

## **EWEB Board Consent Calendar Request**

*For Contract Awards, Renewals, and Increases*

The Board is being asked to approve the use of a cooperative contract with **Aramark** for **Linen and Laundry Services**.

Board Meeting Date: 11/2/2020

Project Name/Contract #: Linen and Laundry Services/Aramark Cooperative Contract WSDDES #01715

Primary Contact: Rod Price Ext.7122

Previous Spend: \$181,000 from 2015 to 2020

Amount of this Request: \$ 66,000 for 2020 to 2024

**Resulting Cumulative Total: \$247,000 for 2015 to 2024**

Narrative:

EWEB has been using Cooperative Contract #01715 between the State of Washington and Aramark to receive various laundry services across the utility. Contract #01715 was competitively solicited, awarded, and is managed by the State of Washington. Services received by multiple departments include laundry of coveralls, uniforms, and towels, and cleaning of mats and mops. Initial use of the contract began prior to Board Approval of Cooperative Contracts in 2015 and a recent audit of spend indicates that prior purchases under the contract are approximately \$181,000.

With the cooperative contract set to expire March 31, 2024, the board is being asked to authorize the continued use of the cooperative contract with an estimated total spend of \$66,000 from now until the contract expiration date.

### **ACTION REQUESTED:**

Management requests the Board approve the use of Cooperative Contract #01715 with **Aramark** and for **Linen & Laundry Services**. If approved, services will continue to be used by various departments with Support Services and Water Operations being the primary users. The 2020 O&M budgets for these departments are \$13 million and \$14.2 million, respectively. 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 an increase in the amount of the 5-Year Master Services Agreement with **Cascade Pacific Resource Conservation & Development (CPRCD)** for fiscal management of the Pure Water Partners (PWP) Program.

Board Meeting Date: 11/2/2020

Project Name/Contract #: Pure Water Partners Program Fiscal Management/Contract # 19-138-S

Primary Contact: Rod Price Ext. 7122

### **Contract Amount**

Original Contract Amount: \$70,000 for fiscal management of \$630,000 expected spend in the (PWP) program

Additional \$ Previously Approved: \$0

Invoices over last approval: \$0

Percentage over last approval: 0%

Amount this Request: \$232,000

**Resulting Cumulative Total: \$92,000 for fiscal management of \$840,000 expected spend in the (PWP) program**

### **Contracting Method:**

Method of Solicitation: Direct Negotiation/Sole Source No.357-1

If applicable, basis for exemption: EWEB Rule 3-0275(1)

Term of Agreement: 5-Years

Option to Renew? No

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

Proposals/Bids Received (Range): \$140,000 per year+\$100,000 for Amendment 1 + \$132,000 for Amendment 2

Selection Basis: Direct Negotiation

Narrative:

### Operational Requirement and Alignment with Strategic Plan

The Holiday Farm fire burned over 170,000 acres in the middle McKenzie Watershed. EWEB plans to leverage the existing relationships within the PWP program and framework to quickly and efficiently support burn assessment, and erosion control and soil stabilization design and implementation activities in the watershed.

CPRCD provides fiscal management of the Pure Water Partners program and allows for efficient use of EWEB funds for protection of riparian and floodplain forests and provides the programmatic infrastructure that supports partner funding for restoration of degraded areas.

### Contracted Goods or Services

The activities to be provided under this Amendment includes engaging and recruiting landowners for responsible management of burn areas, conducting floodplain, riparian, and other critical area burn assessments, designing erosion and soil stabilization recommendations, tracking and documenting design implementation, and fiscal management. Burn assessments and erosion control/soil stabilization designs will be conducted on over 150 properties that are a priority for protecting water quality from winter storm impacts. The cost per property to do this work depends on many factors (e.g., burn severity, size of property, and site characteristics), but is expected to range from \$500 to \$1,000.

### Prior Contract Activities

CPRCD has worked with EWEB on a variety of water protection projects over the past 7 years. The current contract was set up as a Master Service Agreement to govern the Terms and Conditions of our engagement. The Scope of Work assigned under this contract is issued as Task Orders with the work and costs negotiated and

agreed to in advance and within the Board Approved limits. The first three tasks were included on the Board Consent in November 2019. Since that time, we have issued an additional task order #4 for support activities for the Upper Willamette Urban Waters Partnership to implement green infrastructure projects to treat urban runoff and added \$100,000 to the total contract value. Task #5 has been negotiated and if approved will exceed the last amount approved by the Board by 33%. The total spend so far under the contract is \$27,188.

#### Purchasing Process

This contract was directly negotiated with CPRCD based on the unique relationships and tools they coordinate to support source protection activities in the McKenzie Watershed that aligns with EWEB's strategic initiatives.

#### Competitive Fair Price (If less than 3 responses received)

CPRCD provides fiscal management services for the Pure Water Partners program and receives 10% of funds passing through the watershed conservation fund for PWP payments to landowners or partner programmatic activities. CPRCD has a federally determined indirect rate of 11.3% by the U.S. Forest Service.

#### **ACTION REQUESTED:**

Management requests the Board approve increasing the contract fiscal management services of the Pure Water Partners Program. The contract value for CPRCD is approximately \$92,000. PWP activities to be administered under this contract will be covered 50% from the Source Water Protection Program of the Water Division budget and 50% from the Generation portion of the Electric Energy Division budget. For PWP activities administered under this contract in support of watershed recovery efforts (Amendment #2), approximately \$120,000 was planned for in the Water Division 2020 budget of \$19.1 million. A budget amendment has allocated funds from water surplus and cash reserves to fund the Holiday Farm fire response for watershed recovery and restoration at the October Board Meeting.

## **EWEB Board Consent Calendar Request**

*For Contract Awards, Renewals, and Increases*

The Board is being asked to approve a new services contract with **Link Oregon** for **Internet Services**.

