

**EUGENE WATER & ELECTRIC BOARD
EXECUTIVE SESSION
EWEB BOARD ROOM
500 EAST 4TH AVENUE
NOVEMBER 5, 2019
5:15 P.M.**

Commissioners Present: Sonya Carlson, President; Steve Mital, Vice President; Dick Helgeson, Mindy Schlossberg and John Brown Commissioners.

Others present: Frank Lawson, General Manager; Eric DeFreest of Luvaas Cobb Attorneys at Law

EXECUTIVE SESSION:

The Executive Session was called to order at 5:13 p.m.

Pursuant to ORS 192.660(2)(f)

The EWEB Board of Commissioners met in Executive Session to consider information or records that are exempt by law from public inspection.

President Carlson adjourned the Executive Session meeting at 5:56 p.m.

Assistant Secretary

President

**EUGENE WATER & ELECTRIC BOARD
REGULAR SESSION
EWEB BOARD ROOM
500 E 4th AVENUE
November 5, 2019
6:00 P.M.**

Commissioners may pose questions to staff prior to the scheduled board meeting. To view Commissioners' pre-meeting questions and staff responses, visit <http://www.eweb.org/about-us/board-of-commissioners/2019-board-agendas-and-minutes>.

Commissioners Present: Sonya Carlson, President; John Brown, Dick Helgeson, Mindy Schlossberg, Commissioners

Commissioners Absent: Steve Mital, Vice President

Others Present: Frank Lawson, General Manager; Eric DeFreest, Luvaas Cobb/General Counsel to the Board; Sarah Gorsegner, Purchasing and Warehouse Supervisor; Sue Fahey, Assistant General Manager/Chief Financial Officer; Deborah Hart, Financial Services Manager; Lena Kostopulos, Chief Workforce Officer; Rod Price, Chief Engineering and Operations Officer; Adam Rue, Fiscal Services Supervisor; Nate Schultz, Senior Financial Analyst

President Carlson called the Regular Session to order at 6:15 p.m.

Agenda Check

There were no changes or additions to the agenda.

Items from Commissioners and General Manager

Commissioner Brown said he recently had the pleasure of meeting with a group of fifth-graders to discuss their entries into a poster contest and thanked staff for putting that together. He also asked for Board support to get a report from staff on EWEB's investment into the McKenzie Watershed and the Strategic Plan (SP) EWEB put together for them in 2017.

Mr. Lawson offered staff had an update on that topic scheduled for March of next year.

Commissioner Brown said that would be an acceptable time for a report on the McKenzie Watershed SP.

Finally, Commissioner Brown welcomed former EWEB Commissioner John Simpson, who was in the audience.

Commissioner Helgeson offered he recently made a trip to California, and some of the salient topics of conversation from that trip included: wildfires, power outages, and the challenges related to the integration of solar and renewable energy sources

Commissioner Schlossberg reported she had recently attended the Community Vitality and Natural Hazards Workshop, and the follow-up Resiliency Workshop. She said she recently handed out awards at the O'Hara School in Eugene for the poster contest. Commissioner Schlossberg added that she had also attended a Carbon Challenge Workshop put on by Eugene 350. Lastly, she said she had attended the first joint meeting with the City of Eugene, where they discussed coordinating efforts over climate.

President Carlson stated that she had also attended a lot of the same meetings and events Commissioner Schlossberg mentioned attending. She said she was honored to be able to present the award for the Public Power Poster Contest at El Camino Del Rio Elementary. President Carlson reported she had recently met with the Leadership Team at City of Eugene about various topics; she said she was looking forward to working directly with the City of Eugene in the future.

Mr. Lawson reported that he had spent a lot of time over the last few months doing outreach about: environment, power supply, electrification, and carbon. He said he met with City of Eugene, the Governor's Office, and several environmental groups.

Public Input

Zachary Vishanoff of Eugene, wondered if there were any members of the media listening in on tonight's Executive Session; he was also curious who exactly would be considered media. Mr. Vishanoff suggested the Board have a conversation about allowing independent media to listen in on the Executive Sessions.

Mr. Vishanoff distributed copies of a letter to the editor of the Eugene Weekly he had written in the summer of 2013. The letter addressed a local toxic waste site that was in the works to be capped and left alone, as opposed to cleaned up or mitigated. He said there was no public outreach explaining EWEB's decision(s) and their attitudes toward the aforementioned toxic waste site.

Patrick James Dizon of the Philippines, introduced himself as one of the eleven Professional Fellows representing the Young Southeast Asia Leaders Initiative. He thanked EWEB for their part in welcoming him to the States.

Louisa Hamachek of Eugene, asked EWEB to cease their reliance on the nuclear power of the Columbia Generating Station (CGS). She urged the Board to read a 2014 article featured in Earth Island Journal, which describes how the CGS is very near to major fault lines, and a substantial earthquake would be disastrous. Ms. Hamachek was especially concerned with wind directions, as prevailing winds would bring any toxic fallout from this site straight down the Valley into Lane County and Eugene.

Jared Weybright of Eugene, and representing the McKenzie Watershed Council (MWC) thanked EWEB for their Consent Calendar Item #2: Cascade Pacific Resource Conservation & Development - for fiscal management of the Pure Waters Partners Program (PWP). He said the long-term contract would give community partners, like the MWC, more structure and support for developing critical relationships with landowners.

Commissioner Helgeson thanked everyone for their testimony. He asserted there was a 20-25 year history of EWEB's engagement mitigating the contamination on the "toxic waste" site mentioned in public testimony. He also said there were links on EWEB's website to information, and a high-level summary, on the site, and all of EWEB's efforts to mitigate the site's contamination were a matter of public record.

Commissioner Helgeson expressed interest in a briefing on the subject of the CGS in memo form; he was especially interested in any decisions by the relevant parties (of which EWEB was not a member) to move toward the decommissioning of the facility.

Commissioner Brown thanked Mr. Dizon for his kind words for EWEB, he also thanked him for his dedication to water, and his enthusiasm.

On the toxic waste cleanup, Commissioner Brown asserted that local toxicity was not just confined to the EWEB property, and he assured those present the utility was listening to the professionals, and spending whatever money was necessary to mitigate the toxic waste.

President Carlson thanked everyone for their testimony.

General Manager Employment Agreement Amendment

Commissioner Brown covered five points; below are those five points, and any input from the Board or staff on each.

- **Vacation Accrual & Methodology:** makes GM vacation accrual the same as other vacation-eligible EWEB employees. Commissioner Schlossberg thought it was a good idea. Commissioner Helgeson said he was in support of it. President Carlson was in favor of it as well. Commissioner Brown was also in favor.
- **Methodology of Base Salary Adjustment:** currently, the average salary of local GMs with utilities similar to EWEB, is \$296,978, the base salary with the high and low ends removed is \$271,000, and the current EWEB base is \$289,000. The question was should Mr. Lawson's salary be adjusted to the "Fully Performing Range," adjusting his salary from \$289,000 to \$311,000. Commissioner Schlossberg was in support. Commissioner Helgeson was in support. President Carlson was in support. And Commissioner Brown was in support.
- **To Incorporate Methodology for Automatic Adjustment to Base Salary at the Beginning of Each Calendar Year in Accordance with Market Factors Such as the Consumer Price Index (CPI):** Mr. DeFreest explained the GM salary contract could be set up for five-year increments, to ensure that no future Boards would be bound by the GM salary decisions of past Boards.

Commissioner Schlossberg asked if this item amounted to a guaranteed cost-of-living increase of 2-4% annually for the GM. Ms. Kostopulos said that was correct, although it's not generally referred to as a "cost-of-living" increase. Commissioner Schlossberg was in support. Commissioner Helgeson was in support, but he wanted to know the methodology for determining the exact point between the floor and ceiling of 2 and 4%. Ms. Kostopulos said staff could provide that information. President Carlson said she was in support. Commissioner Brown said he was in support as well.

- **Whether to Modify the Methodology for Considering Subjective One-Time Award for Adjustments to the Base Salary Based Upon Merit Within the First Quarter of Each Year:** Ms. Kostopulos offered staff would not have the necessary information to award based on merit by the First Quarter. She asked if the Board would be comfortable with her and Mr. DeFreest looking at the actual timing, and writing the proposed agreement based on that. Commissioner Brown, Commissioner Schlossberg, Commissioner Helgeson, and President Carlson, were all in support.
- **Whether to Modify the Voting Requirements for a Without-Cause Termination and/or Extend the Contract Severance Period from 6 to 12 Months:** Commissioner Schlossberg said she was fine with the 12-month severance, but was not okay with needing four Commissioners instead of three to terminate without cause. Commissioner Helgeson said was okay with the 12-month severance, but was not okay with needing four Commissioners instead of three to terminate without cause. President Carlson was fine with the 12-month severance, but was not okay with needing four Commissioners instead of three to terminate without cause.

Ms. Kostopulos asked if staff should bring the contract back as an Agenda Item, or as part of a future Consent Calendar.

President Carlson asserted she would like to see it as an Agenda Item.

Commissioner Brown said that he would speak with Vice President Mital about this particular Agenda Item and its implications, since he was not in attendance this evening.

Ms. Kostopulos asked when staff should plan on the adjustment of the General Manager's salary to \$311,000. She suggested December.

Commissioner Helgeson asked Ms. Kostopulos to help the Board define the mechanics of the adjustment when they come back before the Board with the previously requested information.

Ms. Kostopulos said certainly.

Approval of Consent Calendar MINUTES

1. October 1, 2019 Regular Session

CONTRACTS

2. Cascade Pacific Resource Conservation & Development - for fiscal management of the Pure Waters Partners Program (PWP). \$70,000 (for fiscal management of \$630,000 expected spend in the (PWP).

3. MacKay Spósito, Inc. - for engineering, design, and related services for recreation design services at the Carmen-Smith Project. \$650,000.

4. Schnabel Engineering LLC - for investigation of sinkholes at Carmen Diversion Reservoir. \$81,204 (resulting cumulative total \$343,286).

INTERGOVERNMENTAL AGREEMENTS

5. Oregon Department of Environmental Quality (DEQ) - for the regulatory oversight of the Manufactured Gas Plant (MGP) Investigation and Remediation. \$100,000 (\$55,000 for past work and \$45,000 for anticipated future work).

RESOLUTIONS

6. Resolution No. 1932 - Trojan Annual Operating Budget.

7. Resolution No. 1937 - Supplemental Retirement Plan Committee Updates.

Commissioner Brown moved to approve the Consent Calendar, minus Item 2. The motion passed unanimously 4:0

Items removed from the Consent Calendar

President Carlson pulled Item 2. She asked for an overview of the Pure Water Partners (PWP) Program.

Mr. Price offered the Board an overview of the PWP Program. He offered the target with this, and all EWEB grant-funded programs, was transparency. Mr. Price said the amount of approval sought was fairly small--\$70,000 over five years.

Commissioner Helgeson asked if the \$70,000 was EWEB's share, or the combined share of all the program's participants.

