed from the District office without the consent of the Secretary or as required by applicable law.

9. Conduct of Directors:

a. ~~Conflict of Interest~~ Directors shall ~~avoid conflict of interest with the District~~adhere to the requirements of ORS Chapter 244 (Oregon's Government Ethics Law) and such additional policies as the Board may adopt from time to time.

b. Reimbursable Expenditures: Directors may be reimbursed for expenditures made on account of the District with Board approval. The Board may advance to a Director estimated travel expenses on account of the District, and shall take a signed receipt. In all cases, the Director shall present to the Board for approval at its next regular meeting an itemized statement of the expenditures, supported by vouchers, and shall

return to the District at that time any unexpended balance of any advance.

B. OFFICERS.

1. Chair. The Chair or President shall serve in all respects as the other Directors, but in addition, shall sign all contracts and documents approved by the Board and preside over all meetings. To the extent permitted by these Bylaws and applicable law, the Chair shall hold all powers and perform all functions of the chief executive officer of the District or as otherwise designated by the Board.

2. Vice-Chair. In the absence of the President, the Vice-Chair or Vice-President shall act in place of the Chair and possess all the authority, powers and duties of the Chair during such time. To the extent permitted by applicable law and these Bylaws, the Vice-Chair shall have all powers and perform all duties incident to the office of a vice-chair or vice-president, or as otherwise designated by the Board.

3. Secretary. The Secretary may be either a Director or the manager of the District (the "District Manager"). The Secretary, or a designee, shall keep the minutes of all meetings; provide appropriate notice of such meetings; act as custodian of the District's records; perform all duties and functions of Secretary in the conduct of District elections and execute documents on behalf of the District as provided by these Bylaws, by authority of the Board or applicable law. The Secretary shall collect all charges and assessments of the District; shall be responsible for preservation and maintenance of all funds, securities and related items of the District, and shall maintain full and complete books of account with respect thereto. The Secretary shall deposit funds of the District in such banks or other depositories and in such manner as is provided in these Bylaws, as directed by the Board, or as required by law. To the extent permitted or required by applicable law and these Bylaws, the Secretary shall have all powers and perform all duties incident to the office of Secretary or as otherwise designated by the Board.

4 District Manager. The District Manager is the chief administrative officer of the District and serves at the pleasure of the Board. The District Manager holds the following powers and responsibilities:

(a) The District Manager shall receive direction from a quorum of the Board and/or from the written policy of the Board and otherwise conform to all Federal, State, and local statutes and ordinances, provisions of governmental contracts, and bylaws and policies of the District.

(b) The day-to-day management of the District shall be the responsibility of the District Manager including, without limitation (i) the distribution, storage, and measurement of the irrigation water; (ii) the maintenance of the District's accounts and records; (iii) the operation and maintenance of the District's facilities, equipment, and real property; (iv) the preparation and submittal of the annual budget; (v) the purchase of services, equipment,

and supplies within the expenditure limit set by applicable law and District's public contacting policies; (vi) the initiation and implementation of the District's public relations; and (vii) the planning and development of a comprehensive safety program.

(c) With the consent of the Board, the District Manager may hire all other employees.

(d) any other authority or responsibility that that the Board should assign to the District Manager from time to time.

BC. ANNUAL BUDGET

1. Budget by Calendar Year: The Board shall operate based on an annual budget for each calendar year. The budget shall include all anticipated revenues, expenditures, and special funds.

2. Bonded Indebtedness, Charges and Fees: In carrying out and executing the powers conferred to the District, the District may borrow money and issue bonds or other evidences of indebtedness in the manner provided by applicable law. Bonded indebtedness and all charges, fees, and assessments shall be controlled by such rules and regulations, and by such resolutions, as are made by the Board from time to time.

~~2. Bonded Indebtedness, Charges and Fees: Bonded Indebtedness, Charges and Fees are controlled by Section D of the Rules and Regulations.~~

3. Budget Resolution: At the Annual Meeting, the Board shall pass a budget resolution which states: (1) the number of acres and fractions thereof with an irrigation water right which is to be billed; (2) the number of these acres and fractions thereof owned by each landowner; (3) the amount of money necessary for repair, cure, operation, maintenance and other anticipated expenses of the District for the calendar year; (4) the amount of money necessary for payments to become due to the United States during the calendar year; (5) the amount to be ~~charged~~assessed against each tract; (6) the dates when ~~the bills~~assessments are due and payable, and where; (7) the date after which ~~the bills~~assessments are delinquent.

4. Approval of Vouchers: All voucher checks must be approved by the Board prior to payment, except in exceptional cases.

5. Petty Cash: The Board shall set up a revolving cash fund ~~of \$300.00~~in an amount set by the Board from time to time to be known as the

Petty Cash Fund to be held in the District office. The District Manager is authorized to draw upon this fund as may be required to carry out District business, ~~de-positing~~depositing in the fund a receipt covering each withdrawal, and at the end of the month submitting an itemized expense account supported by vouchers where practicable, covering these withdrawals. Any unexpended withdrawals are to be returned to the fund before the end of

the month. Upon approval of the expense account by the Board, the latter will authorize the District Manager to replenish the account ~~with such sums as may be necessary to bring the total back to \$300.00.~~

CD. SPECIAL FUNDS

1. Long-Term Requirements Fund: The District shall maintain a Long-Term Requirements Fund. Such fund shall be maintained in investment or other asset accounts segregated from all other District funds and accounts and shall consist of such amounts as the Board in its discretion may designate. The purpose of the Fund is to provide for the long-term requirements of the District, including, but not limited to major repairs, improvement and replacement of system works, purchase and replacement of equipment, emergencies, other major expenditures, and other uses as determined by the Board. Expenditures or transfers from the fund shall be made only as directed by the Board. Transfers to, increases of, replenishment of, and sources of the fund are discretionary and as determined by the Board.

2. Other Restricted or Designated Funds: The Board may establish other restricted or designated funds for specific uses and shall also designate whether such funds shall be in segregated investment or asset accounts or may be pooled with other restricted or designated funds.

3. Management: Strict accounting shall be kept of the identity and amount of all revenue and expenditures with respect to each special fund. The signatures of at least two Directors or officers, who must be two separate individuals, is required for all checks or payment vouchers issued by District.

4. Interest: Interest earned on each special fund and on sales agreements related to the funds may be used as authorized by the Board.

DE. DISTRICT PROPERTY

1. Sell, Lease, Encumber: Subject to the Irrigation District Law, these Bylaws, and other applicable law, and subject to approval by the Board, District may sell, lease, encumber, or otherwise dispose of lands, property, or any part thereof, through either a private or public sale.

~~12.~~ Land Sales: District real property may be put up for sale upon majority vote of the Board at successive regular meetings.

3. Personal Property: Subject to the Irrigation District Law and other applicable law, the Board may dispose of any personal property of the District in any manner deemed appropriate by the Board.

24. Rental: District equipment may be rented to District water users under following conditions:

- a. Equipment is operated only by District employees.
- b. Equipment is used only for improvement of water distribution or drainage systems.
- c. Equipment is rented only at such times as the equipment and its operator cannot be advantageously used on District work.
- d. The charge to the water user must be not less than the actual cost to the District.

~~3. Sell, Lease, Encumber: No property, real or otherwise, belonging to the District may be disposed of, leased, or encumbered in any way without the approval of a majority of the Board. The District may sell, lease or dispose of lands, property, or any part thereof, either at private or public sale. Items valued over \$1,000 shall be advertised in the District office and in a local newspaper on two occasions at least 10 days prior to sale.~~

EF. AMENDMENT

These Bylaws may be amended only upon written motion of a Director. A majority of the Board must vote in favor of the written motion to amend at two successive regular meetings, whereupon the amendment becomes immediately effective.

G. MISCELLANEOUS.

1. In the event a court of competent jurisdiction determines that a provision of these Bylaws is invalid, void, or unlawful in any respect or circumstance, such determination will not affect the enforcement of these Bylaws in any other respect or circumstance nor affect the enforceability of the other provisions of these Bylaws.