Board Meeting Date: November 2, 2020  
Project Name/Contract #: Internet Services/20-201-S  
Primary Contact: Travis Knabe Ext. 7770

### **Contract Amount:**

Original Contract Amount: \$225,000 (Over 5 Years)  
Additional \$ Previously Approved: \$0  
Invoices over last approval: \$0.00  
Percentage over last approval: 0%  
Amount this Request: \$225,000  
**Resulting Cumulative Total: \$225,000 (Est. \$45,000 per year over 5 years)**

### **Contracting Method:**

Method of Solicitation: Sole Source  
If applicable, basis for exemption: EWEB Rule 3-0275  
Term of Agreement: June 30, 2025. Renewable up to 3 additional years  
Option to Renew? Yes  
Approval for purchases "*as needed*" for the life of the Contract Yes  No   
Proposals/Bids Received (Range): Direct Negotiation  
Selection Basis: Sole Source

### **Narrative:**

#### Operational Requirement and Alignment with Strategic Plan

Link Oregon is an Internet Service Provider (ISP) who provides high-speed, fiber optic broadband connectivity to Oregon's public and non-profit sectors. Link Oregon allows EWEB a unique opportunity to participate in a high-speed, high-capacity, fiber-optic network allowing for enhanced collaboration and data sharing with government agencies across Oregon. Link Oregon's fiber network has a diverse path from our other ISP, which provides EWEB with physical path redundancy. This is critical for business continuity.

#### Contracted Goods or Services

EWEB is purchasing internet services. Link Oregon was established as a non-profit consortium in 2019 in affiliation with Oregon state government (through Oregon's Enterprise Information Services), Oregon Health & Science University, Oregon State University, Portland State University, and the University of Oregon. Link Oregon provides a public broadband network to Oregon agencies through a high-capacity, resilient network service platform.

Prior Contract Activities

EWEB previously purchased internet services from the Network for Engineering and Research in Oregon (NERO) group. NERO is now a member of the larger consortium, Link Oregon. EWEB has leveraged NERO’s unique services for the last few decades, prior to the formation of Link Oregon.

Contract No.	Services	Board Approval Date	Contract Term	Original Contract Amount	Final Contract Amount
N/A	Internet Services - NERO	N/A	7 years	\$99,700	\$99,700
N/A	Internet Services – Link Oregon	N/A	1 year	\$15,000	\$15,000

Purchasing Process

Public entities wishing to purchase internet services from Link Oregon sign Link Oregon’s member agreement. Purchasing and Enterprise Risk staff have reviewed the agreement and have negotiated agreeable terms.

Competitive Fair Price

Information Services staff have evaluated EWEB’s bandwidth needs, including additional capacity required to support a distributed workforce, and heavier presence in Cloud Technologies. EWEB’s back-up ISPs each charge \$12,000 - \$13,000 per year, but neither can provide the high-speed, high-capacity, fiber-optic network needed to meet EWEB’s needs.

**ACTION REQUESTED:**

Management requests the Board approve a new services contract **with Link Oregon for Internet Services.** Costs for Internet connectivity are planned and budgeted as part of the IS Department O&M budget of \$11.1 million. Variances will be managed within the budget process and Board policy.

## EWEB Board Consent Calendar Request

*For Contract Increases*

The Board is being asked to approve additional funds for meter installation services with **Sensus USA Inc.** as part of our Advanced Metering Infrastructure (AMI) Implementation project.

Board Meeting Date: 11/2/2020

Project Name/Contract #: Advanced Metering Infrastructure Implementation/ 013-2011

Primary Contact: Rod Price Ext. 7122

### **Contract Amount:**

Original Contract Amount: \$20.5 million

Term of Agreement: **8 years**

Additional \$ Previously Approved: \$ 0

Invoices over last approval: \$0

Percentage over last approval: 0%

Amount this Request: \$2.6 million

**Resulting Cumulative Total:** \$23.1 million

### **Contracting Method:**

Method of Solicitation: Formal RFP

If applicable, basis for exemption: n/a

Option to Renew? yes

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

Selection Basis: Highest ranked proposer

Narrative:

### Operational Requirement and Alignment with Strategic Plan

The Board is being asked to approve an increase to the AMI Implementation contract for services to support the Electric Meter Deployment Project. At the October Board meeting, Staff provided an informational memo to provide an update and status of the overall AMI Program. The memo included scope and status of the remaining water and electric meter installation. As discussed, EWEB's internal labor resources are not adequate to install electric meters by the target completion date of end of Q1 2022. Furthermore, the current methods and systems used to plan, install and integrate new meters would not be able to efficiently support an installation rate needed to meet that target date (approximately 1,000 per week).

Staff have negotiated a contract with Sensus to provide installation services through their Subcontractor Utility Partners of America (UPA). The project will include the installation of the remaining 55,000 single-phase electric meters. EWEB internal labor will continue to install three-phase meters and other meters that have special conditions. This contract will support EWEB's strategic efforts to meet the target date of Q1 2022 to complete electric meter installations.

### Contracted Goods or Services

Services include: installation services, contract management, field-project management, inventory management, data management, and a quality assurance program.

### Purchasing Process

EWEB completed an RFP process for selecting a contractor to provide Advanced Metering Infrastructure (AMI) Technical and Cost Proposals in 2011. The original solicitation included installation services and Sensus' proposal offered installation services. EWEB determine it would self-perform that work initially, however as the implementation process changed, staff reengaged with Sensus to determine if they could meet our needs in providing these services. The additional work will be an increase to the AMI contract and was directly negotiated with Sensus and their installation subcontractor UPA.

UPA has vast experience working with Sensus on mass deployment projects and EWEB staff have conducted and received several positive industry references. The negotiated fee for this work is \$2.6 million, which averages a cost of \$47/meter installation, an amount that is within 10% of EWEB's historical per-meter cost of \$43 (including 28% overhead and internal process support labor).

### Prior Contract Activities

EWEB contracted with Sensus USA Inc in 2015 for the AMI Implementation contract. Staff has been pleased with Sensus' work and consulting during the implementation of the original project, and the transition to the opt-out approach. They have significant knowledge of EWEB's processes and vast experience with installation services through their subcontractor UPA. Staff believe it's in the best interest of EWEB and our customer-owners to contract with Sensus for the meter deployment project.

### **ACTION REQUESTED:**

Management requests the Board approve an increase to the contract for services to support the meter deployment project.



# MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

*Rely on us.*

TO: Commissioners Mital, Schlossberg, Helgeson, Brown and Carlson  
FROM: Julie McGaughey, Chief Customer Officer; Jeannine Parisi, Customer Relationship Manager  
DATE: October 23, 2020  
SUBJECT: Intergovernmental Agreement for Billing Services  
OBJECTIVE: Board Action

---

## **Issue**

The Board is being asked to authorize the General Manager to enter/approve an Intergovernmental Agreement (IGA) with the City of Eugene for Collection of City Stormwater and Wastewater Service Charges.