Mr. Price clarified it was EWEB's share.

Ms. Gorsegrner further clarified this was a Master Services Agreement, so any work approved for this would be set up as a Task Order, so only work approved and negotiated based on the dollar amount would be awarded under the contract.

Commissioner Brown moved to approve Item 2 on the Consent Calendar. The motion passed unanimously 4:0

2020 Proposed Budgets and Prices – Public Hearing

Ms. Fahey, Ms. Hart, Mr. Schultz, and Mr. Rue offered the Board an update and a PowerPoint presentation on 2020 Proposed Budgets and Prices.

President Carlson opened the Public Hearing at 7:30 p.m.

Zachary Vishanoff of Eugene offered that he did not see any money outlined in the proposed budget dedicated to remediation of the toxic waste site on EWEB property; he said he did notice mention of remediation for Manufactured Gas Plant (MGP) in the Consent Calendar under Intergovernmental Agreements (IGA), but he asserted the public should be privy to any and all IGAs, and he wondered if the aforementioned IGA came up in the Executive Session.

Mr. Vishanoff opined that EWEB meetings should be televised, because of the importance of water and energy for the public reliant on them.

Finally, Mr. Vishanoff said that he had actually went and taken a look inside the pit wherein lies the toxic waste, and he wondered if any of the EWEB Board members had done the same.

President Carlson closed the Public Hearing at 7:33 p.m.

Commissioner Helgeson said he was on EWEB staff at the time initial reconnaissance was done on the site in question. Prompted by Mr. Vishanoff's testimony, Commissioner Helgeson asked staff to identify for the Board the amount of money in the budget for mitigation of this site.

2020 Proposed Budgets and Prices – Direction

Commissioner Helgeson expressed concern with respect to the System Development Charges (SDC) changes, more specifically, revisions to the language for methodology for low-income housing waivers. He highlighted two things he would have liked to have seen in the draft budget for 2020: in the Board's original consideration there was an annual limit for low-income housing waivers that he did not see in this draft, and the second piece was whether or not the aforementioned appropriations should be subject to Board approval.

Ms. Fahey said the proposed policy as written required any annual amount in SDCs waived over \$100,000 to require General Manager approval. She said the waivers would also be included in the Community Investment Report.

Commissioner Helgeson said he appreciated that, but he would like to revisit the matter as a possible policy change to require Board approval for low-income housing waivers.

Commissioner Schlossberg asked if any of the SDC waivers would be for electric service, or would they remain only for water.

Ms. Fahey said there were no SDCs on the electric side of the utility.

President Carlson asked what the driving factors for the River Road/Santa Clara Water District price increase were.

Mr. Schultz responded that the increase was driven by additional Operations and Maintenance (O&M) costs, and increased depreciation expenses.

President Carlson asked how depreciation was tied to a price increase.

Ms. Fahey said that Water District contracts were awarded based on an alternate utility-based Cost of Service Analysis (COSA), not a cash-based COSA like the rest of EWEB's Customer Classes.

Quarterly Strategic & Operational Report for Q3 2019

Mr. Price offered the Board a Quarterly Strategic and Operational Report, and PowerPoint presentation.

Commissioner Brown posited that emergency water stations were a very high priority for him. He wondered how EWEB would continue to show a positive on Leaburg, since that site is currently not functioning.

Mr. Price said there would be a lot of capital work to be done concerning Leaburg, but he felt the utility was in a good position to do that work through capital and pricing reserves.

Commissioner Helgeson said he appreciated the opportunity to evaluate the progress of EWEB's AMI project. Referencing graphs in the PowerPoint, Commissioner Helgeson wondered if EWEB equipment failures were starting to have an impact on the utility's reliability statistics.

Mr. Price said EWEB had about \$1 million more customer work this year, which was reimbursable, and he also said the FEMA reimbursement had not yet come in. On the equipment failure piece, Mr. Price said within the last year, staff had been taking steps to get more precise about tracking equipment failures across the utility.

President Carlson asked for clarification on operations at 103% over budget, as illustrated in the Power Point and report.

Mr. Price clarified that figure represented the utility being 3% over budget, not 103% over budget.

President Carlson said she was very happy to see the generator loan program up and running and succeeding.

Correspondence & Board Agendas

Mr. Lawson offered the Board a report on Correspondence and Board Agendas.

Commissioner Schlossberg asked if there was a plan in place for upriver customer outreach surrounding the Leaburg facility.

Mr. Lawson said there was.

Board Wrap-Up

Commissioner Schlossberg offered that she really appreciated the format with which the Board approached the Integrated Electric Resource Plan (IERP) discussion last month.

Commissioner Helgeson asked for clarification on a \$50,000 adjustment to ongoing services surrounding EWEB's IGA with Oregon DEQ as shown in Consent Calendar Item 5.

Ms. Gorsegrner said she would get back to the Board with the clarification Commissioner Helgeson asked for.

President Carlson announced she had an upcoming meeting with the Chair of the Springfield Utility Board (SUB).

Commissioner Brown asked staff for a fact sheet on the goings-on in the College Hill neighborhood, so he will have the facts of the situation in an upcoming meeting with representatives of that neighborhood.

Mr. Lawson said he would get that fact sheet to Commissioner Brown.

Adjourn

President Carlson adjourned the Regular Session at 8:28 p.m.

Assistant Secretary

President

EWEB Board Consent Calendar Request

For Contract Awards, Renewals, and Increases

The Board is being asked to approve a Price Agreement with Cascade Truck Body & Trailer Sales for the purchase, installation, and repair of vehicle related bodies, components, and accessories.

Board Meeting Date: 12/3/2019

Project Name/Contract #: Purchase, Installation, and Repair of vehicle-related bodies, components and accessories/ #19-142-GS

Primary Contact: Rod Price Ext.7122

Contract Amount:

Original Contract Amount: \$700,000 (5 year estimate)

Additional \$ Previously Approved: \$0

Invoices over last approval: \$0

Percentage over last approval: 0%

Amount this Request: \$700,000

Resulting Cumulative Total: \$700,000 (5 year estimate)

Contracting Method:

Method of Solicitation: Formal RFP Process

If applicable, basis for exemption: N/A

Term of Agreement: Annual - Up to 5 years

Option to Renew? Yes

Approval for purchases "as needed" for the life of the Contract Yes No

Proposals/Bids Received (Range): 1 bid received/ Shop Rate \$75/hr

Selection Basis: Highest Ranked Proposer

Narrative:

Operational Requirement and Alignment with Strategic Plan

EWEB requires the purchase, installation, and repair of vehicle related bodies, components, and accessories for the ongoing operation and maintenance of various vehicles and equipment. These specialized services are also needed for the up-fitting on new vehicles and equipment and are part of EWEB's vehicle replacement program. By implementing a contract, EWEB will be able to maintain cost, retain consistency and standardization, and minimize vehicle downtime. This contract will also allow EWEB Fleet Services to maintain quality of components and the efficiency in design and features for its fleet of over 350 pieces of vehicles, equipment and trailers.

Contracted Goods or Services

The goods and services to be purchased under this contract include: services for the purchase, installation and repair of truck bodies; truck related components and accessories; and specialized trailers and accessories, as needed for EWEB's vehicles, equipment and trailers.

Prior Contract Activities

The previous (current) contract for these goods and services with Cascade Truck Body & Trailer Sales, Inc. was awarded in 2014. The Contractor has been responsive to all needs and no performance concerns have been recorded.

Purchasing Process

In October 2019, EWEB issued a formal Request for Proposal (RFP 19-142-GS) for the purchase, installation, and repair of truck bodies, trailers, components, and accessories. This solicitation was publicly advertised on ORPIN. No protests were received, though only a single proposal was delivered. Cascade Truck Body & Trailer Sales provided

the only proposal and is the incumbent provider for these goods and services.

Bidder/Proposer Information

Cascade Truck Body & Trailer Sales

Bidder/Proposer Location

Eugene, OR

Competitive Fair Price (If less than 3 responses received)

Staff reached out to three (3) vendors that provide the services described in this RFP. The service rates and markups provided by the vendors were 13-46% higher than Cascade's proposed rates. Cascade's fee schedule has not increased or changed from the 2014 contract.

Several vendors communicated that the logistics and profitability of moving vehicles to and from their designated repair locations (ranging from Medford area, Albany, and Portland area) was a negative factor in why they did not propose.

ACTION REQUESTED:

Management requests the Board approve a Price Agreement with Cascade Truck Body & Trailer Sales for the purchase, installation, and repair of vehicle related bodies, components, and accessories. Based on historical spending, approximately \$140,000 is planned for these goods and services on an annual basis and will be covered 65% in the Electric Division budget (\$22.7 million in 2019), and 35% from the Water Division budget (\$16.7 million in 2019). Variances will be managed within the budget process and Board policy.

EWEB Board Consent Calendar Request

For Task Order Approval

The Board is being asked to approve a TASK ORDER (**Task Order U-2**) with **CH2M HILL ENGINEERS, INC. dba JACOBS** for engineering services for the Carmen Smith Upstream Fish Passage Facilities at Trail Bridge Powerhouse.

Board Meeting Date: December 03, 2019

Project Name/Contract #: Task Order U-2, Trail Bridge Trap and Haul Facility Design, Tailrace Barrier Demolition Design, - Carmen Smith Fish Passage Facilities / Master Agreement #080-2018

Primary Contact: Susan Ackerman Ext. 7185

Contract Amount:

Original Contract Amount: \$ 10,000,000

Task Orders Previously Approved: \$ 330,085

Invoices over last approval: \$ 0

Percentage over last approval: 0 %

Amount this Request: \$ 1,073,382

Resulting Cumulative Task Order Total: \$ 1,403,467

Contracting Method:

Method of Solicitation: Negotiated Task Order

If applicable, basis for exemption: _____

Term of Agreement: Fifteen (15) Months

Option to Renew? No

Approval for purchases "as needed" for the life of the contract No

Proposals/Bids Received (Range): n/a

Selection Basis: Qualification Based Selection (QBS)

Narrative:

Operational Requirement and Alignment with Strategic Plan

The Board is being asked to approve Task Order U-2 of the Master Services Agreement (080-2018) with Jacobs of Corvallis, Oregon. This Task Order completes the final design of the proposed Trap and Haul facility and Attraction Water Supply for upstream fish passage at Trail Bridge Reservoir. Completion of Task Order U-2 will result in a bid-ready design package and 100% design submittal to FERC. This Task Order and the associated Master Services Agreement implements major parts of the new operating license for the Carmen-Smith Project, and the *Amended and Restated Settlement Agreement* that was executed in November 2016. The new license was received on May 17, 2019.

Contracted Goods or Services

Engineering services for final design and permitting of upstream fish passage facilities. The facilities include an Attraction Water tap inside the Trail Bridge powerhouse, a large diameter Attraction Water pipe to the Trap and Haul facility, energy dissipation components, the Trap facility including ladder entrance in the McKenzie River, ladder, overhead hoist, transport truck, fish release structure in the reservoir, and associated electrical, mechanical controls, and monitoring equipment.