2. Statutory references in these Bylaws include all amendments thereto and any renumbering thereof.

Summary report:	
Litera Compare for Word 11.8.0.56 Document comparison done on 3/6/2025 1:53:42 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: \\BLJ- Worldox\Worldox\wdocs\clntfls\2301183\026\~VER\1\01787679.DOCX	
Modified DMS: \\BLJ- Worldox\Worldox\wdocs\clntfls\2301183\026\01787679.DOCX	
Changes:	
<u>Add</u>	65
<u>Delete</u>	81
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	146

Crescent Lake Storage

	2021	2022	2023	2024	2025
January	22,986	8,422	7,899	12,613	16,293
February	23,509	7,558	7,822	12,992	17,878
March	22,721	7,055	8,297	13,887	
April	22,460	8,258	9,429	15,554	
May	24,480	13,153	15,631	19,008	
June	23,238	18,163	17,459	21,340	
July	16,882	14,843	12,613	15,669	
August	9,904	10,035	7,338	11,593	
September	4,515	6,986	6,302	9,552	
October	6,619	6,364	6,030	9,522	
November	7,448	6,210	5,912	11,478	
December	8,056	8,297	9,065	14,553	

CRE

<https://www.usbr.gov/pn/hydromet/arcread.html>



Oregon Government Ethics Commission

Executive Session

ORS 192.660(2) Provisions

Hiring/Employment

ORS 192.660(2)(a): to consider employment of public officer, employee, staff member, or individual agent

- must satisfy mandatory prerequisites in **ORS 192.660(7)**
- only hiring, no other action
- no discussion of compensation

Confidential Records/Litigation

ORS 192.660(2)(f): to consider information/records exempt by law

- see **ORS 192.345** and **192.355** for statutes on specific exemptions
- information/records **MUST** be exempt by law from public disclosure
- may include attorney-client privileged documents

ORS 192.660(2)(h): to consult with counsel on current or upcoming litigation

- attorney must be present in person or by phone/video (see **OAR 199-040-0050**)
- see **ORS 192.660(5)** if litigation involves news media

Negotiations

ORS 192.660(2)(d): to conduct deliberations on labor negotiations

- to deliberate with the body's labor negotiator, not just among governing body members
- negotiations must be conducted in open meetings unless negotiators on both sides request executive session – see **ORS 192.660(3)**

ORS 192.660(2)(e): to conduct deliberations with designee on real property transaction negotiations

- must be for deliberations with designee who is negotiating a real property transaction
- not to discuss space needs or general policies

ORS 192.660(2)(g): to consider preliminary negotiations on trade & commerce matters in competition with other states

- governing body holding executive session must be party to trade & commerce negotiations
- must be competing with governing bodies in other states or nations - **NOT** within OR

ORS 192.660(2)(i): to review & evaluate employment-related performance

- written notice must satisfy all the requirements in **OAR 199-040-0030**
- affected individual can elect to have an open hearing
- must provide written notice to affected individual 24 hours before executive session
- cannot discuss compensation

ORS 192.660(2)(b): to consider the dismissal or disciplining of, or hear complaints or charges

- written notice must satisfy all the requirements in **OAR 199-040-0030**
- affected individual can elect to have an open hearing
- must provide written notice to affected individual 24 hours before executive session

Security/Safety

ORS 192.660(2)(n): to discuss information about review or approval of programs relating to security of infrastructure

- permits discussion of security programs for specified infrastructure
- including: (A) A nuclear-powered thermal power plant or nuclear installation; (B) Transportation of radioactive material derived from or destined for a nuclear-fueled thermal power plant or nuclear installation; (C) Generation, storage or conveyance of: (i) electricity; (ii) gas in liquefied or gaseous form; (iii) hazardous substances; (iv) petroleum products; (v) sewage; or (vi) water; (D) Telecommunication systems, including cellular, wireless or radio systems; or (E) Data transmissions by whatever means provided.

ORS 192.660(2)(p): to consider matters relating to cyber security infrastructure and responses to cyber security threats

- limited to discussions of cyber security infrastructure and threats (see HB 2806 from 2023)

ORS 192.660(2)(k): to consider matters relating to school safety or a plan that responds to safety threats made toward a school

- limited to discussions of school safety and school safety plans

ORS 192.660(2)(o): to consider matters relating to the safety of the governing body and the security of public body facilities and meeting spaces

- limited to discussions of safety of governing body, its staff and volunteers, and the security of public body facilities and meeting spaces (see HB 2806 from 2023)

Less Frequently Used Provisions

ORS 192.660(2)(c): to consider matters pertaining to function of medical staff of a public hospital licensed pursuant to ORS 441.015 to 441.087

- limited to discussions concerning medical staff of public hospitals
- includes, but not limited to, all clinical committees, executive, credentials, utilization review, peer review committees and all other matters relating to medical competency in the hospital

ORS 192.660(2)(j): to carry on negotiations under ORS 293 regarding proposed acquisition, exchange, or liquidation of public investments

- limited to investment negotiations
- counterpart to exemption in **ORS 192.355(13)** for records of or submitted to State Treasurer, Oregon Investment Council, etc.

ORS 192.660(2)(l)&(m): to consider information obtained as part of an investigation of a licensee/registrant or applicant conduct, if:

- the governing body is a **health professional regulatory board (l)**, or is the **State Landscape Architect Board (m)**, or an advisory committee to that board
- discussions limited to the information obtained in investigations

***ORS 192.660 and this list of matters permitted for discussion in executive session are not exclusive. There may be other statutes authorizing a governing body to hold an executive session.**

Meetings Subject to Public Meetings Law

A meeting is “the convening of a governing body of a public body for which a quorum is required in order to make a decision or to deliberate toward a decision on any matter” [ORS 192.610(7)(a)].



CONVENING

When governing body members convene (in-person, virtually, or via other methods described in ORS 192.610(1)).



QUORUM

A quorum, or the minimum number of members needed to conduct business, is present.



DECISION / DELIBERATION

The group is talking about matters that could come before the governing body for deliberation or decision.



**A Meeting
(Public Meetings Law applies)**

There are a few communications where **Public Meetings Law does not apply**:

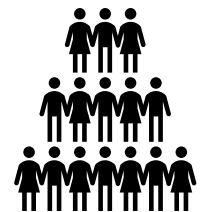
Purely informational & factual

Unrelated to governing body's deliberation or decisions

Non-substantive (scheduling, leave, etc.)



On-site inspections



Association gathering

Public Meetings Law does not apply so long as communications do not convey deliberations or decisions that might reasonably come before the governing body. See ORS 192.690(1)(m) and OAR 199-050-0015(3). Call OGEC at 503-378-5105 for more information.

Governing Bodies Subject to Public Meetings Law

What governing bodies are subject to Public Meetings Law?

A governing body, per ORS 192.610(5), is:



Two or more members of a public body



With authority to make decisions for or recommendations to a public body on policy or administration

The governing bodies subject to Public Meetings Law, per OAR 199-050-0010(1), are:



Decision-Making Bodies

- Make decisions on policy or administration
- Including exercising governmental power and acting on behalf of the public body



Advisory Bodies

- Formed by public body
- To make recommendations to public body on policy or administration

What bodies are NOT subject to Public Meetings Law?

The bodies NOT subject to Public Meetings Law, per OAR 199-050-0010(2), are:



Fact Gathering Bodies

- Purpose is to gather and provide factual information
- Cannot make decisions or recommendations



Bodies Advising Individual Public Officials

- Appointed by an individual public official
- Can only make recommendations to that public official



Certain Multi-Jurisdiction Bodies

- Multi-jurisdictional bodies
- Oregon members do not make up a majority of the governing body's voting members

AFTER RECORDING RETURN TO:

Tumalo Irrigation District
64697 Cook Ave.
Bend, OR 97703

EASEMENT ENCROACHMENT AGREEMENT

THIS EASEMENT ENCROACHMENT AGREEMENT (this "Agreement") is between Tumalo Irrigation District, an Oregon irrigation district, hereinafter referred to as ("TID"), whose address is 64697 Cook Ave. Bend, Oregon 97703, and Nicholas Roberts hereinafter referred to as ("Owner"), whose address is 63585 Johnson Rd, Bend OR 97703, effective as of this 11th day of March, 2025.