## **Background**

City Charter Section 44, Part 5 requires EWEB to bill and collect the City service charges for ‘collecting and disposing of liquid and solid wastes,’ otherwise known as stormwater and wastewater charges. Eugene Code allows EWEB to withhold a reasonable fee for its actual costs of billing, collecting, and remitting these charges to the City. This fee, as well as roles and responsibilities, non-disclosure requirements, and other stipulations are documented in an IGA. The IGA was last updated in November 2013 and expires this month (November).

## **Discussion**

Representatives from the City of Eugene and EWEB have met numerous times over the past several months to develop an updated IGA reflecting current billing practices and other minor changes. The methodology used to calculate the per-bill fee charged to the City for collection of stormwater and wastewater charges needed revision to align with current accounting practices and available data. The intent was to establish a methodology that was greatly simplified, fair, and repeatable.

In general, the per bill fee is based on a proportional share of EWEB’s billing costs, such as customer service, meter reading, information technology, vendor contracts and direct billing costs like postage. It should be noted that the per bill charge also includes the City’s full participation in EWEB’s Customer Care program. The methodology now applies EWEB’s standard indirect overhead charge as well.

The resulting per bill fee is slightly higher than the previously calculated cost. While the number of bills with City charges fluctuates monthly, it is estimated that EWEB will receive about \$1.15 M in 2021, with CPI adjustments automatically applied each year. Due to a number of variables that could materially impact EWEB’s billing costs, a mid-point evaluation is planned during the five-year term of the IGA. See Attachment A for the proposed Utility Service Charge Collection IGA.



**Recommendation**

Both parties have negotiated an updated agreement in good faith recognizing that there are efficiencies gained with a shared billing process and that the new bill and other customer experience improvements can support other goals, including clear identification of city charges on the bill.

**Requested Board Action**

Management requests Board approval authorizing the General Manager to approve the Utility Service Charge Collection IGA with the City of Eugene.

**INTERGOVERNMENTAL AGREEMENT (IGA)  
UTILITY SERVICE CHARGE COLLECTION**

**Between:** The City of Eugene, a unit of local government of the State of Oregon  
**And:** The Eugene Water & Electric Board, a municipal utility of the City of Eugene  
**CONTRACT NO.: 2020-02**

The City of Eugene, (City) and the Eugene Water & Electric Board (EWEB), are collectively referred to as the “Parties”.

**WHEREAS:**

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform;
- B. Per Eugene City Charter Section 44 Part 5, the City Council may require EWEB to bill and collect the city service charges for collecting and disposing of liquid and solid wastes, otherwise known as stormwater and wastewater charges;
- C. Per Eugene Code 6.436 Charges – Cost of Collection, the water utility collecting the sewer service charges may withhold from payments received a reasonable fee for its actual costs of billing, collecting and remitting stormwater and wastewater service revenue. The fee is based on a proportional share of EWEB’s actual billing costs and established by agreement between the Parties.
- D. The Parties find that shared billing of utility services facilitates efficient and cost-effective delivery of services to the public and revenue collection;

**NOW THEREFORE:**

The City desires to enter into a contract with EWEB for the purpose of providing billing services as described herein and EWEB will provide such services per the terms and conditions set forth in this Agreement.

**AGREEMENT**

- 1. EWEB agrees to provide the following services (the “Work”):
  - 1.1. Billing and collection for local and regional wastewater and stormwater user charges.
    - 1.1.1. Customer payments are allocated across all unpaid charges, paying oldest charges first; per policy EWEB does not allocate payments to include or exclude specific charges.
  - 1.2. Monthly remittance of stormwater and wastewater charges to the City. Credit card fees, write-offs for uncollectable balances, and the agreed to per-bill fee will be deducted from

this remittance.

- 1.3. Provide access to billing system and other necessary integrated systems to designated City staff for purposes of reviewing account information, making adjustments to City stormwater and wastewater accounts, and providing customer service to City stormwater and wastewater customers.
    - 1.3.1. Access permissions to specific systems for City staff will be defined by business purpose and user needs.
  - 1.4. Routine data transfers for use in the City's utility administration management information system. Except for extenuating circumstances, transfers will be conducted on a daily basis.
  - 1.5. At least one opportunity each year to include information in customer bills about City stormwater and wastewater rates and services. The City is responsible for all related incremental costs including shipping the information to the bill print vendor.
  - 1.6. Opportunities for City utility administration and other designated staff to participate in trainings, upgrades and design modifications to the billing system and other integrated systems/programs.
  - 1.7. Maintenance, upgrades and timely troubleshooting and repair of billing and accessory systems as needed for implementation of this agreement.
    - 1.7.1. Implementation of data security, back-up and recovery procedures consistent with industry standards and best practices.
  - 1.8. Perform updates as necessary to reflect adjustments to City charges and/or changes to charge descriptions in support of accurate billing.
2. Term. Upon the signature of all parties, this Agreement is effective on November 1, 2020 and is renewable for two succeeding five-year terms upon written 90-day notice and agreement that both Parties intend to renew the Agreement. Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate on October 31, 2025.
  3. Per-Bill Cost Methodology. The City and EWEB agree that the methodology used to calculate a per-bill cost is attached to and made part of this Agreement by reference as Attachment A.
    - 3.1. The initial rate upon execution of this contract will be \$1.62 per billing. This cost will be adjusted annually based on the West Class A CPI as of the prior April, with changes taking effect in July.
    - 3.2. Parties agree to a mid-point re-assessment of the per-bill fee calculation to account for anticipated changes in cost that could materially affect the charge. Any agreed-upon changes from this mid-point evaluation would apply to the July 2023 remittance statement.