The total, not to exceed fee estimate for Task Order U-2 is \$1,073,382.

Task Orders are scoped by the Project Manager consistent with license requirements and negotiated with the Consultant in advance of Project Manager and Manager Approval. Billing rates match the rates negotiated as part

of the Master Agreement and acceptable insurance certificates have been received.

Prior Contract Activities

The Board approved the Master Services Agreement (080-2018) for the Carmen Smith Fish Passage Facilities with Jacobs of Corvallis, Oregon on April 02, 2019, approved Upstream Fish Passage Task Order U-1 (\$51,307) on May 08, 2019, and approved Downstream Fish Passage Task Order D-1 (\$278,778) on May 08, 2019. Spawning Channel Design Task Order U-3 (\$122,265) was under the Board threshold of \$150,000 and awarded by staff on July 10, 2019.

Purchasing Process

In December 2018, in accordance with Oregon public procurement rules, EWEB initiated a Request for Proposals (RFP) using the Qualifications Based Selection (QBS) process for engineering services for upstream and downstream fish passage. The QBS process culminated with selection of Jacobs of Corvallis, OR, as the most qualified consultant, consistent with QBS criteria.

Per the Board's approval of the Master Services Agreement, individually negotiated task orders over \$150,000 are to be brought back to the Board for approval. Major work tasks (Task Orders) will include:

1. Attraction Water Supply route selection. (completed)
2. Trap and Haul Facility design (December 03, 2019 Consent Calendar)
3. Spawning Channel Improvements design (in progress)
4. Tailrace Barrier Demolition design (December 03, 2019 Consent Calendar)
5. Spillway Gate Modification Alternative Evaluation (in progress)
6. Spillway Gate and Hoist design (Estimated January 07, 2020 Consent Calendar)
7. Spillway surface modification design (Estimated January 07, 2020 Consent Calendar)

ACTION REQUESTED:

Management requests the Board approve Task Order U-2 of the Carmen Smith Fish Passage Facilities contract with Jacobs, for final design services for the Trap and Haul facilities. Approximately \$1,350,000 was planned for these services in the Carmen – Smith License Deployment Department in the Energy Division 2019 and 2020 budget of \$19 million. Variances will be managed within the budget process and Board policy.

EWEB Board Consent Calendar Request

For Contract Awards, Renewals, and Increases

The Board is being asked to approve a contract with Eugene Sand Construction for Asphalt Concrete Patching Services for the FEMA funded Hazardous Mitigation Projects at Blanton Road and Saratoga/Donald Streets.

Board Meeting Date: 12/3/2019

Project Name/Contract #: 19-163-GS Asphalt Concrete Patching Services

Primary Contact: Rod Price Ext. 7122

Contract Amount:

Original Contract Amount: \$175,000

Additional \$ Previously Approved: \$0

Invoices over last approval: \$0

Percentage over last approval: 0%

Amount this Request: \$175,000

Resulting Cumulative Total: \$175,000

Contracting Method:

Method of Solicitation: Formal Invitation to Bid

If applicable, basis for exemption: N/A

Term of Agreement: December 2019 – July 2020 (Construction and Installation Services)

Option to Renew? No

Approval for purchases "as needed" for the life of the Contract Yes No

Proposals/Bids Received (Range): 4 – (\$174,632 to \$208,404)

Selection Basis: Lowest Responsible and Responsive Bidder

Narrative:

Operational Requirement and Alignment with Strategic Plan

This project supports EWEB's strategic plan by improving resiliency of our services to the community in areas prone to storm damage within our electric system. This contract is required to provide asphalt patching services to meet the public right-of-way agency's permitting requirements for hard surface restoration after moving the feeder line underground in the city street.

Contracted Goods or Services

Overall project objectives are to provide asphalt concrete patching services for work related to the FEMA funded Blanton Road & Saratoga/Donald Street projects.

Prior Contract Activities

We purchase crushed rock from Riverbend Materials which is affiliated with Eugene Sand Construction.

Purchasing Process

In October 2019, EWEB issued a formal Invitation to Bid for asphalt concrete patching services. The solicitation was publicly advertised on ORPIN. Three (3) companies attended the voluntary pre-bid meeting and questions from perspective contractors were responded to via the addenda process. Four bids were received and Eugene Sand Construction provided the lowest bid and were deemed responsive and responsible.

Bidder/Proposer Information

Eugene Sand Construction
Wildish Construction
Knife River

Bidder/Proposer Location

Eugene, OR
Eugene, OR
Tangent, OR

Competitive Fair Price (If less than 3 responses received)

N/A

ACTION REQUESTED:

Management requests the Board approve a contract with Eugene Sand Construction of Eugene, OR for asphalt concrete patching services. Funds for the procurement were budgeted for in 2019 and work is expected to be completed in late 2019 and early 2020. This work will be funded from the Electric Capital Budget, the 2019 and 2020 Electric Capital Budgets are \$37M and \$49M respectively.

EWEB Board Consent Calendar Request

For Contract Awards, Renewals, and Increases

The Board is being asked to approve a Personal Services Agreement with FEI Testing & Inspection for on-call construction testing and inspection services.

Board Meeting Date: 12/3/2019

Project Name/Contract #: On-Call Construction Testing & Inspection Services

Primary Contact: Susan Ackerman Ext.7185

Contract Amount:

Original Contract Amount: \$225,000

Additional \$ Previously Approved: \$0

Invoices over last approval: \$0

Percentage over last approval: 0%

Amount this Request: \$225,000

Resulting Cumulative Total: \$225,000

Contracting Method:

Method of Solicitation: Formal RFP Process

If applicable, basis for exemption: n/a

Term of Agreement: Up to five years

Option to Renew? No

Approval for purchases "as needed" for the life of the Contract Yes No

Proposals/Bids Received (Range): 3 (\$3,392 to \$4,155 for a hypothetical schedule of services)

Selection Basis: Highest scored proposal based on established evaluation criteria

Narrative:

Operational Requirement and Alignment with Strategic Plan

An on-call testing service contract will enable EWEB to perform testing and inspections in a timely manner to verify contractor and construction work meets industry standards and project-specific performance requirements. This contract with FEI for testing services is in alignment with EWEB's Strategic Plan in several ways. In particular, these testing services will ensure overall *safety* and *reliability* of our projects by ensuring that work is completed in conformance with the design specifications. EWEB frequently requires small dollar value testing services in the course of performing capital improvements and facility maintenance projects. By grouping these small tasks into a single contract, EWEB supports our organizational core value of *stewardship of our customer's financial resources*.

Contracted Goods or Services

This 5-year contract with FEI will allow EWEB to use FEI's testing services on an as needed basis for a variety of projects and testing requirements. FEI has the ability to provide a wide range of testing services used by EWEB that include field testing services, special inspections, laboratory services including materials testing, and other tests related to aggregate, asphalt and concrete quality.

Prior Contract Activities

Seven EWEB departments (primarily in Generation and Water Engineering) procured approximately \$225,000 of on-call testing and inspection services over the previous five years from FEI Testing & Inspection Services and were satisfied with the pricing, timeliness, and the service quality delivered.

Purchasing Process

In September 2019, EWEB initiated a Request for Proposals (RFP) for on-call testing and inspection services. Criteria scored included Performance History, Knowledge & Understanding of EWEB's Projects, Project Approach and Execution of Work, Pricing/Rates, and other Resources and Capabilities. Proposals were evaluated and scored

and FEI Testing & Inspection was selected as the highest ranked responsive and responsible proposer.

Bidder/Proposer Information

Western Testing
FEI Testing & Inspection
Earth Engineers

Bidder/Proposer Location

Roseburg, OR
Eugene, OR
Springfield, OR

Competitive Fair Price (If less than 3 responses received)

N/A

ACTION REQUESTED:

Management requests the Board approve a Personal Services Agreement with FEI Testing & Inspection for on-call construction testing and inspection services. Approximately \$50,000 was planned for these services in the Generation Department's 2020 capital and O&M budgets. Variances will be managed within the budget process and Board policy.



MEMORANDUM

EUGENE WATER & ELECTRIC BOARD



TO: Commissioners Carlson, Mital, Helgeson, Schlossberg, and Brown
FROM: Sue Fahey, Assistant General Manager/CFO; Deborah Hart, Financial Services Manager
DATE: November 22, 2019
SUBJECT: Electric and Water O&M and Capital Budget Amendments
OBJECTIVE: Approval of Resolution No. 1943

Issue

Per Board Policy EL-1, the approved budgets are the maximum level of expenditure authorized by the Board. As noted in the second quarter report, Management is projecting costs will exceed budget for both Utilities this year. Management will request Board approval of budget amendments at the December 3, 2019 meeting, and this memo provides additional information in advance of the requested approval.

Discussion

Both the Water and Electric Utilities 2019 actual costs will exceed the O & M budgets and the variances have been outlined in the table below. More detail on the drivers of those variances follows the table.

	<u>Electric</u>	<u>Water</u>
Approved Operations & Maintenance Budgets	\$212,200,000	\$19,900,000
<u>Operational Changes:</u>		
Purchased Power	43,000,000	
Storm and Other Costs (net of projected turnover savings)	2,700,000	
<u>Changes Required by Generally Accepted Accounting Principles (GAAP):</u>		
PERS Side Account Deposit	16,700,000	5,300,000
Total Projected O&M Budget Amendment	62,400,000	5,300,000
Total Projected O&M Budgets	\$274,600,000	\$25,200,000

Electric Operations & Maintenance

Operational Changes

Purchased power costs exceeded budget by nearly \$37 million as of October 31, the majority of which is offset by higher wholesale revenue due to a change in accounting for certain power transactions and portfolio balancing activity. Of the \$37 million, approximately \$6 million is not offset by higher revenue primarily due to purchases as a result of poor hydro conditions and plant outages. In addition to the year to date, staff conservatively projects an additional \$6 million unfavorable purchased power variance for the remainder of the fourth quarter. The unfavorable purchased power expense through the end of the fourth quarter is also expected to be largely offset by wholesale revenue. Other expenses are higher than anticipated due to storm related expenses and emergent dam safety, canal inspection and maintenance costs.

Water and Electric Operations & Maintenance – Changes Required by GAAP

PERS Side Account Deposit

GAAP requires that the deposit be recorded as a one-time non-operating expense. Payment and expense allocations are based on each Utility’s proportional payroll expense.

Capital Budgets

The Electric Utility is anticipating a net \$4.5 million over budget on capital projects as a result of higher Type 1 and Type 2 costs partially offset by lower than budgeted Carmen-Smith work. The primary drivers for the increase are Electric System Infrastructure renovation work and higher than budgeted costs for the Downtown Network, Consolidation of Operations, and Upriver Reconfiguration/Holden Creek projects.

The Water Utility is anticipating a \$500,000 overage in capital spending. The primary drivers for the increase are higher than budgeted costs for the Hayden Bridge Disinfection System and main replacements.