RECITALS

- A. Nicholas Roberts is the owner of real property located in Deschutes County, and legally described on the attached **Exhibit A** (the "Property");
- B. The Property is encumbered by an easement benefitting TID (the "Easement"), which is generally depicted on the attached **Exhibit B** (the "Easement Area"), and contains improvements comprising a portion of TID's water delivery system (the "Facilities");
- C. Owner desires to construct or install improvements within the Easement Area (collectively, the "Improvements") pursuant to the plans and specifications set forth on the attached **Exhibit C** (the "Plans"); and
- D. TID has agreed to allow Owner to construct or install the Improvements as set forth in the Plans, pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the covenants and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

1. **Grant of License.** TID hereby grants a revocable license for Owner to construct and install the Improvements within the Easement Area in accordance with the Plans (the "License"). The License shall be for the duration of the usable life of the Improvements. The Improvements shall not be reconstructed or replaced after their usable life without the written permission of TID, which may be withheld in its sole discretion.
2. **Easement Remains in Full Force and Effect.** The parties acknowledge and agree that, notwithstanding TID's grant of a license to Owner, the Easement remains in full force and effect and nothing herein shall be deemed a modification of the Easement.
3. **Notice of Construction; Inspection.** Owner shall notify TID no less than one week prior to the commencement of construction of the Improvements. Any deviation from the Plans must first be approved by TID's manager in writing. Notwithstanding anything herein the contrary, in no event

shall the Improvements be closer than fifteen feet from the disturbed edge of the Facilities (i.e. the top of the bank of a canal or ditch). When the work is ready for inspection (i.e. prior to any backfill or compaction), Owner shall contact TID to arrange a time for TID to conduct an inspection. TID reserves the right to require Owner, at any time, to make such changes as it deems necessary to ensure that the construction or installation has occurred in accordance with the Plans and to ensure that the construction or installation does not impair TID's use of the Facilities or remainder of the Easement Area.

4. **Owner Responsible for Improvements.** Owner agrees that all construction and maintenance of any Improvements or other work, facilities, or structures related to Owner or the Improvements contemplated by this Agreement shall be at the sole cost of Owner. Owner shall provide TID no less than one week's notice prior to engaging in any maintenance activities.
5. **Impediments Prohibited.** Other than as expressly provided for in this Agreement, Owner agrees not to install or build any structures or impediments within or over the Easement Area.
6. **TID Activity in Easement Area.** The parties agree that:
 - a. In the event that TID requires access to that portion of the Easement Area on which the Improvements encroach for any activity related to the lawful use of the Easement, TID may at Owner's sole expense, remove, alter or otherwise destroy any or all of the Improvements. If in TID's sole judgment, there is an alternate access location or alternate method available to TID to carry out TID's activity, Owner may elect to fully reimburse TID for the use of the alternative location or method in lieu of removing, altering, or destroying the encroaching Improvements.
 - b. TID agrees that it will attempt to cooperate with Owner to avoid or minimize impacts to the Improvements, but TID is not required to do so, if Owner requests an accommodation that would result in additional cost or operational disruption to TID.
 - c. TID further agrees that it will provide reasonable notice to Owner before undertaking any work that impacts the Improvements, but TID is not required to obtain Owner's permission before commencing any work.
 - d. Notice is not required in the event of an emergency (as determined by TID in its sole discretion).
7. **TID Access to Easement.** If Owner wishes to construct any fencing that would prevent TID from accessing the Easement Area from either direction, Owner may install gates acceptable to TID and provide TID with a key or entry code to any gates. Any such fencing within the Easement Area is an Improvement subject to the terms of this Agreement, including but not limited to the pre-approval requirements.

8. Waiver of Claims for Damage to Improvements. Owner agrees to waive any claims against TID, its officers, directors, employees, representatives, agents, successors and assigns ("TID Parties"), and hold the TID Parties harmless in perpetuity for any and all claims or damages arising out of damage to the Improvements as a result of TID's use of the Easement Area.
9. Indemnity. Owner agrees to defend, indemnify and hold harmless TID and the TID Parties from and against all claims, demands, causes of actions and suits of any kind or nature, liabilities, damages, losses, costs or expenses (including, without limitation, attorney fees and costs incurred in defending the same) for personal injury, death or damage to property related to (a) the presence of the Improvements, (b) use of the Easement Area by Owner and Owner's invitees, employees, contractors, officers, directors, representatives, and agents ("Owner Parties"), and any (c) breach of this Agreement by Owner or an Owner Party, except to the extent that such is caused by the negligence of wrongful acts of TID or the TID Parties.
10. No Interference with TID Operations.
 - a. Owner agrees not to interfere with TID's Facilities or use of the remainder of the Easement Area including, without limitation, TID's ability to deliver water through the Facilities.
 - b. Owner acknowledges that TID's normal irrigation season is from April 1st to and through October 31st. Further, that TID makes short winter deliveries during other times of the year. It is the Owner's responsibility to obtain winter delivery schedules and understand that these dates may change unexpectedly.
 - c. In the event Owner interferes with TID's Operations, Owner agrees to compensate TID for all direct and indirect costs resulting from that interference. Without limiting the foregoing, the parties agree that any interference that prevents TID from delivering water through the Facilities to downstream users results in damages to TID of \$5,000 per day in 2018 dollars and that TID, at its election, may claim such amount as liquidated damages in lieu of accounting for all direct and indirect costs resulting from the interference. The parties agree this is a reasonable estimation of damages and not a penalty.
 - d. At TID's election, and without limiting TID's right to pursue any other remedy, TID may elect to revoke the License upon Owner interference or any other material breach of this Agreement.
11. TID Policies. Owner acknowledges and agrees to abide by all TID policies, rules and regulations now in effect and as may be amended or added in the future. In the event the Improvements involve a utility crossing under a canal, Owner agrees to comply with TID's "Underground Utility Canal Crossing" policy. If the Improvements include a bridge or culvert, Owner agrees to comply with TID's Bridge or Culvert Installation" policy.
12. Attorney's Fees. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the

claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

13. Agreement Runs with the Land; Successors and Assigns. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective executors, administrators, heirs, successors-in-interest and assigns. As used in this Section, "successors-in-interest" shall include, without limitation, successors to all or substantially all of a party's assets and to their successors by merger or consolidation.
14. Joint and Several Liability. It is understood that either party hereto may be more than one individual or a corporation; therefore, the parties hereto agree that if the context and the circumstances so require, the singular as used herein shall mean and include the plural, the masculine pronoun shall mean and include the feminine and the neuter and that generally all grammatical changes shall be assumed, made or implied so that the provisions of this Agreement shall apply equally to individuals and to corporations. If any party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.
15. Removal of Improvements. Upon termination, expiration, or revocation of the License, Owner must, at Owner's sole expense, promptly remove the Improvements and restore the Easement Area to its prior condition. Owner shall be liable for any damages resulting from its obligations under this section.
16. Amendment. The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto, as evidenced by execution of a written recorded instrument.
17. Equitable Remedies. Without limiting any other remedies available to TID, the parties agree that TID may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained and without posting a bond or other surety.
18. Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. The exclusive venue for any litigation arising under this Agreement shall be in the Circuit Court for Deschutes County, Oregon unless the parties agree otherwise. However, the parties may attempt to resolve any dispute arising under this Agreement by any mutually agreeable means of dispute resolution.
19. Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals.