- 3.3. Parties agree that changes to the per-bill fee, whether for annual CPI or other adjustments, do not constitute or require an amendment to the Agreement.
4. Other Payment Considerations.
- 4.1. The Parties agree that bill payment assistance for limited income customers is a shared value and that contributions from the City to support this program relative to storm water and wastewater charges will be included in the per-bill cost.
- 4.2. EWEB reserves the right to request compensation from the City for a portion of costs associated with, but not limited to, major billing system upgrades, system acquisitions, and other items that directly benefit stormwater and wastewater fee collection. This could include, but not be limited to, a lump sum fee for services, per-bill additional cost, or a pass-through cost to a third-party vendor.
5. Contract Administration. Each Party designates the following as its representative for purposes of administering this contract:
- EWEB: Jeannine Parisi, Customer Relationship Manager  
Jeannine.parisi@eweb.org
- City: Susan Weixelman, Public Works Financial Manager  
SWeixelman@eugene-or.gov
- Either Party may change its designated representative by giving appropriate notice to the other Party as provided for in this contract.
6. Termination. The Parties may jointly agree to terminate this Agreement at any time with twelve months written agreement documenting mutual consent.
- 6.1. In the event of termination, City shall pay EWEB for work performed to the date of termination and EWEB shall create a final remittance payment statement for City.
7. Records/Inspection. Upon execution, EWEB shall maintain records of its charges to City under this Agreement in accordance with applicable State or Federal record retention requirements.
- 7.1. With reasonable advance notice and workload coordination, City or its authorized representatives may from time to time inspect, audit and make copies of EWEB records related to this Agreement.
8. Confidentiality/Non-Disclosure. EWEB requires Non-Disclosure Agreements (NDA) covering all City of Eugene staff that will have access to EWEB customer information. The NDA, attached to and made part of this Agreement by reference as Attachment B, must be completed and returned to EWEB's Contract Administrator.
- 8.1. If requested, the City shall provide to EWEB a copy of its policies, procedures and/or training designed to detect, prevent, and mitigate the risk of identity theft that may arise in the performance of this Agreement.
9. Remote and Mobile Access Policy. To ensure that a secure method of system access and data transfer is provided between Parties, the City agrees to follow the provisions set forth in the

Remote and Mobile Access Policy, attached to this Agreement by reference as Attachment C, and other standard cyber-security practices.

10. Amendments. Except as stated in section 3.2 of this Agreement, no Amendments to this Agreement shall be effective unless made in writing and signed by both Parties.
11. Anti-discrimination. The Parties agree to and will require that their contractors and sub-Contractors shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. City of Eugene shall require its contractors and sub-contractors to not discriminate against minority-owned, women-owned or emerging small businesses.
12. Compliance with Applicable Law. The Parties agree to comply with all federal, state, and local laws applicable to the work under this Agreement, and all regulations and administrative rules established pursuant to those laws. The City of Eugene agrees that it will require its sub-contractors to perform all work according to all laws, rules, and local regulations and code.
13. Dispute Resolution. The Parties agree to promptly and diligently cooperate in an attempt to resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of this Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration.
14. Indemnification. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claim Act, each Party agrees to indemnify, defend and hold harmless the other Party and its officers, employees, and agents from and against all damages, losses, and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.
15. Integration. This Agreement, together with Attachments A – C, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, written or verbal, relating to the subject matter hereof.
16. Interpretation and Venue. Oregon law shall govern the interpretation of this Agreement. Lane County shall be the venue of any mediation, arbitration, or litigation arising out of this Agreement.
17. Non-waiver. Failure of the parties to enforce any provision of the Agreement shall not constitute a waiver or relinquishment of the right to such performance in the future nor the right to enforce that or any other provision of this Agreement.

18. Notices. All notices required in connection with this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by United States mail, electronic mail or overnight delivery, each with proof of receipt, to the other Party.
19. Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any 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 enforced as if the Agreement did not contain the particular provision held to be invalid.
20. Subcontracts and Assignment. Neither Party shall assign or otherwise transfer all or any part of any right or obligation under this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be denied or delayed. In the event of any permitted assignment or transfer hereunder, the assignor or transferor shall to the extent of the assignment or transfer be relieved of obligations accruing from and after the effective date of such assignment or transfer; provided, however, that under no circumstances shall any assignment or transfer relieve the assignor of any liability for any Event of Default or breach of this Agreement occurring before the effective date of such assignment or transfer.

Each signatory represents they are authorized to execute this Agreement on behalf of the Party for whom they sign.

**City of Eugene**

**Eugene Water & Electric Board**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

*Rely on us.*

TO: Commissioners Mital, Schlossberg, Helgeson, Brown and Carlson  
FROM: Rod Price, Chief Operations Officer  
DATE: November 2, 2020  
SUBJECT: Updates to EWEB Property Use Board Policies  
OBJECTIVE: Approval of Resolution No. 2025

---

## **Issue**

EWEB owns many properties that are accessible to the general public. To help EWEB staff manage these properties for safe and open use, staff is updating EWEB property use board polices.

## **Background**

Currently EWEB has one property use policy, SD5, that describes the method of requesting use of the Public Plaza at our headquarters building and partially addresses the expected behaviors and use of that area. However, EWEB has many other properties that are open to public use, including Lloyd Knox Park near the Leaburg dam. Both the Plaza and Lloyd Knox Park are available for community events excluding for profit commercial use. Use of EWEB's publicly accessible properties is increasing, as well as the increasing trespasses on all EWEB's properties. As a public agency, EWEB needs to have clear property use policies to guide safe and acceptable usage of the properties.

## **Discussion**

In order to help staff better manage EWEB properties, management proposes updates to our property use policies. SD4 is a new policy written to define acceptable behavior and restrictions for use of any EWEB property. EWEB has two properties that are available for specific community uses, including site specific details not found in other EWEB properties. The existing SD5 was revised to include Lloyd Knox Park, include site specific information, and to coordinate usage restrictions with the new SD4 policy.

## **Recommendation/Requested Board Action**

Management requests approval of Resolution No. 2025 authorizing the approval of SD4 and SD5.



Strategic Direction Policies (SD Policies)

SD4                                      Property Use Policy  
Effective Date                      New Policy Proposed November 2, 2020

EWEB is a public agency whose sole purpose is serving the utility needs of its customer-owners; EWEB owns real property to fulfill these utility purposes. The following restrictions apply to the use of any EWEB property, unless expressly permitted by EWEB.

- Certain properties are available for events, including the Public Plaza and Lloyd Knox Park. Organizations or groups wishing to use these areas must submit the required applications and agreements and follow all instructions and guidelines related to the respective property. Please see eweb.org and Board Policy SD5 for details.
- Defacement of EWEB property, no matter how temporary, is prohibited, including but not limited to paint, chalk, posters, flyers, images, or projections.
- Activities that pose a threat to public safety or damage to EWEB property are prohibited.
- Discharging of firearms or possession of weapons of any kind except as authorized by law is prohibited.
- Use of fireworks is prohibited.
- Use of motorized vehicles is not permitted on EWEB property except in designated areas.
- Consumption or possession of any alcoholic beverages, marijuana, or illegal substances is not permitted on EWEB property.
- Noise disturbances interfering with the working environment of EWEB personnel is prohibited.
- Engaging in any activity or conduct which is disruptive of or interferes with utility operations is prohibited.
- Users of EWEB properties are expected to clean up the site relating to their use.
- Use of any EWEB property is subject to additional rules or restrictions as posted by EWEB.

