

EWEB Board Consent Calendar Request

For Cooperative Contracts

The Board is being asked to authorize an increase in the use of a cooperative contract for **Light Duty Vehicles** with **Landmark Ford**.

Board Meeting Date: May 2, 2023

Project Name/Contract #: As-Needed Light Duty Vehicles / OR PA 1660

Manager: Scott Milovich Ext. 7408

Executive Officer: Karen Kelley Ext. 7153

Expected Spend: \$1.4 million (over 3-years 2022-2025)

Increased from \$0.8 million approved 7/5/22

Narrative:

The Board is being asked to authorize an increase in the use of the State of Oregon Price Agreement 1660 with Landmark Ford of Tigard, Oregon for the purchase of as-needed light-duty vehicles which are currently challenging to source at competitive rates. We are requesting an increase from the previously approved \$0.8 to \$1.4 million. Like other purchasing programs, this State of Oregon contract leverages the purchasing power of public entities across the country to deliver competitive pricing and sourced contracts to public entities like EWEB. This contract offers pricing that includes discounts per commodity depending on the category of supply.

At present, approximately \$0.6 million of the \$0.8 million, previously approved by the Board on July 5, 2022, has been committed to Landmark Ford for the purchase of 2022-2023 vehicles for the EWEB fleet. In 2022 EWEB ordered 11 vehicles, all of which carried over into 2023, and we've ordered one additional in 2023. We have not taken delivery of any of these vehicles to date. We anticipate receiving three and the rest will likely carry over into 2024. Overall, EWEB has ordered twenty-three new light-duty vehicles over 2022-2023 and anticipates doing the same for 2024-2025 between this coop contract and the coop contract with Northside Ford. Contributing factors to the large use of this purchasing agreement, in a short period of time, are that vehicle cost has gone up roughly an unpredicted twenty percent, and the number of EWEB employees that require fleet vehicles has grown. When new vehicles are put into service, the vehicles they replace are occasionally repurposed, but more often they are sent to auction. The amount presently requested is anticipated to carry EWEB Fleet Services purchases with Landmark Ford through the end of 2025.

Operational Requirement and Alignment with Strategic Plan

It is essential for the Utility to have vehicles for use in our electric and water distribution systems to provide reliable service to meet the needs of our customers. Unfortunately, there continues to be constraints on vehicle acquisition markets for light duty vehicles. With continuing supply chain issues, the availability of new vehicles for government sales will remain constrained for a few more years. As a result, many fleets, such as EWEB's, have had allocations imposed on how many units can be purchased within a model year. This has resulted in EWEB purchasing forward into future budget years.

We are anticipating vehicle order-banks to open this summer for fleet purchases for 2024 model vehicles. We're also anticipating the window for ordering will be from a few days to a couple of weeks before the model years are sold out.

Utilizing the State of Oregon Price Agreement for light duty vehicles is directly in support of 2022 Organizational Goal #1 to maintain efficient and effective operations. Ongoing maintenance, capital renewal and replacement, and compulsory compliance and customer facing (obligation to serve) related workflows all require ability to source materials and goods quickly and efficiently to meet the needs of project schedules. Ensuring that this method is an option for staff leading these projects will help to mitigate project delays associated with equipment shortages and

provide additional paths for already vetted and competitively contracted goods.

Purchasing Process

Request For Proposal #DASPS-2295-20 was solicited by the Oregon Department of Administrative Services, during February-March of 2021, with multiple awards coming from it. State of Oregon Price Agreement 1660 was awarded to Landmark Ford, with four other Ford dealerships receiving price agreements with the State of Oregon, including: Butler Ford, Inc., Gresham Automotive, Inc., Northside Ford Truck Sales, Inc., and Roberson Ford Sales, Inc.

ACTION REQUESTED:

Management requests the Board authorize an increase in the use of a cooperative contract for the purchase of as-needed light-duty vehicles with Landmark Ford, from \$0.8 to \$1.4 million. The unit delivery times are unknown at this time but anticipated to be at least 365 to 700 days after receipt of purchase order. These vehicles will be planned and budgeted for use in 2024-2025. Variances will be managed within the budget process and Board policy.

EWEB Board Consent Calendar Request

For Cooperative Contracts

The Board is being asked to authorize an increase in the use of a cooperative contract for **Light Duty Vehicles** with **Northside Ford**.

Board Meeting Date: May 2, 2023

Project Name/Contract #: As-Needed Light Duty Vehicles / OR PA 1656

Manager: Scott Milovich Ext. 7408

Executive Officer: Karen Kelley Ext. 7153

Expected Spend: \$ 1.6 million (over 3-years 2022-2025)

Increased from \$0.8 million approved 7/5/22

Narrative:

The Board is being asked to authorize an increase in the use of the State of Oregon Price Agreement 1660 with Northside Ford of Portland, Oregon for the purchase of as-needed light-duty vehicles which are currently challenging to source at competitive rates. We are requesting an increase from the previously approved \$0.8 to \$1.6 million. Like other purchasing programs, this State of Oregon contract leverages the purchasing power of public entities across the country to deliver competitive pricing and sourced contracts to public entities like EWEB. This contract offers pricing that includes discounts per commodity depending on the category of supply.