20. Notice. All notices or other communications required or permitted by this Agreement, shall be in writing and shall be deemed given when personally delivered, or in lieu of personal service, three (3) days after deposit in the United States mail, first class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

TID:

Tumalo Irrigation District
64697 Cook Ave
Bend, OR 97703

OWNER:

Nicholas Roberts
63585 Johnson Rd
Bend, OR 97703

These addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

21. Recording. This Agreement shall be recorded in the real property records of Deschutes County. Owner shall be responsible for all recording costs.
22. Construction. The terms of this Agreement shall not be construed in favor of or against either party based on authorship, but shall be construed as if both parties prepared this Agreement.
23. Captions; Headings. Section headings are for ease of reference only and should not be used in constructing or interpreting this Agreement.
24. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.
25. Legal Counsel. Owner acknowledges that this is a legal document and that Owner has been advised and had a fair opportunity to obtain the advice of independent legal counsel in connection with its review and execution of this Agreement. Owner covenants that it will not deny the enforceability of this Agreement on the basis that Owner elects not to obtain legal counsel to review and approve this Agreement.
26. Waiver. No waiver by either party of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.
27. Recitals and Exhibits. The recitals and exhibits are incorporated herein as shall constitute part of the Agreement.
28. Authority. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this

Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

TID

OWNER

Chris Schull, District Manager

Nicholas Roberts

State of Oregon, County of Deschutes) ss.

The foregoing instrument was acknowledged before me on this ___ day of _____, 2025 by Chris Schull who stated that he is the District Manager for Tumalo Irrigation District, an Oregon Irrigation district, and that he is authorized to execute the foregoing instrument on behalf of Tumalo Irrigation District.

Notary Public for Oregon

State of Oregon, County of Deschutes) ss.

The foregoing instrument was acknowledged before me on this ___ day of _____, 2025 by Nicholas Roberts.

Notary Public for Oregon

EXHIBIT A

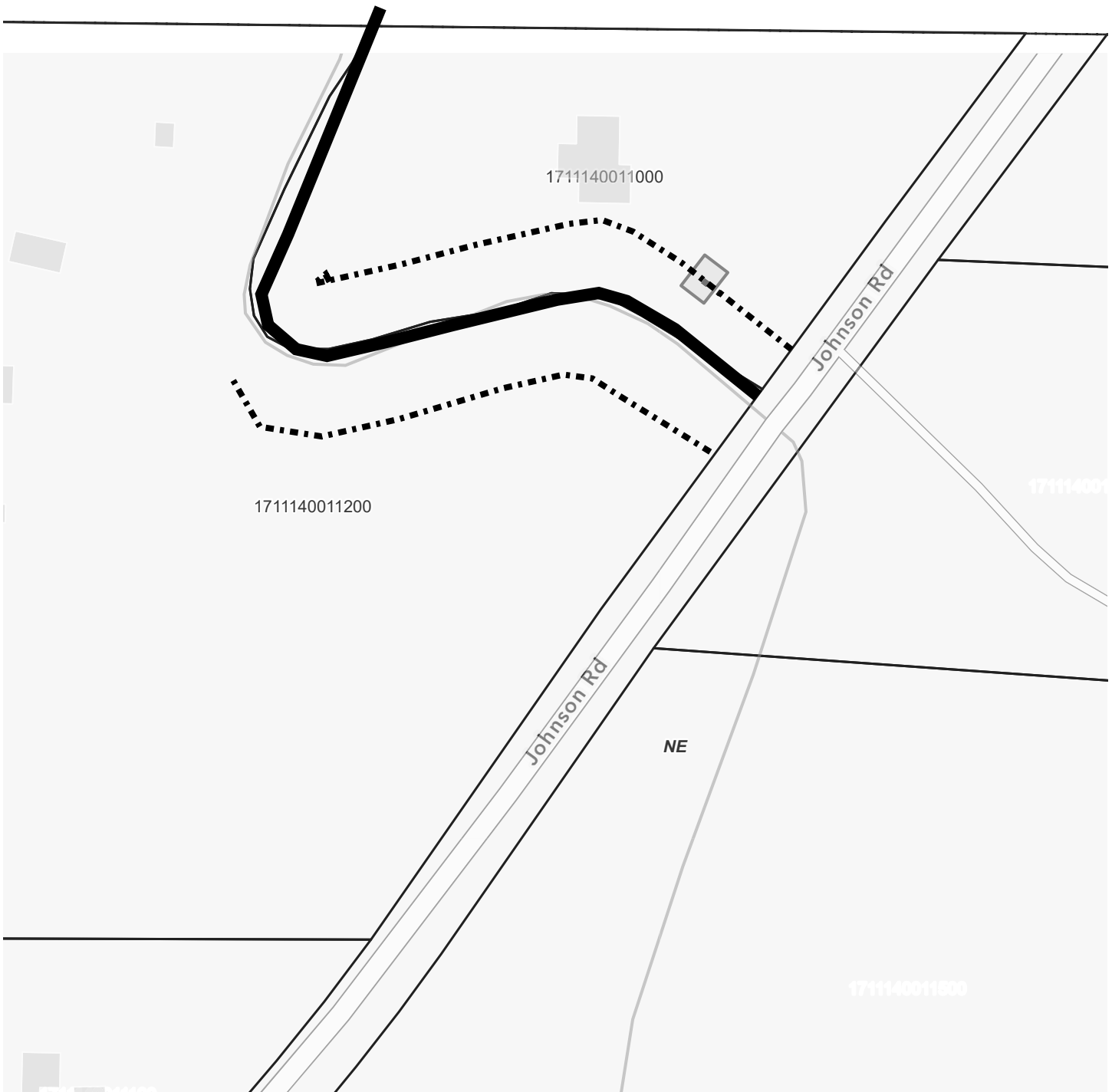
Legal Description of the Property

Real property in the County of Deschutes, State of Oregon, described as follows:

THE PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION 14 TOWNSHIP 17 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, LYING NORTH AND WEST OF THE EXISTING ROAD AND EASTERLY OF THE DITCH, DESCHUTES COUNTY, OREGON.