**Source:** Board Approved XX, Resolution No. 20XX.



## Strategic Direction Policies (SD Policies)

SD5                                      Public Plaza and Lloyd Knox Park Use Policy  
Effective Date                      Proposed November 2, 2020

The River Edge Public Plaza and Lloyd Knox Park are public places for the enjoyment of all. The Public Plaza cannot be reserved and must remain open to the public until 11 p.m. each day, except for closures related to public safety. Lloyd Knox Park is open dawn to dusk and portions of the Park are reservable. Any use by organized groups must not infringe upon public access.

### CONDITIONS OF USE:

- The River Edge Public Plaza and Lloyd Knox Park are available for community events excluding for profit commercial use.
- Organizations or groups using these areas must complete and submit the appropriate applications and agreements and abide by all conditions of use explicitly stated within said applications and agreements and Board Policies SD4 and 5.
  - To request use of the River Edge Public Plaza, organizations and groups must complete and submit the “[Hold Harmless Agreement](#)” at least five (5) business days prior to the event.
  - To reserve an area of Lloyd Knox Park, complete and submit the “[Application & Hold Harmless Agreement](#).” Reservations for the group picnic areas can be made for dates starting the third weekend in April through October 15. Reservations are accepted on a first-come, first-served basis. Reservations are not required outside of the aforementioned dates.
- EWEB parking spaces at 500 E. 4<sup>th</sup> Avenue are not available for use by Plaza users between 6 a.m. and 6 p.m., Monday through Friday, except recognized holidays.
- Users of the River Edge Public Plaza and Lloyd Knox Park must abide by the EWEB Property Use Policy found in Board Policy SD4.
- EWEB does not provide furniture or audiovisual equipment of any kind.
- Battery or vehicle-operated noise producing devices that disturb other Plaza or Park users are prohibited, as are other noise disturbances interfering with the working environment of EWEB personnel.
- Engaging in any activity or conduct which is disruptive or interferes with the enjoyment of the Plaza or Park by others is prohibited.
- The event organizers will be expected to clean up the site after use. If required, event organizers should arrange for garbage cans, trash removal and portable toilets.

- The event organizers shall ensure compliance with applicable permitting and/or health and safety regulations.

**Source:** Board Approved 11/27/89; Revised April 2004; Ratified 04/19/05; Revised 01/06/15; Revised 07/21/15, Resolution No. 1521; Revised 05/07/19, Resolution No. 1911. **Revision Proposed 11/02/20.**

## Strategic Direction Policies (SD Policies)

SD5                                      Public Plaza and Lloyd Knox Park Use Policy  
Effective Date                      ~~May 7, 2019~~ Proposed November 2, 2020

The River Edge Public Plaza ~~is and Lloyd Knox Park are~~ public ~~place~~ places for the enjoyment of all. ~~The Public Plaza~~ cannot be reserved and must remain open to the public until 11 p.m. each day, except for closures related to public safety. ~~Lloyd Knox Park is open dawn to dusk and portions of the Park are reservable.~~ Any use by organized groups must not infringe upon public access.

~~For purposes of this policy, an "event" refers to a gathering of 20 or more people for a common purpose.~~

### **CONDITIONS OF USE:**

- The River Edge Public Plaza ~~is and Lloyd Knox Park are~~ available for community events excluding for profit commercial use.
- ~~Organizations or groups using this area these areas~~ must complete a "Hold Harmless Agreement" and submit the appropriate applications and ~~review agreements~~ and sign the "Conditions of Use." Event organizers are required to submit completed forms to EWEB ~~abide by all conditions of use explicitly stated within said applications and agreements and Board Policies SD4 and 5.~~
  - ~~To request use of the River Edge Public Plaza,~~ organizations and groups must complete and submit the "Hold Harmless Agreement," at least five (5) business days prior to the event.
  - ~~To reserve an area request use of Lloyd Knox Park,~~ complete and submit the "Application & Hold Harmless Agreement." Reservations for the group picnic areas can be made for dates starting the third weekend in April through October 15. Reservations are accepted on a first-come, first-served basis. Reservations are not required outside of the aforementioned dates.
- EWEB parking spaces at 500 E. 4<sup>th</sup> Avenue the EWEB Headquarters building are not available for use by ~~event participants~~ Plaza users between 6 a.m. and 6 p.m., Monday through Friday, except recognized holidays. ~~unless the event falls on a recognized holiday.~~
- Users of the River Edge Public Plaza and Lloyd Knox Park must abide by the EWEB Property Use Policy found in Board Policy SD4.
- ~~EWEB does not provide furniture or audiovisual equipment of any kind.~~
- ~~Activities that pose a threat to public safety or damage the plaza are prohibited.~~
- ~~Discharging of firearms, possession of weapons of any kind and/or use of fireworks is prohibited.~~
- ~~Motorized vehicles are not permitted in the plaza, unless otherwise authorized.~~

- ~~Consumption of any alcoholic beverages or illegal substances is not permitted.~~
- Battery or vehicle-operated noise producing devices that disturb other [pPlaza or Park](#) users are prohibited, as are other noise disturbances interfering with the working environment of EWEB [personnelheadquarters](#).
- Engaging in any activity or conduct which is disruptive or interferes with the enjoyment of the [pPlaza or pPark](#) by others is prohibited.
- The event organizers will be expected to clean up the site after use. If required, event organizers should arrange for garbage cans, trash removal and portable toilets.
- The event organizers shall ensure compliance with applicable permitting and/or health and safety regulations.

**Source:** Board Approved 11/27/89; Revised April, 2004; Ratified 04/19/05; Revised 01/06/15; Revised 07/21/15, Resolution No. 1521; Revised 05/07/19, Resolution No. 1911. [Revision Proposed 11/02/20.](#)

**RESOLUTION NO. 2025  
November 2020**

**EUGENE WATER & ELECTRIC BOARD  
NEW/ADDITIONAL BOARD POLICY SD4 – Property Use Policy  
REVISED BOARD POLICY SD5 - Public Plaza and Lloyd Knox Park Use Policy**

**WHEREAS**, the Eugene Water & Electric Board (EWEB) maintains a Board Policy Manual that contains governing policies for the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners periodically reviews said policies and identifies required modifications or amendments to those policies; and

**WHEREAS**, the Board of Commissioners periodically determines that new policy is required to adequately document the work or intention of the Board with regard to governance, Board-staff linkage, strategic direction or executive limitations; and

**WHEREAS**, the Board of Commissioners has reviewed a new Board Policy SD4, Property Use Policy as well as revisions to Board Policy SD5, Public Plaza and Lloyd Knox Park Use Policy, and has determined that the new policy SD4 and revisions to SD5 are appropriate and necessary.