	<u>Electric</u>	<u>Water</u>
Approved Capital Budget	\$37,300,000	\$15,400,000
Higher Than Estimated Costs	4,500,000	500,000
Total Amended Capital Budget	\$41,800,000	\$15,900,000

Requested Board Action

Management recommends and requests that the Board approve Resolution No. 1943 to increase the 2019 Electric O&M budget by \$62.4 million, Water O&M budget by \$5.3 million, Electric Capital budget by \$4.5 million and Water Capital budget by \$500,000.

**RESOLUTION NO. 1943
DECEMBER 2019**

**EUGENE WATER & ELECTRIC BOARD
2019 BUDGET AMENDMENT**

WHEREAS, the Eugene Water & Electric Board (EWEB) is the body designated by the City of Eugene Charter and Code to administer the Eugene Electric and Water Utilities;

WHEREAS, Oregon Revised Statute 225.230 requires municipal utilities to make an annual written estimate of probable expenses to establish spending authority;

WHEREAS, the Eugene Water & Electric Board anticipates expenditures in excess of that authority;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves an increase to the Electric Utility Operations & Maintenance budget of \$62.4 million, an increase to the Water Utility Operations & Maintenance budget of \$5.3 million, an increase in the Electric Utility Capital budget of \$4.5 million, and an increase in the Water Utility Capital budget of \$0.5 million.

Dated this 3rd day of December 2019.

THE CITY OF EUGENE, OREGON
Acting by and through the
Eugene Water & Electric Board

President

I, ANNE M. KAH, the duly appointed, qualified, and acting Assistant Secretary of the Eugene Water & Electric Board, do hereby certify that the above is a true and exact copy of the Resolution adopted by the Board at its December 3, 2019 Board meeting.

Assistant Secretary



MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

Rely on us.

TO: Commissioners Carlson, Mital, Helgeson, Schlossberg and Brown
FROM: Rene Gonzalez, Customer Solutions Manager; Jeannine Parisi, Customer Relationship Manager
DATE: November 22, 2019
SUBJECT: 2020 – 2025 Education Grants
OBJECTIVE: Board Action

Issue

The EWEB Education Grant Program provides funding for water and energy education in four area school districts: Eugene 4J, Bethel, Springfield and McKenzie. The five-year Inter-Governmental Agreements (IGAs) with each participating school district expire in August 2020. The Board is asked to review and approve updated IGAs for the 2020 – 2025 timeframe.

Background

EWEB has a long-standing track record of direct support to area schools dating back to the 1940's. While the funding structure and amounts have changed over the years, the commitment to youth education focused on the development and responsible use of our energy and water resources has endured and is a prime example of how public power benefits the community.

At the July 2019 Board meeting, Commissioners approved the following priority topic areas for future grant funding as follows:

- Cascadia subduction earthquake and household-scale disaster planning and preparation
- Water: local sources, watershed protection, water quality, conservation
- Energy: Pacific Northwest power supply mix, options for the future, and pros and cons of different energy technologies
- Climate change: science, expected regional impacts, and carbon reduction strategies

Discussion

The education grant application guidelines have been revised to reflect the priority topic areas and shared with the District grant coordinators. Grant proposals have been submitted and reviewed for consistency with the application guidelines, with specific attention to alignment with Board priority topics. 2020-2025 grant proposal summaries for each school district follow.

McKenzie School District Grant Proposal - \$110,000

Grant funded program highlights:

1. Energy curriculum including magnets and motors, electrical circuits/safety, power generation resource models and on-line activities relating electricity to hydropower.
2. Waters Program – salmon raising, field studies including water quality testing, aquatic insect investigation, and streamflow data collection, and building riparian landscape models including aquifers and dams/reservoirs (includes Leaburg Dam and Salmon Watch field trips).
3. New Climate change curriculum including weather vs climate, NASA Climate Kids program, evolution/biology/adaptation, and carbon mitigation strategies.

Springfield School District Grant Proposal – \$245,000

Grant funded program highlights:

1. Watershed studies including microscopic observations of aquatic insects and other water quality indicators; salmon raising and release field trip
2. Energy curricula including electric generation resource options and building solar/battery cars
3. STEM equipment library for access to science equipment and related lessons plans
4. Program development for Cascadia subduction zone and climate change curricula meeting Next Generation Science Standards

Bethel School District Grant Proposal - \$405,000

Grant funded program highlights:

1. Science kits, discovery labs and field trips for elementary school children (Leaburg Dam, Nearby Nature, etc.)
2. Water quality assessment (Amazon Canal), salmon raising and Salmon Watch field trips
3. Energy resources curricula including KidWind challenge, battery/solar car races at the middle school level and Electrathon Car class for high school students.
4. New emergency preparedness unit, including plate tectonics and Cascadia Subduction zone with linkage to the emergency water station at Kalapuya High School.
5. New environmental science/sustainability unit for High School students including factors contributing to climate change and mitigation actions.

4J School District Grant Proposal - \$1,300,000

Grant funded program highlights:

1. Replenish hands-on science kits for elementary school children
2. Watershed protection/conservation studies, stream structure, water quality testing and salmon raising with related field trip support (Leaburg Dam/Fish and/or Whittaker Creek).
3. Energy resource/generation options, conservation activities (watt watchers for elementary level), wind energy and battery/solar care races for middle school level
4. Development of natural disaster/earthquake/emergency preparedness curricula focused on 8th grade plate tectonic lessons; K-12 family resources for household scale preparedness with connection to emergency water station and microgrid at Howard Elementary.
5. Consistent with 4J Climate Resolution, integrate climate education into K-12 education including carbon reduction strategies, climate science, and Earth Day, Every Day activities based off Climate Generation and EcoRise Sustainable Intelligence Curriculum.

New IGAs (Intergovernmental Agreements) have been drafted for Board consideration and are included as Attachments A – D. Modifications were made from the prior grant cycle IGAs to include Board priority topics for grant funding and streamline administration over the grant cycle, as well as address housekeeping items. Reallocation of grant funds previously used to support the multi-district Solar Car challenge event (currently supported through Greenpower donations) enables a slight increase in grant funds to each school district to offset inflation costs without any EWEB budget changes.

EWEB Grant Funding History

	2010 – 2015	2015 – 2020	2020 – 2025 (proposed)
Eugene School District 4J	\$320,000/year	\$247,000/year	\$260,000/year
Bethel School District	\$80,500/year	\$77,000/year	\$81,000/year
Springfield School District	\$71,000/year	\$47,000/year	\$49,000/year
McKenzie School District	\$24,000/year	\$21,000/year	\$22,000/year
Total Annual Funding	\$495,500	\$392,000	\$412,000

As in the past, EWEB resources primarily support grant coordinators who are responsible for grant administration and evaluation, assist with science teaching and teacher training, coordinate field trips, manage supplies/science kits, coordinate multi-district activities and are responsible for new program development, ensuring alignment with Next Generation Science Standards. Grant funds also replenish program supplies, offset field trip costs, and are leveraged with other outside funding sources to enhance and broaden the impact of EWEB’s contribution.

Recommendation

Education grants to the school districts are a discretionary community investment activity. The IGAs cover a five-year timeframe to provide as much financial and programmatic certainty to the schools as possible. However, the Board may modify its investment during EWEB’s annual budgeting process.

Management has reviewed the grant proposals and affirms the proposed programming aligns with the Board priority topic areas. While the core energy and water programs remain in place, each District is planning to offer new curricula focused on emergency preparedness and/or climate change over the next few years. Annual evaluation reports will be submitted to track program implementation, expenditures and other grant performance metrics.

Requested Board Action

Move to approve EWEB Education Grants IGAs with the 4J, Bethel, Springfield and McKenzie Schools Districts.

- Attachment A – 4J /EWEB Education Grant IGA
- Attachment B – Bethel/EWEB Education Grant IGA
- Attachment C – Springfield/EWEB Education Grant IGA
- Attachment D – McKenzie/EWEB Education Grant IGA

Intergovernmental Agreement (IGA)

between

Eugene Water & Electric Board (EWEB) and Eugene School District 4J
for Education Grant Funding

DOCUMENT No. 19-133

This Agreement is entered into this __ day of _____, 2020, by and between **EUGENE WATER & ELECTRIC BOARD**, hereinafter called EWEB, and **EUGENE SCHOOL DISTRICT 4J**, an organization of governments within Lane County, Oregon, hereinafter referred to as School District, in accordance with the authority granted the parties under ORS190.010. EWEB and School District may be referred to singularly as "Party" or collectively as the "Parties."

WHEREAS, EWEB has a long-standing track record of financial support to area schools and commitment to youth education focused on the development and responsible use of our energy and water resources;

WHEREAS, the EWEB education grant program supports both EWEB and School District by providing funding mechanisms for education activities directly connected with EWEB's mission;

WHEREAS, Parties agree that planned grant supported activities will focus on at least one of the following priority topics and that to the extent possible, such programs are repeatable and scalable:

- Cascadia subduction earthquake and household-scale emergency planning and preparation
- Water: local source, watershed protection, water quality and conservation
- Energy: Pacific Northwest power supply mix, options for the future and pros and cons of different energy technologies
- Climate change: science, expected regional impacts and carbon reduction strategies

NOW THEREFORE, the Parties agree as follows:

1. The term of this Agreement shall commence on July 1, 2020 (or on the date signed by all Parties) and shall continue through August 31, 2025, as long as the parties continue to agree to the arrangement.
2. Upon final acceptance and approval by EWEB of School District's Annual Education Grant Proposal and subject to annual appropriation of funding by EWEB's Board of Commissioners, grant funds will be distributed to School District in the minimum amount of \$130,000 semi-annually (in January and July), resulting in a five year grant of \$1,300,000.
3. A minimum of ten percent of the total grant funds available yearly will be dedicated to an EWEB grant project coordinator.
4. On an annual basis, School District will provide a grant evaluation/financial report to be submitted no later than August 31 of each year:
 - a) EWEB staff will review the grant evaluation report and indicate whether the completed projects sufficiently address the approved grant proposal. The format and guidelines for the Education Grant Proposal are clearly identified in the Grant Proposal Guidelines document, attached hereto as Exhibit A, and by reference made a part of this Agreement, will serve as a basis for evaluating proposals and annual reports.