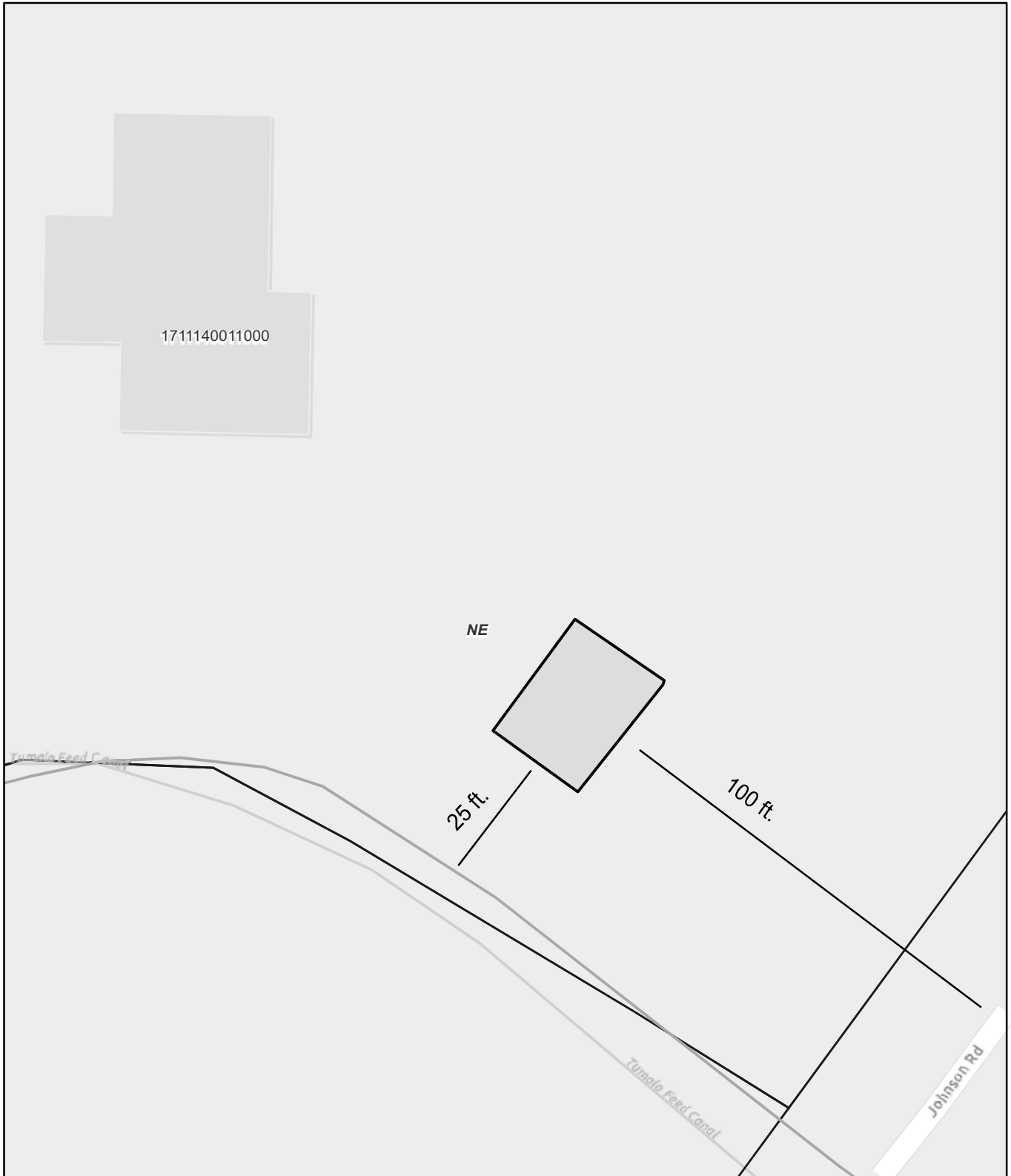
DRAFT



EXHIBIT B
Depiction of Easement Area



- Tumalo Feed Canal
- - - - -** Easement Area: Fifty-foot easement on both sides of all canals and laterals (measured from the marginal edge) for both open canals and buried pipelines.

EXHIBIT C - PLANS



-  Planned ADU (25 ft from Piped Canal, 100 ft from road)
-  Tumalo Feed Canal Pipeline

Summary of outstanding assessment charges:

2/28/2025	2025	2024	(+/-)
Open Items	929,484	851,145	78,340
Delinquent	10,332	12,186	(1,853)
Interest	140	156	(16)

2023-24 Past Due	Total Due Now		Acres	
Berg, Michael	2,266.22		5	lien filed
Matheny, Michael	3,389.26		4	lien filed
Rauch, Bradly	3,167.18	Inherited from Bucari/Bugas Trust	0.63	lien filed
	8,822.66			(3)

2024 Past Due	Total Due Now		Acres	
Milum, James	1,459.70	2nd only	20	1,459.70 (1)
	1,459.70			

Tumalo Irrigation District

Balance Sheet

January 2025

ASSETS

Current Assets

Cash

Cash - Checking Account	180,877.47
Cash - Long-Term Req. Fund	2,195,379.06
Petty Cash	300.00
Cash - Point & Pay Account	100.00

TOTAL Cash	2,376,656.53	
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Water Chgs & Accts Receivable

Accounts Receivable - BW	774.16
Water User Charges Rec. - Current	1,312,272.04
Grant Receivable	200,000.00

TOTAL Water Chgs & Accts Receivable	1,513,046.20	
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Other Receivables

Prepaid Insurance	33,862.58
Prepaid Office Equip./Software Svcs.	3,235.82
Prepaid Dues/Subscript/Fees	6,767.63
Prepaid Fire Protection	575.89
Prepaid Workers' Comp	3,652.65

TOTAL Other Receivables	48,094.57	
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TOTAL Current Assets

3,937,797.30

Fixed Assets

Buildings	122,553.40
Crescent Lake Dam	392,251.62
Fish Ladders and Gauges	696,866.10
Tumalo Creek Stream Gauge	151,627.64
System Improvement Plan	58,303.42
Lands	48,568.00
Equipment	1,010,933.83
Irrigation Systems	3,480,142.27
Tumalo Feed Canal - Phase 1	2,838,965.00
Tumalo Feed Canal Phase 2	2,214,076.73
Tumalo Feed Canal-Phase 3	1,756,168.58
Tumalo Feed Canal Phase 4	2,123,421.31
Tumalo Feed Canal Phase 5A	1,944,140.71
Tumalo Feed Canal Phase 5B	1,140,039.44
Tumalo Feed Canal Phase 5B.2	4,764,829.26
Tumalo Feed Canal Phase VI - WSP Group 2	6,679,364.46
WSP-Group 3	4,401,504.38
WSP-Group 4	8,801,643.55
WSP-Group 5	689.50
WSP-Group 6A	6,295,630.97
WSP-Group 6B	62,055.00
WSP-Group 6C	360.00
Property, Plant & Equipment	8,335,290.04
Real Estate Improvements	13,116.00

Water Rights Purchases	671.94	
Accumulated Depreciation	(11,242,476.49)	
TOTAL Fixed Assets		<u>46,090,736.66</u>
TOTAL ASSETS		<u>50,028,533.96</u>
LIABILITIES		
Current Liabilities		
Accounts Payable Balance	49,934.21	
Payroll Tax Payable		
Accrued Payroll	19,700.87	
State Unemployment Payable	67.52	
Oregon Transit Tax Payable	62.78	
Paid Leave Oregon Payable	407.38	
Accrued Comp/Absences	22,115.72	
TOTAL Payroll Tax Payable	<u>42,354.27</u>	
Accrued Interest Payable - Loan R92580	1,608.40	
Accrued DEQ Loan Fees - Loan R92580	614.24	
TOTAL Current Liabilities		<u>94,511.12</u>
Long-Term Liabilities		
DEQ SRF Loan #R92580	134,043.00	
DEQ SRF Loan #R92581	139,085.00	
Lease Payable - Kubota Skid Steer	66,473.30	
TOTAL Long-Term Liabilities		<u>339,601.30</u>
TOTAL LIABILITIES		<u>434,112.42</u>
RETAINED EARNINGS		
Contributed Capital	4,241,321.27	
Retained Earnings	44,091,244.83	
Year-to-Date Earnings	1,261,855.44	
TOTAL RETAINED EARNINGS		<u>49,594,421.54</u>
TOTAL LIABILITIES & RETAINED EARNINGS		<u>50,028,533.96</u>

Tumalo Irrigation District

Income Statement

Month- and Year-to-Date, January 2025 - 1 month back

	<i>1 Month Ended January 31, 2025</i>		<i>1 Months Ended January 31, 2025</i>	
Operating Revenue				
Water Charges - Current	1,333,369.63	99.2 %	1,333,369.63	99.2 %
Other Income				
Contracted Work For Others	10,826.00	0.8 %	10,826.00	0.8 %
Property Transfer Fees	180.00	0.0 %	180.00	0.0 %
Water Verification Fee	160.00	0.0 %	160.00	0.0 %
Interest on Water Charges	139.97	0.0 %	139.97	0.0 %
TOTAL Other Income	11,305.97	0.8 %	11,305.97	0.8 %
TOTAL Operating Revenue	1,344,675.60	100.0 %	1,344,675.60	100.0 %
NET INCOME	1,344,675.60	100.0 %	1,344,675.60	100.0 %
GROSS PROFIT	1,344,675.60	100.0 %	1,344,675.60	100.0 %
Operating Expenditures				
System Maintenance				
System Electricity	215.58	0.0 %	215.58	0.0 %
Small Tools & Equipment Purchases	354.39	0.0 %	354.39	0.0 %
System Supplies	2,100.88	0.2 %	2,100.88	0.2 %
DBBC-Habitat Conservation Plan	16,265.10	1.2 %	16,265.10	1.2 %
System Maintenance	(185.97)	0.0 %	(185.97)	0.0 %
Easement Maintenance	3,900.00	0.3 %	3,900.00	0.3 %
Contracted Work For Others Expense	111.35	0.0 %	111.35	0.0 %
TOTAL System Maintenance	22,761.33	1.7 %	22,761.33	1.7 %
Equipment Maintenance				
Backhoe Repairs/Parts	115.22	0.0 %	115.22	0.0 %
Excavator Repairs/Parts	43.59	0.0 %	43.59	0.0 %
Truck Maintenance & Repairs	1,468.34	0.1 %	1,468.34	0.1 %
Oil & Fuel Purchases	1,230.78	0.1 %	1,230.78	0.1 %
Tires	58.97	0.0 %	58.97	0.0 %
Small Equipment Maintenance	213.35	0.0 %	213.35	0.0 %
TOTAL Equipment Maintenance	3,130.25	0.2 %	3,130.25	0.2 %
Shop Expenses				
Shop Water	61.00	0.0 %	61.00	0.0 %
Shop Electricity	243.16	0.0 %	243.16	0.0 %
TOTAL Shop Expenses	304.16	0.0 %	304.16	0.0 %
Real Estate Maintenance				