**NOW, THEREFORE, BE IT RESOLVED** the Eugene Water & Electric Board hereby approves the addition of Board Policy SD4 – Property Use Policy.

**NOW, THEREFORE, BE IT RESOLVED** the Eugene Water & Electric Board hereby approves the Revision of Board Policy SD5 – Public Plaza and Lloyd Knox Park Use Policy.

DATED this 2nd day of November 2020.

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 November 2, 2020 Regular Board Meeting.

\_\_\_\_\_  
Assistant Secretary



# MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

*Rely on us.*

TO: Commissioners Mital, Schlossberg, Helgeson, Brown and Carlson

FROM: Deborah Hart, Chief Financial Officer and Trojan Operating Committee Member;  
Debbie Blanquie, Accounting Analyst II

DATE: October 16, 2020

SUBJECT: Resolution No. 2026: 2020 Trojan Annual Operating Budget

OBJECTIVE: Board approval of Revised 2020 and Proposed 2021 Budgets for the Trojan Nuclear Plant

---

## Issue

EWEB is required to approve the Trojan budget for the upcoming budget year and an amended budget for the current year at least 45 days before the new budget year, which begins on January 1, 2021. In accordance with the Three-Party Net Billing Agreement, dated October 5, 1970, Bonneville Power Administration (BPA) pays all EWEB costs related to the Trojan nuclear plant.

## Background

The Trojan nuclear plant was constructed in the early 1970's by Portland General Electric (PGE), EWEB, and Pacific Power & Light Company with EWEB owning a 30 percent share. Trojan operated from 1976 until 1993 when the owners agreed to shut down and decommission the facility.

In 1981 EWEB and BPA entered into an agreement whereby EWEB assigned its rights to the project's future power in return for BPA paying all EWEB costs related to project operation, maintenance and decommissioning, as well as internal costs related to oversight. Since then, BPA has been paying, and will continue to pay, EWEB's share of the costs in accordance with the agreement.

Trojan is now classified as an Independent Spent Fuel Storage Installation (ISFISI) site. The spent fuel has been transferred to a long-term storage facility at the Trojan site and will remain there until such time as it can be relocated to a federal waste repository. Remaining costs primarily relate to the spent fuel storage and site relicensing activities.

## Discussion

Each year, the co-owners review and approve the Trojan Project operating budget as prepared and proposed by PGE. BPA is currently reviewing the proposed 2021 Trojan project budget and will pay 100% of EWEB's share of the costs under the net billing agreement. The largest single budget item relates to the spent fuel storage. Of the \$2.4 million budgeted as EWEB's share of the expenses, 97 percent of that relates to spent fuel storage. PGE's approval of the proposed budget is expected prior to the end of this year.

The Trojan owners took legal action to require the federal government to pay some or all of the costs of maintaining the spent fuel storage based on the federal government's failure to take responsibility for spent fuel storage at a central repository. The Court ruled in favor of payment by the federal government in July 2013. The ensuing settlement agreement with the Department of Energy (DOE) obligated the DOE to cover costs incurred through 2015. That obligation was extended through 2019. PGE anticipates annual payments to continue covering costs for 2020 and expects another extension covering costs through 2022 in the future. The following payments have been received by EWEB and passed through to BPA. The proposed 2021 budget is higher than 2020 costs because of an increase in ISFSI Operation costs.

### Department of Energy Spent Fuel Storage Payments

Received	Years Covered	Amount
9/10/2013	1998-2009	\$ 24,400,000
8/11/2014	2010-2012	2,600,000
12/5/2014	2013	946,000
11/19/2015	2014	966,000
3/16/17	2015	1,132,648
1/12/18	2016	1,219,763
2/15/19	2017	1,243,177
01/17/20	2018	1,315,797
		<hr/>
		\$ 33,823,385

### Requested Board Action

Management recommends Board approval of resolution 2026 for the Revised 2020 and Proposed 2021 Trojan Annual Operating Budgets.

Attachment 1- 2020 Revised Trojan budget

Attachment 2- 2021 Proposed budget

**EUGENE WATER & ELECTRIC BOARD**  
**TROJAN NUCLEAR PLANT**  
**2020 ANNUAL OPERATING BUDGET - REVISED**  
**(In Thousands of Dollars)**

	<u>2020 Revised</u>	<u>2020 Approved</u>	<u>Increase/ (Decrease)</u>
EWEB's share of operation costs	\$22	\$22	\$0
EWEB's share of decommissioning costs	2,004	2,001	3
EWEB's share of capital additions	0	0	0
<b>TOTAL EWEB SHARE OF PGE COSTS</b>	<u>2,026</u>	<u>2,023</u>	<u>3</u>
EWEB's direct costs	6	16	(10)
<b>TOTAL OTHER COSTS</b>	<u>6</u>	<u>16</u>	<u>(10)</u>
<b>TOTAL ANNUAL OPERATING COSTS</b>	<u>2,032</u>	<u>2,039</u>	<u>(7)</u>
LESS:			
Prior year general fund carry-over	(304)	(309)	5
General fund interest income	(4)	(5)	1
PLUS:			
Year end general fund balance	301	300	1
<b>TOTAL REQUIREMENT</b>	<u>2,025</u>	<u>2,025</u>	<u>0</u>
<b>TOTAL AMOUNT TO BE NET BILLED</b>	<u><u>2,025</u></u>	<u><u>2,025</u></u>	<u><u>0</u></u>
ANNUAL FINANCING			
Beginning general fund balance	304	309	(5)
Net billings	2,025	2,025	0
Interest earnings on gen fund invest	4	5	(1)
<b>TOTAL FUNDS AVAILABLE</b>	<u>2,333</u>	<u>2,339</u>	<u>(6)</u>
<b>TOTAL ANNUAL OPERATING COSTS</b>	<u>2,032</u>	<u>2,039</u>	<u>(7)</u>
<b>ENDING GENERAL FUND BALANCE</b>	<u><u>\$301</u></u>	<u><u>\$300</u></u>	<u><u>\$1</u></u>