- b) If EWEB finds the grant-supported programs are not sufficiently aligned with the Board-approved priority topics, EWEB will promptly notify the School District in writing. School District will have the opportunity to revise its proposal for the remainder of the IGA term for review and re-consideration. Updated proposals must be submitted by November 15 for continuity of funding. Final approved versions of the grant proposals are needed before the grant funds will be authorized for use by the School District.
5. If, at the end of the term of this Agreement, School District has not expended all of the funds distributed by EWEB, School District shall return such funds to EWEB, unless School District requests an extension to complete the project and EWEB grants such extension.
6. EWEB, at its discretion, may publicize activities and projects funded by the grant as part of EWEB's public relations strategy. In addition, School District will acknowledge Eugene Water & Electric Board as a funding source on related project products, materials, equipment, and communications. At School District request, EWEB will provide "Funded by an EWEB Education Grant" self-adhesive labels in a variety of sizes to be used for these purposes (especially for purchased materials, equipment and supplies).
7. School District will cooperate in providing access to information and appropriate staff to update the EWEB on the current status and progress of ongoing grant projects. School District shall keep EWEB informed of any change in mailing address, grant coordinator staffing and contact information.
8. Term. This Agreement is effective upon full execution and remains in effect until August 31, 2025.
9. Termination. This Agreement may be terminated at any time, by mutual written consent of both parties. EWEB may also terminate this Agreement:
 - a. upon thirty (30) days' written notice to School District for School District's failure to comply with the grant requirements and timelines.
 - b. with at least ninety (90) days' written notice to School District should EWEB Board of Commissioners discontinue annual appropriation of grant funding.
10. Non-Appropriation of Funds: School District understands and agrees that EWEB's continuation of grant payments under this Agreement are contingent on EWEB receiving appropriations or other expenditure authority sufficient to allow EWEB, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
11. Limitation of Liabilities: Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and no prior commitment related to the subject of this Agreement, whether written or oral, shall be binding on either of the parties. No modification or change in the terms of this Agreement shall bind either Party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
13. Compliance with Law. By signing this Agreement, each Party assures the other that its program or activities provided for under this Agreement will be conducted in compliance with all Federal and State laws, rules, regulations and policies.

14. No Third Party Beneficiaries. EWEB and School District are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly or otherwise, to third persons.
15. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction in the State of Oregon to be illegal or in conflict with applicable law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforce as if the Agreement did not contain the particular term or provision held invalid.
16. Indemnification. To the extent permitted by the Oregon Constitution, Article XI, § 7, and the Oregon Tort Claims Act, ORS 30.260 et seq., each Party shall defend, save, hold harmless, and indemnify the other, its officers, employees, agents and volunteers, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses resulting from arising out of, or relating to any error, omission, breach of contractual duty, or act of the other Party, its officers, employees, agents or volunteers, in the performance of services under this Agreement to the manner and extent provided by Oregon law, provided that each Party provide the other with prompt notification in writing of any claim.
17. Force Majeure. All obligations under this Understanding may be suspended for so long as one or both parties are prevented from complying with the provisions of the Understanding by acts of God, the elements, riots, war, acts of federal, state, or local governments, agencies or courts, strikes, lock outs, damage to or destruction or unavoidable shut down of the necessary facilities or other matters beyond the reasonable control of the parties: Provided, however, that any party so prevented from complying with its obligations shall promptly notify the other party and shall exercise all due diligence to remove and overcome the cause of such inability to comply as soon as practicable.
18. Non-Discrimination. Each Party is an equal opportunity employer committed to fostering a diverse work environment that is open and supportive of employees regardless of race, color, religion, sex, national origin, age, marital or veteran status, sexual orientation, the presence of a medical condition or disability, or any other legally protected status.

In Witness whereof, the Parties have executed this Agreement on the dates indicated.

EUGENE WATER & ELECTRIC BOARD

EUGENE SCHOOL DISTRICT 4J

Contract Administrator

Signed

Name (Print or Type)

Name (Print or Type)

Division Manager

Title

Date

Date

Intergovernmental Agreement (IGA)
between
Eugene Water & Electric Board (EWEB) and Bethel School District
for Education Grant Funding

DOCUMENT No. 19-134

THIS Agreement is entered into this ____ day of _____, 2020, by and between **EUGENE WATER & ELECTRIC BOARD**, hereinafter called EWEB, and **BETHEL SCHOOL DISTRICT**, an organization of governments within Lane County, Oregon, hereinafter referred to as School District, in accordance with the authority granted the parties under ORS190.010. EWEB and School District may be referred to singularly as "Party" or collectively as the "Parties."

WHEREAS, EWEB has a long-standing track record of financial support to area schools and commitment to youth education focused on the development and responsible use of our energy and water resources;

WHEREAS, the EWEB education grant program supports both EWEB and School District by providing funding mechanisms for education activities directly connected with EWEB's mission;

WHEREAS, Parties agree that planned grant supported activities will focus on at least one of the following priority topics and that to the extent possible, such programs are repeatable and scalable:

- Cascadia subduction earthquake and household-scale emergency planning and preparation;
- Water: local source, watershed protection, water quality and conservation
- Energy: Pacific Northwest power supply mix, options for the future and pros and cons of different energy technologies
- Climate change: science, expected regional impacts and carbon reduction strategies

NOW THEREFORE, the Parties agree as follows:

1. The term of this Agreement shall commence on July 1, 2020 (or on the date signed by all Parties) and shall continue through August 31, 2025, as long as the parties continue to agree to the arrangement.
2. Upon final acceptance and approval by EWEB of School District's Annual Education Grant Proposal and subject to annual appropriation of funding by EWEB's Board of Commissioners, grant funds will be distributed to School District in the minimum amount of \$40,500 semi-annually (in January and July), resulting in a five year grant of \$405,000.
3. A minimum of ten percent of the total grant funds available yearly will be dedicated to an EWEB grant project coordinator.
4. On an annual basis, School District will provide a grant evaluation/financial report to be submitted no later than August 31 of each year:
 - a) EWEB staff will review the grant evaluation report and indicate whether the completed projects sufficiently address the approved grant proposal. The format and guidelines for the Education Grant Proposal are clearly identified in the Grant Proposal Guidelines document, attached hereto as Exhibit A, and by reference made a part of this Agreement, will serve as a basis for evaluating proposals and annual reports.

- b) If EWEB finds the grant-supported programs are not sufficiently aligned with the Board-approved priority topics, EWEB will promptly notify the School District in writing. School District will have the opportunity to revise its proposal for the remainder of the IGA term for review and re-consideration. Updated proposals must be submitted by November 15 for continuity of funding. Final approved versions of the grant proposals are needed before the grant funds will be authorized for use by the School District.
5. If, at the end of the term of this Agreement, School District has not expended all of the funds distributed by EWEB, School District shall return such funds to EWEB, unless School District requests an extension to complete the project and EWEB grants such extension.
6. EWEB, at its discretion, may publicize activities and projects funded by the grant as part of EWEB's public relations strategy. In addition, School District will acknowledge Eugene Water & Electric Board as a funding source on related project products, materials, equipment, and communications. At School District request, EWEB will provide "Funded by an EWEB Education Grant" self-adhesive labels in a variety of sizes to be used for these purposes (especially for purchased materials, equipment and supplies).
7. School District will cooperate in providing access to information and appropriate staff to update the EWEB on the current status and progress of ongoing grant projects. School District shall keep EWEB informed of any change in mailing address, grant coordinator staffing and contact information.
8. Term. This Agreement is effective upon full execution and remains in effect until August 31, 2025.
9. Termination. This Agreement may be terminated at any time, by mutual written consent of both parties. EWEB may also terminate this Agreement:
 - a. upon thirty (30) days' written notice to School District for School District's failure to comply with the grant requirements and timelines.
 - b. with at least ninety (90) days' written notice to School District should EWEB Board of Commissioners discontinue annual appropriation of grant funding.
10. Non-Appropriation of Funds: School District understands and agrees that EWEB's continuation of grant payments under this Agreement are contingent on EWEB receiving appropriations or other expenditure authority sufficient to allow EWEB, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
11. Limitation of Liabilities: Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and no prior commitment related to the subject of this Agreement, whether written or oral, shall be binding on either of the parties. No modification or change in the terms of this Agreement shall bind either Party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
13. Compliance with Law. By signing this Agreement, each Party assures the other that its program or activities provided for under this Agreement will be conducted in compliance with all Federal and State laws, rules, regulations and policies.
14. No Third Party Beneficiaries. EWEB and School District are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly or otherwise, to third persons.

15. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction in the State of Oregon to be illegal or in conflict with applicable law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforce as if the Agreement did not contain the particular term or provision held invalid.

16. Indemnification. To the extent permitted by the Oregon Constitution, Article XI, § 7, and the Oregon Tort Claims Act, ORS 30.260 et seq., each Party shall defend, save, hold harmless, and indemnify the other, its officers, employees, agents and volunteers, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses resulting from arising out of, or relating to any error, omission, breach of contractual duty, or act of the other Party, its officers, employees, agents or volunteers, in the performance of services under this Agreement to the manner and extent provided by Oregon law, provided that each Party provide the other with prompt notification in writing of any claim.

17. Force Majeure. All obligations under this Understanding may be suspended for so long as one or both parties are prevented from complying with the provisions of the Understanding by acts of God, the elements, riots, war, acts of federal, state, or local governments, agencies or courts, strikes, lock outs, damage to or destruction or unavoidable shut down of the necessary facilities or other matters beyond the reasonable control of the parties: Provided, however, that any party so prevented from complying with its obligations shall promptly notify the other party and shall exercise all due diligence to remove and overcome the cause of such inability to comply as soon as practicable.

18. Non-Discrimination. Each Party is an equal opportunity employer committed to fostering a diverse work environment that is open and supportive of employees regardless of race, color, religion, sex, national origin, age, marital or veteran status, sexual orientation, the presence of a medical condition or disability, or any other legally protected status.

In Witness whereof, the Parties have executed this Agreement on the dates indicated.

EUGENE WATER & ELECTRIC BOARD

BETHEL SCHOOL DISTRICT

Contract Administrator

Signed

Name (Print or Type)

Name (Print or Type)

Division Manager

Title

Date

Date

Intergovernmental Agreement (IGA)

between

Eugene Water & Electric Board (EWEB) and Springfield School District
for Education Grant Funding

DOCUMENT No. 19-136

THIS Agreement is entered into this ____ day of _____, 2020, by and between **EUGENE WATER & ELECTRIC BOARD**, hereinafter called EWEB, and **SPRINGFIELD SCHOOL DISTRICT**, an organization of governments within Lane County, Oregon, hereinafter referred to as School District, in accordance with the authority granted the parties under ORS190.010. EWEB and School District may be referred to singularly as "Party" or collectively as the "Parties."

WHEREAS, EWEB has a long-standing track record of financial support to area schools and commitment to youth education focused on the development and responsible use of our energy and water resources;

WHEREAS, the EWEB education grant program supports both EWEB and School District by providing funding mechanisms for education activities directly connected with EWEB's mission;

WHEREAS, Parties agree that planned grant supported activities will focus on at least one of the following priority topics and that to the extent possible, such programs are repeatable and scalable:

- Cascadia subduction earthquake and household-scale emergency planning and preparation;
- Water: local source, watershed protection, water quality and conservation
- Energy: Pacific Northwest power supply mix, options for the future and pros and cons of different energy technologies
- Climate change: science, expected regional impacts and carbon reduction strategies

NOW THEREFORE, the Parties agree as follows:

1. The term of this Agreement shall commence on July 1, 2020 (or on the date signed by all Parties) and shall continue through August 31, 2025, as long as the parties continue to agree to the arrangement.
2. Upon final acceptance and approval by EWEB of School District's Annual Education Grant Proposal and subject to annual appropriation of funding by EWEB's Board of Commissioners, grant funds will be distributed to School District in the minimum amount of \$24,500 semi-annually (in January and July), resulting in a five year grant of \$245,000.
3. A minimum of ten percent of the total grant funds available yearly will be dedicated to an EWEB grant project coordinator.
4. On an annual basis, School District will provide a grant evaluation/financial report to be submitted no later than August 31 of each year:
 - a) EWEB staff will review the grant evaluation report and indicate whether the completed projects sufficiently address the approved grant proposal. The format and guidelines for the Education Grant Proposal are clearly identified in the Grant Proposal Guidelines document, attached hereto as Exhibit A, and by reference made a part of this Agreement, will serve as a basis for evaluating proposals and annual reports.