	<i>1 Month Ended</i> <i>January 31, 2025</i>		<i>1 Months Ended</i> <i>January 31, 2025</i>	
Land Development Expense	1,267.50	0.1 %	1,267.50	0.1 %
Easement Verifications	600.00	0.0 %	600.00	0.0 %
Office Building Maintenance	221.39	0.0 %	221.39	0.0 %
Shop Building Maintenance	42.64	0.0 %	42.64	0.0 %
Water Rights Exchange	3,319.57	0.2 %	3,319.57	0.2 %
Fire Protection	115.20	0.0 %	115.20	0.0 %
TOTAL Real Estate Maintenance	5,566.30	0.4 %	5,566.30	0.4 %
Salary Expenses				
Board Members	150.00	0.0 %	150.00	0.0 %
District Manager	25,836.54	1.9 %	25,836.54	1.9 %
Field Supervisor	8,833.60	0.7 %	8,833.60	0.7 %
Field Staff	14,611.20	1.1 %	14,611.20	1.1 %
Office Manager	11,289.60	0.8 %	11,289.60	0.8 %
Office Assistant	7,328.00	0.5 %	7,328.00	0.5 %
Other Wages	310.00	0.0 %	310.00	0.0 %
TOTAL Salary Expenses	68,358.94	5.1 %	68,358.94	5.1 %
Other Payroll Expenses				
Health/Life/Dental Insurance	13,840.00	1.0 %	13,840.00	1.0 %
Payroll Tax (FICA, FUTA, SUI)	5,233.19	0.4 %	5,233.19	0.4 %
Personal Use of Auto	(310.00)	0.0 %	(310.00)	0.0 %
Worker's Compensation	730.55	0.1 %	730.55	0.1 %
Employer Pension Contribution	2,015.38	0.1 %	2,015.38	0.1 %
TOTAL Other Payroll Expenses	21,509.12	1.6 %	21,509.12	1.6 %
Administrative Expenditures				
Office Water	91.00	0.0 %	91.00	0.0 %
Office Electricity	203.46	0.0 %	203.46	0.0 %
DEQ Loan R92580 Fees	55.84	0.0 %	55.84	0.0 %
DEQ Loan R92581 Fees	59.51	0.0 %	59.51	0.0 %
Bank Charges	112.61	0.0 %	112.61	0.0 %
Legal - General	3,665.00	0.3 %	3,665.00	0.3 %
Legal - Reimbursed	1,666.19	0.1 %	1,666.19	0.1 %
Telephone/Communications	684.70	0.1 %	684.70	0.1 %
Postage	219.99	0.0 %	219.99	0.0 %
Office Supplies	75.43	0.0 %	75.43	0.0 %
Office Equipment Purchases	88.97	0.0 %	88.97	0.0 %
Office Equip/Software Services	5,050.93	0.4 %	5,050.93	0.4 %
Community Outreach	5,572.50	0.4 %	5,572.50	0.4 %
Staff/Board - Travel/Meals	2,372.86	0.2 %	2,372.86	0.2 %
Training/Workshops	400.00	0.0 %	400.00	0.0 %
Propane	418.00	0.0 %	418.00	0.0 %
Liability Insurance	3,078.42	0.2 %	3,078.42	0.2 %
Dues/Subscriptions/Fees	1,928.78	0.1 %	1,928.78	0.1 %
TOTAL Administrative Expenditures	25,744.19	1.9 %	25,744.19	1.9 %
TOTAL Operating Expenditures	147,374.29	11.0 %	147,374.29	11.0 %

	<i>1 Month Ended</i> <i>January 31, 2025</i>		<i>1 Months Ended</i> <i>January 31, 2025</i>	
OPERATING PROFIT	1,197,301.31	89.0 %	1,197,301.31	89.0 %
Other Income & Expenses				
Interest On Cash & Invest.	473.24	0.0 %	473.24	0.0 %
Fin. Chgs. on Contracted Work	2.74	0.0 %	2.74	0.0 %
Lease Income/Cell Towers, etc.	5,022.96	0.4 %	5,022.96	0.4 %
Other Expenses				
Capital Improvement Fund	48,564.67	3.6 %	48,564.67	3.6 %
Little Deschutes Loss Study Fund	11,072.00	0.8 %	11,072.00	0.8 %
Interest Expense/DEQ Loan #R92580	(321.68)	0.0 %	(321.68)	0.0 %
Interest Expense/DEQ Loan #R92581	(259.80)	0.0 %	(259.80)	0.0 %
TOTAL Other Expenses	59,055.19	4.4 %	59,055.19	4.4 %
TOTAL Other Income & Expenses	64,554.13	4.8 %	64,554.13	4.8 %
INCOME BEFORE EXTRAORDINARY ITEM	1,261,855.44	93.8 %	1,261,855.44	93.8 %
NET INCOME	1,261,855.44	93.8 %	1,261,855.44	93.8 %