**EUGENE WATER & ELECTRIC BOARD  
TROJAN NUCLEAR PLANT  
2020 ANNUAL OPERATING BUDGET - REVISED  
(In Thousands of Dollars)**

**DECOMMISSIONING COSTS**

	<u>2020 Revised</u>	<u>2020 Approved</u>	<u>Increase/ (Decrease)</u>
USDOE Litigation Costs	\$0	\$0	\$0
ISFSI	<u>\$6,680</u>	<u>\$6,669</u>	<u>\$11</u>
DECOMMISSIONING COSTS	<u>6,680</u>	<u>6,669</u>	<u>11</u>
<b>EWEB'S SHARE OF DECOMMISSIONING COSTS</b>	<b><u>\$2,004</u></b>	<b><u>\$2,001</u></b>	<b><u>\$3</u></b>

**CAPITAL ADDITIONS**

	<u>2020 Revised</u>	<u>2020 Approved</u>	<u>Increase/ (Decrease)</u>
Capital Jobs	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b>EWEB'S SHARE OF CAPITAL ADDITIONS</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>

**EUGENE WATER & ELECTRIC BOARD  
TROJAN NUCLEAR PLANT  
2020 ANNUAL OPERATING BUDGET - REVISED**

**EWEB DIRECT COSTS**

	<u>2020 Revised</u>	<u>2020 Approved</u>	<u>Increase/ (Decrease)</u>
Labor	\$5,454	\$5,075	\$379
Overhead	546	508	39
<b>LABOR &amp; OVERHEAD</b>	<u>6,000</u>	<u>5,583</u>	<u>418</u>
Legal	0	10,000	(10,000)
Bank Fee	0	0	0
<b>OTHER</b>	<u>0</u>	<u>10,000</u>	<u>(10,000)</u>
<b>EWEB DIRECT COSTS</b>	<u><u>\$6,000</u></u>	<u><u>\$15,583</u></u>	<u><u>(\$9,582)</u></u>

**EUGENE WATER & ELECTRIC BOARD**  
**TROJAN NUCLEAR PLANT**  
**2021 ANNUAL OPERATING BUDGET- PROPOSED**  
(In Thousands of Dollars)

	<u>2021</u> <u>Budget</u>	<u>2020</u> <u>Revised</u>	<u>Increase/</u> <u>(Decrease)</u>
EWEB's share of operation costs	\$62	\$22	\$40
EWEB's share of decommissioning costs	2,310	2,004	306
EWEB's share of capital additions	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL EWEB SHARE OF PGE COSTS	<u>2,372</u>	<u>2,026</u>	<u>346</u>
EWEB's direct costs	<u>16</u>	<u>6</u>	<u>10</u>
TOTAL OTHER COSTS	<u>16</u>	<u>6</u>	<u>10</u>
TOTAL ANNUAL OPERATING COSTS	<u>2,388</u>	<u>2,032</u>	<u>356</u>
LESS:			
Prior year general fund carry-over	(301)	(304)	3
General fund interest income	(2)	(4)	2
PLUS:			
Year end general fund balance	<u>300</u>	<u>301</u>	<u>(1)</u>
TOTAL REQUIREMENT	<u>2,385</u>	<u>2,025</u>	<u>360</u>
TOTAL AMOUNT TO BE NET BILLED	<u><u>2,385</u></u>	<u><u>2,025</u></u>	<u><u>360</u></u>
ANNUAL FINANCING			
Beginning general fund balance	301	304	(3)
Net billings	2,385	2,025	360
Interest earnings on gen fund invest	<u>2</u>	<u>4</u>	<u>(2)</u>
TOTAL FUNDS AVAILABLE	<u>2,688</u>	<u>2,333</u>	<u>355</u>
TOTAL ANNUAL OPERATING COSTS	<u>2,388</u>	<u>2,032</u>	<u>356</u>
ENDING GENERAL FUND BALANCE	<u><u>\$300</u></u>	<u><u>\$301</u></u>	<u><u>(\$1)</u></u>

**EUGENE WATER & ELECTRIC BOARD  
TROJAN NUCLEAR PLANT  
2021 ANNUAL OPERATING BUDGET- PROPOSED  
(In Thousands of Dollars)**

**DECOMMISSIONING COSTS**

	<u>2021 Budget</u>	<u>2020 Revised</u>	<u>Increase/ (Decrease)</u>
USDOE Litigation Costs	\$0	\$0	\$0
ISFSI	<u>\$7,700</u>	<u>\$6,680</u>	<u>\$1,020</u>
DECOMMISSIONING COSTS	<u>7,700</u>	<u>6,680</u>	<u>1,020</u>
<b>EWEB'S SHARE OF DECOMMISSIONING COSTS</b>	<b><u>\$2,310</u></b>	<b><u>\$2,004</u></b>	<b><u>\$306</u></b>

**CAPITAL ADDITIONS**

	<u>2021 Budget</u>	<u>2020 Revised</u>	<u>Increase/ (Decrease)</u>
Capital Jobs	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b>EWEB'S SHARE OF CAPITAL ADDITIONS</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>

**EUGENE WATER & ELECTRIC BOARD  
TROJAN NUCLEAR PLANT  
2021 ANNUAL OPERATING BUDGET- PROPOSED  
(In Thousands of Dollars)**

**OPERATION & OTHER COSTS**

	<u>2021 Budget</u>	<u>2020 Revised</u>	<u>Increase/ (Decrease)</u>
Administrative & General	\$0	\$0	\$0
Employee Support	0	0	\$0
Property Insurance	2	9	(\$7)
Injuries and Damages	2	2	\$0
Employee Benefits	65	45	\$20
Misc. General Expenses	<u>134</u>	<u>142</u>	<u>(\$8)</u>
<i>OPERATIONS</i>	<u>204</u>	<u>199</u>	<u>5</u>
Payroll taxes	6	6	(0)
Other interest expense/Rental Revenue	<u>(4)</u>	<u>(10)</u>	<u>6</u>
<i>OTHER</i>	<u>2</u>	<u>(4)</u>	<u>6</u>
<i>OTHER WORKING CAPITAL CHANGE</i>	<u>0</u>	<u>(121)</u>	<u>121</u>
<b>TOTAL OPERATION &amp; OTHER</b>	<u><u>206</u></u>	<u><u>73</u></u>	<u><u>132</u></u>
<b>EWEB'S SHARE OF O &amp; M COSTS</b>	<u><u>62</u></u>	<u><u>22</u></u>	<u><u>40</u></u>