- b) If EWEB finds the grant-supported programs are not sufficiently aligned with the Board-approved priority topics, EWEB will promptly notify the School District in writing. School District will have the opportunity to revise its proposal for the remainder of the IGA term for review and re-consideration. Updated proposals must be submitted by November 15 for continuity of funding. Final approved versions of the grant proposals are needed before the grant funds will be authorized for use by the School District.
5. If, at the end of the term of this Agreement, School District has not expended all of the funds distributed by EWEB, School District shall return such funds to EWEB, unless School District requests an extension to complete the project and EWEB grants such extension.
6. EWEB, at its discretion, may publicize activities and projects funded by the grant as part of EWEB's public relations strategy. In addition, School District will acknowledge Eugene Water & Electric Board as a funding source on related project products, materials, equipment, and communications. At School District request, EWEB will provide "Funded by an EWEB Education Grant" self-adhesive labels in a variety of sizes to be used for these purposes (especially for purchased materials, equipment and supplies).
7. School District will cooperate in providing access to information and appropriate staff to update the EWEB on the current status and progress of ongoing grant projects. School District shall keep EWEB informed of any change in mailing address, grant coordinator staffing and contact information.
8. Term. This Agreement is effective upon full execution and remains in effect until August 31, 2025.
9. Termination. This Agreement may be terminated at any time, by mutual written consent of both parties. EWEB may also terminate this Agreement:
 - a. upon thirty (30) days' written notice to School District for School District's failure to comply with the grant requirements and timelines.
 - b. with at least ninety (90) days' written notice to School District should EWEB Board of Commissioners discontinue annual appropriation of grant funding.
10. Non-Appropriation of Funds: School District understands and agrees that EWEB's continuation of grant payments under this Agreement are contingent on EWEB receiving appropriations or other expenditure authority sufficient to allow EWEB, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
11. Limitation of Liabilities: Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and no prior commitment related to the subject of this Agreement, whether written or oral, shall be binding on either of the parties. No modification or change in the terms of this Agreement shall bind either Party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
13. Compliance with Law. By signing this Agreement, each Party assures the other that its program or activities provided for under this Agreement will be conducted in compliance with all Federal and State laws, rules, regulations and policies.

14. No Third Party Beneficiaries. EWEB and School District are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly or otherwise, to third persons.
15. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction in the State of Oregon to be illegal or in conflict with applicable law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforce as if the Agreement did not contain the particular term or provision held invalid.
16. Indemnification. To the extent permitted by the Oregon Constitution, Article XI, § 7, and the Oregon Tort Claims Act, ORS 30.260 et seq., each Party shall defend, save, hold harmless, and indemnify the other, its officers, employees, agents and volunteers, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses resulting from arising out of, or relating to any error, omission, breach of contractual duty, or act of the other Party, its officers, employees, agents or volunteers, in the performance of services under this Agreement to the manner and extent provided by Oregon law, provided that each Party provide the other with prompt notification in writing of any claim.
17. Force Majeure. All obligations under this Understanding may be suspended for so long as one or both parties are prevented from complying with the provisions of the Understanding by acts of God, the elements, riots, war, acts of federal, state, or local governments, agencies or courts, strikes, lock outs, damage to or destruction or unavoidable shut down of the necessary facilities or other matters beyond the reasonable control of the parties: Provided, however, that any party so prevented from complying with its obligations shall promptly notify the other party and shall exercise all due diligence to remove and overcome the cause of such inability to comply as soon as practicable.
18. Non-Discrimination. Each Party is an equal opportunity employer committed to fostering a diverse work environment that is open and supportive of employees regardless of race, color, religion, sex, national origin, age, marital or veteran status, sexual orientation, the presence of a medical condition or disability, or any other legally protected status.

In Witness whereof, the Parties have executed this Agreement on the dates indicated.

EUGENE WATER & ELECTRIC BOARD

SPRINGFIELD SCHOOL DISTRICT

Contract Administrator

Signed

Name (Print or Type)

Name (Print or Type)

Division Manager

Title

Date

Date

Intergovernmental Agreement (IGA)

between

Eugene Water & Electric Board (EWEB) and McKenzie School District
for Education Grant Funding

DOCUMENT No. 19-136

THIS Agreement is entered into this ____ day of _____, 2020, by and between **EUGENE WATER & ELECTRIC BOARD**, hereinafter called EWEB, and **McKENZIE SCHOOL DISTRICT**, an organization of governments within Lane County, Oregon, hereinafter referred to as School District, in accordance with the authority granted the parties under ORS190.010. EWEB and School District may be referred to singularly as "Party" or collectively as the "Parties."

WHEREAS, EWEB has a long-standing track record of financial support to area schools and commitment to youth education focused on the development and responsible use of our energy and water resources;

WHEREAS, the EWEB education grant program supports both EWEB and School District by providing funding mechanisms for education activities directly connected with EWEB's mission;

WHEREAS, Parties agree that planned grant supported activities will focus on at least one of the following priority topics and that to the extent possible, such programs are repeatable and scalable:

- Cascadia subduction earthquake and household-scale emergency planning and preparation;
- Water: local source, watershed protection, water quality and conservation
- Energy: Pacific Northwest power supply mix, options for the future and pros and cons of different energy technologies
- Climate change: science, expected regional impacts and carbon reduction strategies

NOW THEREFORE, the Parties agree as follows:

1. The term of this Agreement shall commence on July 1, 2020 (or on the date signed by all Parties) and shall continue through August 31, 2025, as long as the parties continue to agree to the arrangement.
2. Upon final acceptance and approval by EWEB of School District's Annual Education Grant Proposal and subject to annual appropriation of funding by EWEB's Board of Commissioners, grant funds will be distributed to School District in the minimum amount of \$11,000 semi-annually (in January and July), resulting in a five year grant of \$110,000.
3. A minimum of ten percent of the total grant funds available yearly will be dedicated to an EWEB grant project coordinator.
4. On an annual basis, School District will provide a grant evaluation/financial report to be submitted no later than August 31 of each year:
 - a) EWEB staff will review the grant evaluation report and indicate whether the completed projects sufficiently address the approved grant proposal. The format and guidelines for the Education Grant Proposal are clearly identified in the Grant Proposal Guidelines document, attached hereto as Exhibit A, and by reference made a part of this Agreement, will serve as a basis for evaluating proposals and annual reports.

- b) If EWEB finds the grant-supported programs are not sufficiently aligned with the Board-approved priority topics, EWEB will promptly notify the School District in writing. School District will have the opportunity to revise its proposal for the remainder of the IGA term for review and re-consideration. Updated proposals must be submitted by November 15 for continuity of funding. Final approved versions of the grant proposals are needed before the grant funds will be authorized for use by the School District.
5. If, at the end of the term of this Agreement, School District has not expended all of the funds distributed by EWEB, School District shall return such funds to EWEB, unless School District requests an extension to complete the project and EWEB grants such extension.
6. EWEB, at its discretion, may publicize activities and projects funded by the grant as part of EWEB's public relations strategy. In addition, School District will acknowledge Eugene Water & Electric Board as a funding source on related project products, materials, equipment, and communications. At School District request, EWEB will provide "Funded by an EWEB Education Grant" self-adhesive labels in a variety of sizes to be used for these purposes (especially for purchased materials, equipment and supplies).
7. School District will cooperate in providing access to information and appropriate staff to update the EWEB on the current status and progress of ongoing grant projects. School District shall keep EWEB informed of any change in mailing address, grant coordinator staffing and contact information.
8. Term. This Agreement is effective upon full execution and remains in effect until August 31, 2025.
9. Termination. This Agreement may be terminated at any time, by mutual written consent of both parties. EWEB may also terminate this Agreement:
 - a. upon thirty (30) days' written notice to School District for School District's failure to comply with the grant requirements and timelines.
 - b. with at least ninety (90) days' written notice to School District should EWEB Board of Commissioners discontinue annual appropriation of grant funding.
10. Non-Appropriation of Funds: School District understands and agrees that EWEB's continuation of grant payments under this Agreement are contingent on EWEB receiving appropriations or other expenditure authority sufficient to allow EWEB, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
11. Limitation of Liabilities: Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and no prior commitment related to the subject of this Agreement, whether written or oral, shall be binding on either of the parties. No modification or change in the terms of this Agreement shall bind either Party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
13. Compliance with Law. By signing this Agreement, each Party assures the other that its program or activities provided for under this Agreement will be conducted in compliance with all Federal and State laws, rules, regulations and policies.

14. No Third Party Beneficiaries. EWEB and School District are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly or otherwise, to third persons.
15. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction in the State of Oregon to be illegal or in conflict with applicable law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforce as if the Agreement did not contain the particular term or provision held invalid.
16. Indemnification. To the extent permitted by the Oregon Constitution, Article XI, § 7, and the Oregon Tort Claims Act, ORS 30.260 et seq., each Party shall defend, save, hold harmless, and indemnify the other, its officers, employees, agents and volunteers, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses resulting from arising out of, or relating to any error, omission, breach of contractual duty, or act of the other Party, its officers, employees, agents or volunteers, in the performance of services under this Agreement to the manner and extent provided by Oregon law, provided that each Party provide the other with prompt notification in writing of any claim.
17. Force Majeure. All obligations under this Understanding may be suspended for so long as one or both parties are prevented from complying with the provisions of the Understanding by acts of God, the elements, riots, war, acts of federal, state, or local governments, agencies or courts, strikes, lock outs, damage to or destruction or unavoidable shut down of the necessary facilities or other matters beyond the reasonable control of the parties: Provided, however, that any party so prevented from complying with its obligations shall promptly notify the other party and shall exercise all due diligence to remove and overcome the cause of such inability to comply as soon as practicable.
18. Non-Discrimination. Each Party is an equal opportunity employer committed to fostering a diverse work environment that is open and supportive of employees regardless of race, color, religion, sex, national origin, age, marital or veteran status, sexual orientation, the presence of a medical condition or disability, or any other legally protected status.

In Witness whereof, the Parties have executed this Agreement on the dates indicated.