Tumalo Irrigation District

Purchases Journal

January 2025 Invoices

Date	Invoice No.	Vendor	Name	Reference	Original Inv Amount
01/01/25	2002751634	SAGE SOFTWA	Sage Software, Inc.	2025 Annual Support	1365.00
01/01/25	2002751591	SAGE SOFTWA	Sage Software, Inc.	2025 Payroll Support	415.00
01/01/25	5987	OWRC	Oregon Water Res. Cong.	2025 Membership Dues	7382.87
01/01/25	2025 MEMBER D	SDAO	Special Districts Association of	2025 Membership Dues	1048.00
01/01/25	03-0056380 JAN 2	SDIS	Special Districts Insurance Ser	JAN Premium	14524.00
01/01/25	2025 DC TRIP	SCHULL	Chris Schull	Plane Ticket	1290.94
01/01/25	2025	FAMILY FARM	Family Farm Alliance	Annual Contribution	446.00
01/01/25	728271	YELLOWKNIFE	Yellowknife Wireless	Shop Internet	59.95
01/01/25	1AB91F15-0036	STREAM	Streamline	Annual Billing	3888.00
01/01/25	862	DBBC	Desc Basin Bd of Control	2025 Annual Dues	1500.00
01/01/25	737	WENGER	James K. Wenger	Annual Storm Support	1750.00
01/01/25	6102477913	VERIZON	Verizon Wireless	Telemetry	40.88
01/01/25	0027925 JAN 25	BE BROADBAN	TDS	Office Communication	147.50
01/01/25	40P56380-1044 JA	SDIS	Special Districts Insurance Ser	2025 Liability Insur	36941.00
01/01/25	885411	HIGH DESERT	High Desert Automotive	Unit #31 Credit	-52.60
01/01/25	2025 DUES	COHGA	COHGA	2025 Annual Dues	100.00
01/01/25	118	OWRF	Oregon Water Resources Foun	Scholarship Donation	5000.00
01/02/25	26400977895	LES SCHWAB	Les Schwab Tire Co.	Unit #43	58.97
01/02/25	122061765 2025	KUBOTA	Midstate Power Products	Payment No. 1	33236.65
01/02/25	9622273	HOME DEPOT	Home Depot Credit Services	Snow shovel Crescent	24.97
01/03/25	6022677671	STAPLES BUS	Staples Business Credit	Coffee	208.02
01/06/25	5521924	HOME DEPOT	Home Depot Credit Services	Snow shovel Crescent	22.97
01/07/25	4522188	HOME DEPOT	Home Depot Credit Services	Tools for Unit #41	44.93
01/08/25	224840/48	COASTAL	Coastal - Redmond	Weed burner tool	74.99
01/08/25	559096/48	COASTAL	Coastal - Redmond	System supplies	91.44
01/08/25	224836/48	COASTAL	Coastal - Redmond	System supplies	11.45
01/10/25	60599	CASCADE PUM	Cascade Pump & Irrigat.	Sexton	19.70
01/12/25	69	MENJIVAR	Mercedes Maria Menjivar	12/25/24 & 1/11/25	200.00
01/14/25	JAN 14, 2025	WARBINGTON	Martin Warbington	Board Meeting	50.00
01/14/25	JAN 14, 2025	SHULL	Carol L. Shull	Board Meeting	50.00
01/14/25	JAN 14, 2025	GALAZZO	Edward R. Galazzo, Jr.	Board Meeting	50.00
01/15/25	UNIT 49	LITHIA	Lithia	2024 Dodge Ram Pur	29729.50
01/15/25	870	DBBC	Desc Basin Bd of Control	Conservation Fund 25	12157.00
01/16/25	60608	CASCADE PUM	Cascade Pump & Irrigat.	Sexton	91.65
01/16/25	11919378	ED STAUB	Ed Staub & Sons Petroleum In	Unit #47 Propane	38.38
01/16/25	334162-01	WINSUPPLY	Bend Winsupply Co.	Sexton Delivery	87.68
01/16/25	334162 01	WINSUPPLY	Bend Winsupply Co.	Sexton	87.68
01/16/25	30259	FLOYD	Steven Floyd Consulting Inc.	12/16/24-1/15/25	240.00
01/17/25	60611	CASCADE PUM	Cascade Pump & Irrigat.	System Maint	86.35
01/17/25	4015037	HOME DEPOT	Home Depot Credit Services	Shop supplies	59.58
01/18/25	6103872551	VERIZON	Verizon Wireless	Telemetry	106.01
01/18/25	6103872550	VERIZON	Verizon Wireless	Cell Phones	280.36
01/21/25	253535	AMERITITLE	AmeriTitle	Snow Creek Title Rep	300.00
01/21/25	612563	OPAL	H2O/Opal Springs	Office Water	36.00
01/21/25	30409	FLOYD	Steven Floyd Consulting Inc.	Yearly remote fees	187.50
01/21/25	612564	OPAL	H2O/Opal Springs	Shop Water	10.00
01/22/25	253541	AMERITITLE	AmeriTitle	Gould Title Report	300.00
01/22/25	1230	RICH BROWN	Grizzly Mountain Timber Falli	Hazard Trees	3900.00

Tumalo Irrigation District

Purchases Journal

January 2025 Invoices

Date	Invoice No.	Vendor	Name	Reference	Original Inv Amount
01/23/25	102374729	SHELL	WEX BANK	Fuel	1230.78
01/24/25	1711638	CITY OF BEND	City of Bend Utilities	Stormwater Quarterly	23.15
01/24/25	349542	IAE	Industrial Applied Electric	Unit #47 Welder	213.35
01/24/25	903636	HIGH DESERT	High Desert Automotive	Unit #47	286.27
01/25/25	LATE FEE	HOME DEPOT	Home Depot Credit Services	Account late fee	29.00
01/27/25	135881	COID	Central Oregon Irrigation Distr	2025 Assessment	2256.32
01/27/25	388849	HIGH DESERT	High Desert Automotive	Unit #47 Setup	153.06
01/27/25	4051427	HOME DEPOT	Home Depot Credit Services	Unit #47 Setup	330.94
01/28/25	389004	HIGH DESERT	High Desert Automotive	Unit #41	75.55
01/28/25	6419	SWALLEY	Swalley Irrigation District	2025 Assessment	1063.25
01/28/25	3051453	HOME DEPOT	Home Depot Credit Services	Shop supplies	125.40
01/28/25	9367905	MFCP	Motion & Flow Control Produc	Unit #40	43.59
01/29/25	PC550181639	PETERSON	Peterson	Unit #40	115.22
01/29/25	2521141	HOME DEPOT	Home Depot Credit Services	Unit #47 Setup	106.79
01/30/25	1077327	SWIFT STEEL	Swift Steel	Unit #47	9.73
01/30/25	109546	ED STAUB	Ed Staub & Sons Petroleum In	Propane	418.00
01/30/25	541611-1	NEWHOUSE	Newhouse Manufacturing	Unit #47 Setup	74.26
01/30/25	188571660	ULINE	ULINE	First Aid Kits/Safet	1537.68
01/31/25	R92581 JAN 25 FE	OREGON DEQ	Oregon DEQ	Loan Fee	715.00
01/31/25	R92581 JAN 2025	OREGON DEQ	Oregon DEQ	Loan Payment	5461.00
01/31/25	602367 JAN 25	ASCENSUS	Ascensus Trust	Jan Contributions	6746.49
01/31/25	JAN 2025	SCHULL	Chris Schull	Phone Reimbursement	50.00
01/31/25	INV2951026	COPIERS NW	Copiers Northwest	1/28 - 2/27/2025	20.50
01/31/25	254 JAN 25	LIDLAW	Laidlaw Water District	Shop Water	51.00
01/31/25	20 JAN 25	LIDLAW	Laidlaw Water District	Office Water	55.00
01/31/25	8301919601 JAN 2	CEC	Central Electric Cooperative, I	19310 Tumalo Res Rd	69.93
01/31/25	0675-003224395	REPUBLIC	Republic Services	JAN Services	42.64
01/31/25	0675-003224976	REPUBLIC	Republic Services	JAN Services	21.39
01/31/25	TID2501	BLACK ROCK	Kevin L. Crew	Group 5	689.50
01/31/25	20704	BRYANT	Bryant, Lovlien & Jarvis	Mod Project Lawsuit	400.00
01/31/25	20705	BRYANT	Bryant, Lovlien & Jarvis	InterDistrict Transf	552.50
01/31/25	20706	BRYANT	Bryant, Lovlien & Jarvis	2023 Lien: Berg	382.11
01/31/25	20707	BRYANT	Bryant, Lovlien & Jarvis	2023 Lien: Matheny	317.11
01/31/25	20708	BRYANT	Bryant, Lovlien & Jarvis	2023 Lien: Rauch	284.61
01/31/25	20709	BRYANT	Bryant, Lovlien & Jarvis	Susie Hart	390.00
01/31/25	20711	BRYANT	Bryant, Lovlien & Jarvis	2024 Lien: Briles	309.86
01/31/25	20712	BRYANT	Bryant, Lovlien & Jarvis	2024 Lien: Milum	372.50
01/31/25	20790	BRYANT	Bryant, Lovlien & Jarvis	Midstate Power Lease	1040.00
01/31/25	20713	BRYANT	Bryant, Lovlien & Jarvis	2025 Miscellaneous	1282.50
01/31/25	20791	BRYANT	Bryant, Lovlien & Jarvis	Tum Reservoir Maint	1267.50
01/31/25	STAMPS 1.25	FIB MC	Mastercard	Postage	219.99
01/31/25	FUEL 1.25	FIB MC	Mastercard	Travel	102.67
01/31/25	MEETINGS 1.25	FIB MC	Mastercard	Meals	185.00
01/31/25	RACKSPACE 1.25	FIB MC	Mastercard	Email	147.89
01/31/25	MAILCHIMP 1.25	FIB MC	Mastercard	Email Credits	26.50
01/31/25	ODOT DMV 1.25	FIB MC	Mastercard	#49 Registration	132.00
01/31/25	GRAND HOTEL 1	FIB MC	Mastercard	OWRC Meeting	494.52
01/31/25	AATRIX 1.25	FIB MC	Mastercard	W2 Filings	61.59