**EUGENE WATER & ELECTRIC BOARD  
TROJAN NUCLEAR PLANT  
2021 ANNUAL OPERATING BUDGET- PROPOSED**

**EWEB DIRECT COSTS**

	<u>2021 Budget</u>	<u>2020 Revised</u>	<u>Increase/ (Decrease)</u>
Labor	\$5,559	\$5,454	\$105
Overhead	556	546	10
<b>LABOR &amp; OVERHEAD</b>	<u>6,115</u>	<u>6,000</u>	<u>115</u>
Legal	10,000	0	10,000
Bank Fee	0	0	0
<b>OTHER</b>	<u>10,000</u>	<u>0</u>	<u>10,000</u>
<b>EWEB DIRECT COSTS</b>	<u><u>\$16,115</u></u>	<u><u>\$6,000</u></u>	<u><u>\$10,115</u></u>

**RESOLUTION NO 2026**

**November 2020**

**EUGENE WATER & ELECTRIC BOARD**

**2020 Revised and 2021 Trojan Budgets**

**WHEREAS**, the Eugene Water & Electric Board is the body designated by the Eugene City Charter and City Code to administer the Electric and Water utilities of the City of Eugene;

**WHEREAS**, the Trojan nuclear plant was constructed in the early 1970's by Portland General Electric, EWEB and Pacific Power & Light Company with EWEB owning a 30 percent share;

**WHEREAS**, the owners agreed to shut down and decommission the facility after operating it from 1976 – 1993;

**WHEREAS**, EWEB and Bonneville Power Administration entered into an agreement whereby EWEB assigned its rights to power to the project in return for Bonneville Power Administration paying all EWEB costs related to project operation, maintenance and decommissioning as well as EWEB internal costs related to oversight;

**WHEREAS**, the co-owners review and approve the Trojan Project operating budget annually as prepared and proposed by Portland General Electric;

**NOW, THEREFORE, BE IT RESOLVED** by the Eugene Water & Electric Board that the Board hereby has reviewed and approves the 2020 revised and 2021 proposed Trojan Budgets.

DATED this 2nd day of November 2020.

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 November 2, 2020 Regular Board Meeting.

---

Assistant Secretary



# MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

*Rely on us.*

TO: Commissioners Mital, Schlossberg, Helgeson, Brown and Carlson  
FROM: Rod Price, Chief Operating Officer; Jeannine Parisi, Customer Relationship Manager  
DATE: October 23, 2020  
SUBJECT: 2020 Natural Hazard Mitigation Plan Update  
OBJECTIVE: Board Action

---

## **Issue**

This is a consent calendar item requesting Board approval to adopt new mitigation actions into the 2020 Natural Hazard Mitigation Plan targeting post-fire recovery efforts.

## **Background**

The Federal Emergency Management Agency (FEMA) requires states, tribal and local governments to develop and adopt hazard mitigation plans as a condition to receiving certain types of non-emergency disaster assistance, including grant funding for mitigation projects. The EWEB Board of Commissioners approved the 2020 Eugene-Springfield Area Multi-Jurisdictional Natural Hazard Mitigation Plan (Plan) on February 4, 2020. In doing so, the Board committed EWEB to work on the mitigation actions described in the EWEB Annex.

In the EWEB Risk Matrix (Table A-4 on page 5-14) wildfire was ranked as a High risk, and flood was calculated as a Moderate risk. However, the risk to public safety, EWEB assets and private property was exacerbated by the Holiday Farm Fire. This fire burned over 170,000 acres in the middle of the McKenzie Watershed, the drinking water source for 200,000 area residents. New mitigation actions are planned to address the heightened risk of severe flooding events in the watershed and to protect drinking water quality.

## **Discussion**

The 2020 Plan goals are listed on page 1-5 of the in Section 1.4.4. EWEB's planned mitigation actions specifically address the following Plan Goals:

- Save lives and reduce injuries.
- Minimize damage to buildings and infrastructure, especially to critical facilities.
- Decrease disruption and speed restoration of public services, businesses, schools, and families.
- Protect environmental resources and utilize natural systems to reduce natural hazard impacts.
- Protect natural, historic, and cultural resources.



The table below lists several new mitigation items proposed in support of Holiday Farm Fire Watershed Restoration actions. It is important to note that the estimated costs are placeholders until the projects are better defined, and that while EWEB proposes to add these to our NHMP Annex, implementation of these efforts involve numerous agency partners.

<b>Hazards Mitigated</b>	<b>Mitigation Action</b>	<b>Estimated Cost</b>	<b>Timeline</b>
Flood (riverine)	Fly LiDAR of Holiday Farm Fire and update GIS databases with burn assessment data to identify areas of highest risk for landslides and flooding to prioritize restoration actions.	\$250,000	2021
Multi-Hazard (flood, winter storms, windstorms).	Conduct floodplain and riparian restoration with focus on drainages with high risk of sediment and debris flows during heavy rain events, such as Quartz and Gate Creeks, to slow and absorb rainfall before it enters the McKenzie River and to protect nearby infrastructure.	\$4 M	2021-2025
Multi-Hazard (flood, winter storms, windstorms)	Assist with watershed scale erosion control and revegetation on private properties in fire damaged areas to minimize landslide and flood risk, particularly in the uplands where burns were more severe.	\$4M	2021-2025
Flood	Where landowners are willing, support acquisition of flood-prone properties to minimize future risk to life and property and use natural systems on acquired properties to slow high river flows and mitigate downstream impacts.	\$2M	2021-2025
Multi-Hazard (earthquake, flood, wildfire)	Utilizing existing infrastructure for the ShakeAlert earthquake early warning system, build out early warning systems with cameras and redundant microwave communication links for other hazards (wildfire/flood) to establish a robust alert system tied through redundant communications systems in the McKenzie River area.	\$1M	2021-2024

**Recommendation**

Competitiveness for FEMA grants is greatly increased when the funding request is linked to a mitigation action in the adopted plan. As such, EWEB requested its NHMP partners to support amendment of EWEB’s 2020 mitigation action items as described above. The NHMP partners endorsed these new action items at their October 23 meeting.

**Requested Board Action**

Management requests the Board approve additional mitigation actions in response to the Holiday Farm Fire’s damage to the watershed and ensuing threat to drinking water, enabling EWEB and its partners to pursue FEMA aid in watershed recovery.