EUGENE WATER & ELECTRIC BOARD

MCKENZIE SCHOOL DISTRICT

Contract Administrator

Signed

Name (Print or Type)

Name (Print or Type)

Division Manager

Title

Date

Date

**RESOLUTION NO. 1939
DECEMBER 2019**

**EUGENE WATER & ELECTRIC BOARD
AUTHORIZING GENERAL MANAGER TO
NEGOTIATE MEMORANDUM OF UNDERSTANDING
RELATED TO REAL PROPERTY**

WHEREAS, the Eugene Water & Electric Board (“EWEB”) holds title to real property in the name of the City of Eugene, a municipal corporation, by and through the Eugene Water & Electric Board being comprised of three parcels, each legally described in the attached Exhibit A, Exhibit B and Exhibit C and hereinafter referred to as the “Former Manufactured Gas Plant (MGP)” property;

WHEREAS, EWEB staff has evaluated the MGP property as no longer needed for utility purposes and that planning may proceed for potential future sale subject to formal designation as surplus by the EWEB Board of Commissioners;

WHEREAS, the provisions of ORS 271.310 authorize EWEB to sell real property within its possession or control if the real property is no longer needed for its public use or EWEB determines that the sale is in the public interest;

WHEREAS, if the MGP property were designated for disposal by EWEB, then Eugene Code 2.196 provides the City of Eugene with the first opportunity to negotiate for purchase of the MGP property for other municipal purposes;

WHEREAS, the MGP property is subject to environmental remediation measures described in the Oregon Department of Environmental Quality (DEQ) Record of Decision (ROD) for the Eugene Manufactured Gas Plant (Former) EWEB-owned Portion (ECSI No.1723) dated January 5, 2015;

WHEREAS, EWEB believes that the ratepayers’ interest is served by timely transfer of the MGP property in accordance with certain criteria after completion of remediation measures; and

WHEREAS, the EWEB Commissioners have had the opportunity to address anticipated terms and conditions with those designated to negotiate the real property transactions during the course of executive session in accordance with ORS 192.660(2)(e).

NOW, THEREFORE, BE IT RESOLVED by the Eugene Water & Electric Board that:

The General Manager is hereby authorized to negotiate terms and conditions for the potential post-remediation transfer of the MGP property to the City of Eugene under the guidance provided by the Board in executive session. Negotiation of such terms and conditions shall be non-binding and expressly subject to and conditioned upon future presentation to the Board for determination whether to declare the MGP property as no longer needed for utility purposes and ready for disposal. The General Manager is authorized to execute non-binding documents of understanding on behalf of EWEB necessary for presenting anticipated terms and conditions of a potential post-remediation property sale transaction for the Board’s consideration.

DATED this 3rd day of December, 2019.

THE CITY OF EUGENE, OREGON
Acting by and through the
Eugene Water & Electric Board

President

I, ANNE M. KAH, the duly appointed, qualified and acting Assistant Secretary of the Eugene Water & Electric Board, do hereby certify that the above is true and exact copy of the Resolution adopted by the Board in its December 3rd, 2019 Regular Board Meeting.

Assistant Secretary

EXHIBIT "A"

ADJUSTED PROPERTY 1 2019-028593 LANE COUNTY OREGON DEED RECORDS

SITUATED in the Northwest 1/4 of Section 32 in Township 17 South, Range 3 West of the Willamette Meridian in the City of Eugene, Lane County Oregon and described as follows:

BEING (a) a portion of the lands that were conveyed to the City of Eugene, by and through the Eugene Water and Electric Board, an Oregon municipal utility, and described as "Adjusted Property 2" in that certain "Declaration of Property Line Adjustment Deed 8" that was recorded April 17, 2018 at Reception Number 2018-017632 in Lane County Oregon Deed Records; and (b) a portion of the lands that were conveyed to the City of Eugene, by and through the Eugene Water and Electric Board, an Oregon municipal utility, in that certain Quitclaim Deed that was recorded in 1976 in Reel 777R at Reception Number 7601834 in Lane County Oregon Deed Records. The perimeter boundary of said lands is more particularly described as follows:

BEGINNING at the most easterly corner of "Adjusted Property 1" of said "Declaration of Property Line Adjustment Deed 8", which corner is marked by a 2-1/2" mag nail with 1-1/2" brass washer marked "EGR & ASSOC."; Thence, leaving said POINT OF BEGINNING and running northeasterly along the northwest line of said "Adjusted Property 2 of Declaration of Property Line Adjustment Deed 8", the following one numbered course: (1) North 40° 31' 00" East 54.99 feet, more or less, to the left bank of the Willamette River. Thence, southeasterly along said left bank of the Willamette River, the following eleven numbered course: (2) South 49°25'05" East 30.55 feet, (3) South 53°03'22" East 67.56 feet, (4) South 53°50'47" East 21.66 feet, (5) South 48°58'24" East 44.76 feet, (6) North 85°13'45" East 18.50 feet, (7) South 62°06'06" East 35.54 feet, (8) South 59°42'16" East 42.83 feet, (9) South 46°35'25" East 44.33 feet, (10) South 39°13'52" East 49.00 feet, (11) South 57°17'19" East 44.51 feet, and (12) South 62°38'48" East 16.31 feet to a point that is marked by an iron pin [as called Rec. No. 7601834] in that lies on the east line of said lands that were conveyed in Reception Number 7601834; Thence, southerly along said east line, the following one numbered course: (13) South 01°45'18" West 44.89 feet to the southeast corner of said lands that were conveyed in Reception Number 7601834, which corner is marked by an iron pin [as called Rec. No. 7601834]; Thence, in a general westerly direction along the general southwesterly lines of said lands that were conveyed in Reception Number 7601834, the following four numbered courses: (14) North 64°05'27" West 52.09 feet to a point that is marked by an iron pin [as called Rec. No. 7601834], (15) South 87°20'18" West 54.91 feet to a point that is marked by an iron pin [as called Rec. No. 7601834], and (16) North 40°02'42" West 115.74 feet to a point that is marked by an iron pin [as called Rec. No. 7601834], and (17) South 40°36'18" West 42.08 feet to a point that is marked by an iron pin [as called Rec. No. 7601834]; Thence, leaving said general southwesterly line of said lands that were conveyed in Reception Number 7601834, along the northwest line of the lands that were conveyed to the City of Eugene, by and through the Eugene Water and Electric Board, an Oregon municipal utility, in that certain Warranty Deed that was recorded March 25, 1976 in Reel 787R at Reception Number 7613750 in Lane County Oregon Deed Records, the following one numbered course: (18) South 40°36'18" West 218.47 feet to a point that lies on the northeast right-of-way line of the Southern Pacific Company Railroad; Thence, northwesterly along said right-of-way line, the following two numbered courses: (19) North 54°59'28" West 12.23 feet, and (20) North 52°18'58" West 60.21 feet to a point that is

Exhibit "A" (Cont)

marked by a 5/8" x 15" rebar with orange plastic cap marked "EGR & ASSOC."; Thence, northeasterly and leaving said right-of-way line, crossing through said "Adjusted Property 2 of Declaration of Property Line Adjustment Deed 8" and into said lands that were conveyed in Reception Number 7601834, the following one numbered course: (21) North 40°23'37" East 246.90 feet to a point that is marked by a 5/8" x 30" rebar with orange plastic cap marked "EGR & ASSOC."; and Thence northwesterly from last said point, the following one numbered course: (22) North 50°39'06" West 156.92 feet Returning to the POINT OF BEGINNING and containing 44,320 square feet, more or less.

Bearings and distances shown hereon are taken and derived from data as shown on the Survey Maps by (a) James W. Colton that was filed March 25, 2016 as County Survey File Number 43582 and (b) EGR & Associates, Inc. that was filed April 23, 2018 as County Survey File Number 44308.

July 16, 2019
REGISTERED
PROFESSIONAL
LAND SURVEYOR
[Signature]
OREGON
JULY 20, 1993
REX A. BETZ
#2606
Lic. Exp. 12/31/19

EXHIBIT "A"
ADJUSTED PROPERTY 1
2019-028593

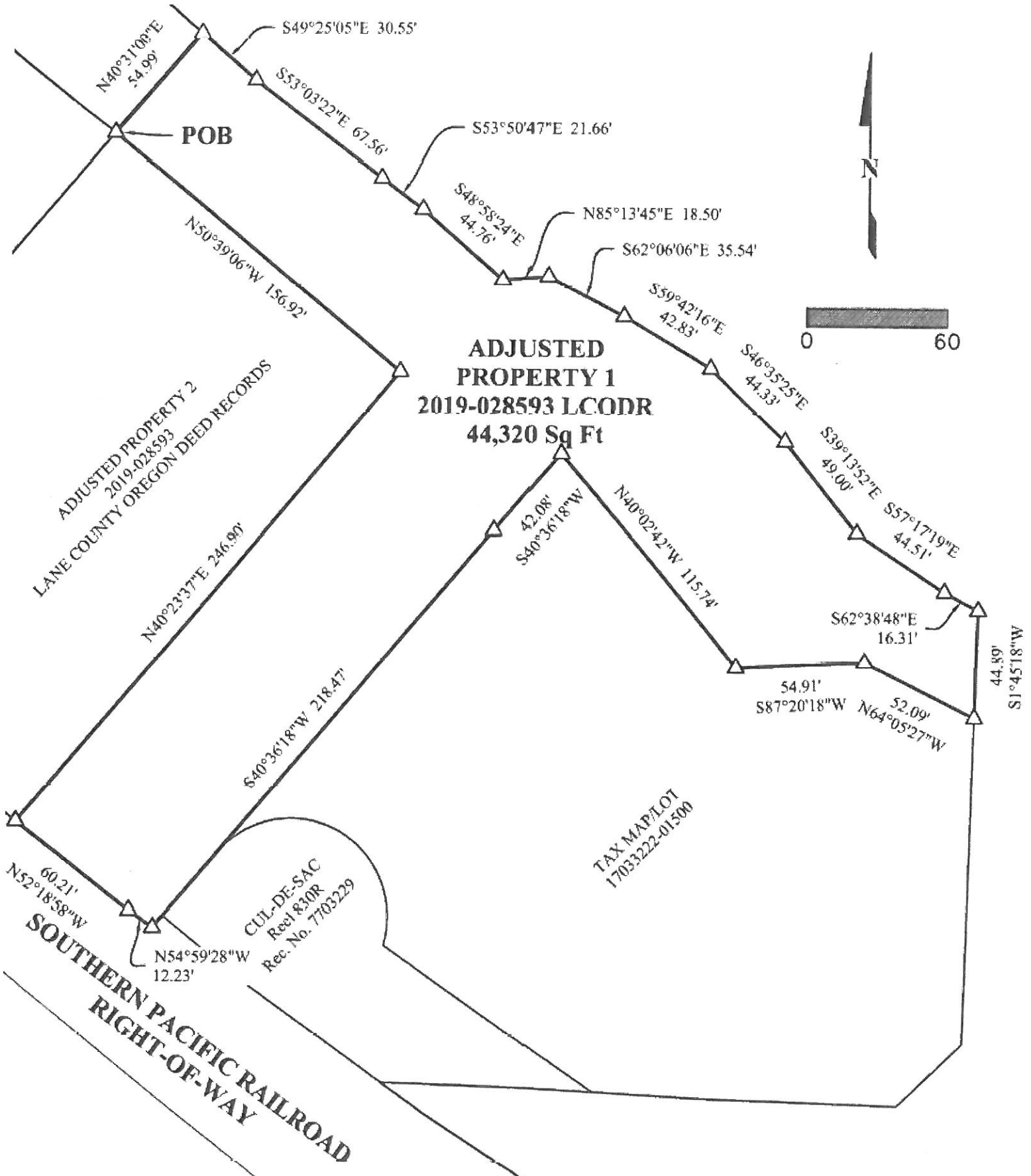


EXHIBIT B

TAX MAP 17-03-32-22, TAX LOT 1500

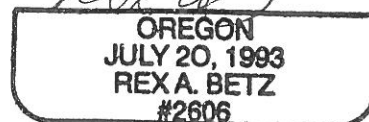
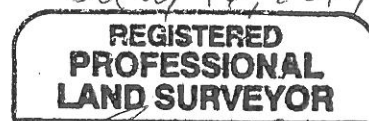
Situated in the City of Eugene, Lane County, Oregon in the Northwest 1/4 of Section 32 in Township 17 South, Range 3 West of the Willamette Meridian and described as follows:

Being a portion of the lands that were conveyed to the City of Eugene, a municipal corporation, for the use and benefit of the Eugene Water and Electric Board, in the Warranty Deed that was recorded March 25, 1976 in Reel 787R at Reception Number 7613750 in Lane County Oregon Deed Records. The perimeter of which portion is described more particularly as follows:

Commencing at the iron rod set in a concrete monument at the intersection of Hilyard Street and East 9th Avenue; thence South 88°12'48" East 148.53 feet to a point; thence North 1°47'12" East 367.33 feet to a point marked by a railroad spike; and thence North 1°45'12" East 59.94 feet to the **True Point of Beginning** of the portion being described herein.

Thence, leaving said **True Point of Beginning**, and running along the perimeter boundary of said lands that were conveyed in Reception Number 7613750 the following seven numbered courses: (1) South 88°14'42" East 86.03 feet to point marked by an iron pin; (2) North 46°45'18" East 38.00 feet to point marked by an iron pin; (3) North 01°45'18" East 135.76 feet to point marked by an iron pin on the left bank of the Willamette River; (4) along said left bank of the Willamette River North 64°05'27" West 52.09 feet to a point on said left bank that is marked by an iron pin; (5) South 87°20'18" West 54.91 feet; (6) North 40°02'42" West 115.74 feet; and (7) South 40°36'18" West 219.62 feet to a point of cusp at the beginning of a non-tangent curvature to the right that lies at the northwesterly point of curvature in the curved portion of the general northeast lines of the lands that were conveyed to the City of Eugene, Oregon, in that certain Deed that was recorded January 18, 1977 in Reel 830R at Reception Number 7703299 in Lane County Oregon Deed Records; thence, in a general southeasterly direction and along said general northeast lines of the lands that were conveyed in said Reception Number 7703299 the following two numbered courses: (8) along said non-tangent curve to the right, having a radius center that bears South 49°23'42" East 41.00 feet, a central angle of 155°37'25", and a long chord of South 61°34'42" East 80.15 feet, an arc distance of 111.36 feet to a point of non-tangent line; and (9) along said non-tangent line South 55°15'42" East 106.31 feet to the most easterly corner of said lands that were conveyed in Reception Number 7703299, which corner lies on the south line of aforecalled lands that were conveyed in Reception Number 7613750; and thence along said south line the following one numbered course: (10) South 86°47'02" East 43.50 feet **returning to the True Point of Beginning** and containing 49,733 square feet, more or less.

Bearings as shown on the Survey Map by James W. Colton that was filed March 25, 2016 as County Survey File Number 43582 were used as the basis of bearings used in the above description.



Lic. Exp 12/31/19

EXHIBIT "B"

TAX MAP 17-03-32-22, TAX LOT 1500

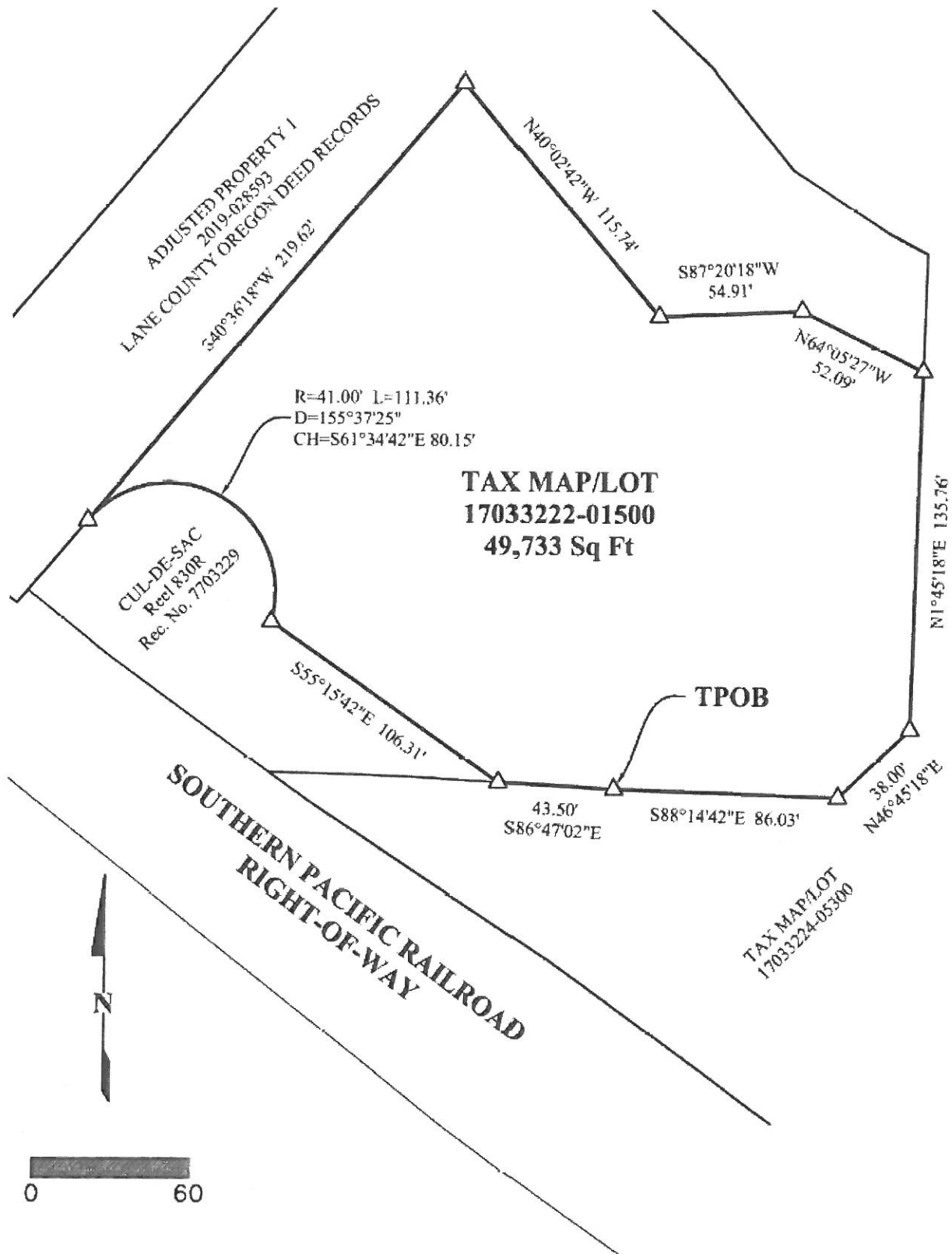


EXHIBIT C

CUL-DE-SAC AREA LYING SOUTHWEST OF TAX MAP 17-03-32-22, TAX LOT 1500

Situated in the City of Eugene, Lane County, Oregon in the Northwest 1/4 of Section 32 in Township 17 South, Range 3 West of the Willamette Meridian and described as follows:

Being a portion of the lands that were conveyed to the City of Eugene, a municipal corporation, for the use and benefit of the Eugene Water and Electric Board, in the Warranty Deed that was recorded March 25, 1976 in Reel 787R at Reception Number 7613750 in Lane County Oregon Deed Records. The perimeter of which portion is described more particularly as follows:

Commencing at the iron rod set in a concrete monument at the intersection of Hilyard Street and East 9th Avenue; thence South $88^{\circ}12'48''$ East 148.53 feet to a point; thence North $1^{\circ}47'12''$ East 367.33 feet to a point marked by a railroad spike; thence North $1^{\circ}45'12''$ East 59.94 feet to the true point of beginning of said lands that were conveyed in Reel 787R, Reception Number 7613750; and thence North $86^{\circ}47'02''$ West 43.50 feet to the **True Point of Beginning** of the portion being described herein.

Thence, leaving said **True Point of Beginning**, North $86^{\circ}47'02''$ West 28.11 feet to a point marked by an iron pin; thence continuing North $86^{\circ}47'02''$ West 4.86 feet to a point marked by an iron pin; thence North $88^{\circ}14'48''$ West 55.04 feet to a point on the north line of the Southern Pacific Railroad right-of-way; thence northwesterly along said north line: North $54^{\circ}25'16''$ West 76.25 feet and North $51^{\circ}02'11''$ West 39.09 feet; thence North $40^{\circ}37'29''$ East 34.57 feet to the beginning of a tangent curvature to the right; thence along said tangent curve to the right, having a radius center that bears South $49^{\circ}23'42''$ East 41.00 feet, a central angle of $155^{\circ}37'25''$, and a long chord of South $61^{\circ}34'42''$ East 80.15 feet, an arc distance of 111.36 feet to a point of non-tangent line; and thence along said non-tangent line South $55^{\circ}15'42''$ East 106.31 feet **returning to the True Point of Beginning** and containing 8,520 square feet, more or less.

Bearings as shown on the Survey Map by James W. Colton that was filed March 25, 2016 as County Survey File Number 43582 were used as the basis of bearings used in the above description.

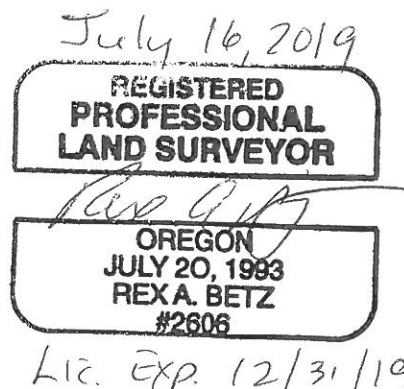


EXHIBIT C

CUL-DE-SAC AREA
LYING SOUTHWEST OF TAX MAP 17-03-32-22, TAX LOT 1500