Tumalo Irrigation District

Purchases Journal

January 2025 Invoices

Date	Invoice No.	Vendor	Name	Reference	Original Inv Amount
01/31/25	RIMROCK GLASSFIB MC		Mastercard	Unit #41	270.00
01/31/25	CLEARINGHOUS FIB MC		Mastercard	Driver Queries	25.00
01/31/25	CRAIGSLIST 1.25 FIB MC		Mastercard	Job Posting	25.00
01/31/25	CITY OF BEND 1. FIB MC		Mastercard	Burn Permit	21.95
01/31/25	AMAZON 1.25 FIB MC		Mastercard	Office Equipment	74.98
01/31/25	SDAO 1.25 FIB MC		Mastercard	Annual Conference	400.00
01/31/25	HARBOR FREIGHFIB MC		Mastercard	Unit #47 Setup	558.79
01/31/25	22267631-0030 JA PPL		Pacific Power	JAN Services	243.16
01/31/25	879	DBBC	Desc Basin Bd of Control	HCP/NEPA	2608.10
01/31/25	610810 JAN 25	MIDSTATE	Midstate Electric	Crescent Lake	48.02
01/31/25	22267631-0014 JA PPL		Pacific Power	JAN Services	74.48
01/31/25	DEC 24-FEB 25	CASH	Petty Cash	Replenishment	231.16
01/31/25	22267631-0022 JA PPL		Pacific Power	JAN Services	203.46
01/31/25	64522	PARAMETRIX	Parametrix, Inc.	GIS Support	272.86
			Report Total		192728.92

Tumalo Irrigation District

Check Register (Checks and EFTs of All Types)

Sorted by Check Number
February 2025 Checks/EFTs

Check Number	Date	EFT #/ Vendor	Name	Discounts	Net Amount
			Cash Account #3 [Checking]		
EFT	02/14/25	517643625490 OR CHILD	Oregon Division of Child Support	0.00	187.61
EFT	02/28/25	517643867329 OR CHILD	Oregon Division of Child Support	0.00	187.61
EFT	02/28/25	63280459 ASCENSUS	Ascensus Trust	0.00	3429.92
21878	02/11/25	AMERITITLE	AmeriTitle	0.00	600.00
21879	02/11/25	BEND EXPRESS	Bend Express Lube	0.00	46.34
21880	02/11/25	BLACK ROCK	Kevin L. Crew	0.00	689.50
21881	02/11/25	BRYANT	*		Voiced: Continued Stub
21882	02/11/25	BRYANT	Bryant, Lovlien & Jarvis	0.00	6598.69
21883	02/11/25	CASCADE PUM	Cascade Pump & Irrigat.	0.00	178.00
21884	02/11/25	CASH	Petty Cash	0.00	231.16
21885	02/11/25	CEC	Central Electric Cooperative, Inc.	0.00	69.93
21886	02/11/25	COASTAL	Coastal - Redmond	0.00	19.98
21887	02/11/25	COHGA	COHGA	0.00	100.00
21888	02/11/25	COID	Central Oregon Irrigation District	0.00	2256.32
21889	02/11/25	COPIERS NW	Copiers Northwest	0.00	20.50
21890	02/11/25	DBBC	Desc Basin Bd of Control	0.00	2608.10
21891	02/11/25	ED STAUB	Ed Staub & Sons Petroleum Inc	0.00	418.00
21892	02/11/25	FIB MC	*		Voiced: Continued Stub
21893	02/11/25	FIB MC	Mastercard	0.00	2745.88
21894	02/11/25	FLOYD	Steven Floyd Consulting Inc.	0.00	427.50
21895	02/11/25	GALAZZO	Edward R. Galazzo, Jr.	0.00	50.00
21896	02/11/25	HIGH DESERT	High Desert Automotive	0.00	656.98
21897	02/11/25	HOME DEPOT	Home Depot Credit Services	0.00	744.58
21898	02/11/25	IAE	Industrial Applied Electric	0.00	705.34
21899	02/11/25	LAIDLAW	Laidlaw Water District	0.00	106.00
21900	02/11/25	MENJIVAR	Mercedes Maria Menjivar	0.00	200.00
21901	02/11/25	MIDSTATE	Midstate Electric	0.00	48.02
21902	02/11/25	NEWHOUSE	Newhouse Manufacturing	0.00	74.26
21903	02/11/25	OPAL	H2O/Opal Springs	0.00	10.00
21904	02/11/25	OWRD	Oregon Water Resources	0.00	910.00
21905	02/11/25	PETERSON	Peterson	0.00	115.22
21906	02/11/25	PPL	Pacific Power	0.00	317.64
21907	02/11/25	REPUBLIC	Republic Services	0.00	64.03
21908	02/11/25	RICH BROWN	Grizzly Mountain Timber Falling	0.00	1600.00
21909	02/11/25	SCHULL	Chris Schull	0.00	50.00
21910	02/11/25	SDIS	Special Districts Insurance Services	0.00	51465.00
21911	02/11/25	SHULL	Carol L. Shull	0.00	50.00
21912	02/11/25	SWALLEY	Swalley Irrigation District	0.00	1063.25
21913	02/11/25	SWIFT STEEL	Swift Steel	0.00	9.73
21914	02/11/25	VERIZON	Verizon Wireless	0.00	40.88
21915	02/11/25	WARBINGTON	Martin Warbington	0.00	50.00
21916	02/11/25	WINSUPPLY	Bend Winsupply Co.		Voiced

Tumalo Irrigation District

Check Register (Checks and EFTs of All Types)

Sorted by Check Number
February 2025 Checks/EFTs

Check Number	Date	EFT #/ Vendor	Name	Discounts	Net Amount
21917	02/11/25	YELLOWKNIFE	Yellowknife Wireless	0.00	59.95
21918	02/12/25	OREGON DEQ	Oregon DEQ	0.00	11380.00
21919	02/12/25	OREGON DEQ	Oregon DEQ	0.00	670.00
21921	02/26/25	BAXTER AUTO	Baxter Auto Parts #21	0.00	65.45
21922	02/26/25	BE BROADBAN	TDS	0.00	147.50
21923	02/26/25	COASTAL	Coastal - Redmond	0.00	27.99
21924	02/26/25	FERGUSON	Ferguson	0.00	9649.40
21925	02/26/25	MFCP	Motion & Flow Control Products, Inc.	0.00	43.59
21926	02/26/25	NORTH UNIT	North Unit Irrigation District	0.00	237.38
21927	02/26/25	OPAL	H2O/Opal Springs	0.00	39.00
21928	02/26/25	OWRF	Oregon Water Resources Foundation	0.00	5000.00
21929	02/26/25	PARAMETRIX	Parametrix, Inc.	0.00	272.86
21930	02/26/25	PPL	Pacific Power	0.00	203.46
21931	02/26/25	SHELL	WEX BANK	0.00	2595.54
21932	02/26/25	STAPLES BUS	Staples Business Credit	0.00	991.23
21933	02/26/25	ULINE	ULINE	0.00	1537.68
21934	02/26/25	VERIZON	Verizon Wireless	0.00	275.15
21935	02/26/25	VERIZON	Verizon Wireless	0.00	215.80
21936	02/26/25	WINSUPPLY	Bend Winsupply Co.	0.00	87.68
Cash account Total				0.00	112645.63
Report Total				0.00	112645.63

(*) One or more checks have payee names that do not match the name contained within the database record.