At present, approximately all the \$0.8 million, previously approved by the Board on July 5, 2022, has been committed to Northside Ford for the purchase of 2022-2023 vehicles for the EWEB fleet. Fourteen vehicles were ordered from Northside Ford in 2022 under this agreement. Two have been received and we expect delivery of five in 2023 with the rest carrying over into 2024. Overall, EWEB has ordered twenty-three new light-duty vehicles over 2022-2023 and anticipate doing the same for 2024-2025 between this coop contract and the coop contract with Landmark Ford. Contributing factors to the large use of this purchasing agreement, in a short period of time, are that vehicle cost has gone up roughly an unpredicted twenty percent, and the number of EWEB employees that require fleet vehicles has grown. When new vehicles are put into service, the vehicles they replace are occasionally repurposed, but more often they are sent to auction. The increased amount presently requested is anticipated to carry EWEB Fleet Services purchases with Northside Ford through the end of 2025.

Operational Requirement and Alignment with Strategic Plan

It is essential for the Utility to have vehicles for use in our electric and water distribution systems to provide reliable service to meet the needs of our customers. Unfortunately, there continues to be constraints on vehicle acquisition markets for light duty vehicles. With continuing supply chain issues, the availability of new vehicles for government sales will remain constrained for a few more years. As a result, many fleets, such as EWEB's have had allocations imposed on how many units can be purchased within a model year. This has resulted in EWEB purchasing forward into future budget years.

We are anticipating vehicle order-banks to open this summer for fleet purchases for 2024 model vehicles. We're also anticipating the window for ordering will be from a few days to a couple of weeks before the model years are sold out.

Utilizing the State of Oregon Price Agreement for light duty vehicles is directly in support of 2022 Organizational Goal #1 to maintain efficient and effective operations. Ongoing maintenance, capital renewal and replacement, and compulsory compliance and customer facing (obligation to serve) related workflows all require ability to source materials and goods quickly and efficiently to meet the needs of project schedules. Ensuring that this method is an option for staff leading these projects will help to mitigate project delays associated with equipment shortages and provide additional paths for already vetted and competitively contracted goods.

Purchasing Process

Request For Proposal #DASPS-2295-20 was solicited by the Oregon Department of Administrative Services, during February-March of 2021, with multiple awards coming from it. State of Oregon Price Agreement 1656 was awarded to Northside Ford, with four other Ford dealerships receiving price agreements with the State of Oregon, to include: Butler Ford, Inc., Gresham Automotive, Inc., Landmark Ford, Inc., and Roberson Ford Sales, Inc.

ACTION REQUESTED:

Management requests the Board authorize an increase in the use of a cooperative contract for the purchase of as-needed light-duty vehicles with Northside Ford, from \$0.8 to \$1.6 million. The unit delivery times are unknown at this time but anticipated to be at least 365 to 700 days after receipt of purchase order. These vehicles will be planned and budgeted for use in 2024-2025. 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 new contract with **Univar Solutions** for the **Purchase of Liquid Caustic Soda**.

Board Meeting Date:	May 2, 2023
Project Name/Contract #:	Liquid Caustic Soda / 23-054-G
Manager:	Mike Masters Ext. 7549
Executive Officer:	Karen Kelley Ext. 7153

Contract Amount:

Original Contract Amount:	\$625,000
Additional \$ Previously Approved:	\$0
Spend over last approval:	\$0
Amount this Request:	\$625,000
% Increase over last approval:	NA
Resulting Cumulative Total:	\$625,000 (over 5 years)

Contracting Method:

Method of Solicitation:	Direct Negotiation
If applicable, basis for exemption:	EWEB Rule 6-0230 (Water Filtration Chemicals and Media)
Term of Agreement:	5 years (June 11, 2023 – December 31, 2028)
Option to Renew?	No
Approval for purchases “as needed”:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Proposals/Bids Received (Range):	NA
Selection Basis:	Direct Negotiation (EWEB Rule 6-0230)
Narrative:	

Operational Requirement and Alignment with Strategic Plan

Caustic Soda allows for fine-tuned adjustments of pH for delivery of safe reliable water that protects household plumbing from leaching lead or copper. EWEB’s Water Filtration Plant balances pH within plus or minus 0.1 of the 7.9 pH target to meet the water quality standards of the U.S. Environmental Protection Agency (40 CFR Part 141 Subpart 1) and the Oregon Health Authority (OAR 333-061).

Contracted Goods or Services

The board is being asked to approve a new contract with Univar Solutions of Woodinville, WA for the purchase of Liquid Caustic Soda on an as-needed basis. The overall contract cost estimate is based on historical and estimated usage. Purchases will be based on need and not on any specific annual quantity. The annual cost will be within the amount budgeted for that specific year.

Purchasing Process

Direct Negotiation – EWEB Rule 6-0230 (Water Filtration Chemicals and Media).

Prior Contract Activities

EWEB Contract	Project Name (Description)	Board Approved	Project Duration (Start to Close)	Original Amount	Approved/Amended Amount to Date (Total)	Reason Code
20-050-SC	Hayden Bridge Chlorine Scrubber Neutralization & Cleaning	NA	3/2/20-3/31/20	\$40,000	\$40,000	
069-2011	Liquid Caustic Soda	2/7/12	2/17/12-2/16/17	\$650,000	\$650,000	
Reason Code: AM = Additional Materials, AW = Additional Work, EW= Emergency Work, SD = Staff Directed, UC = Unforeseen Conditions, Other						

ACTION REQUESTED:

Management requests the Board approve a contract with Univar Solutions for the purchase of liquid caustic soda. Approximately \$125,000 was planned for these goods in the 2023 Water Production budget of \$4.3 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 an Inter-Governmental Agreement (IGA) with **City of Eugene** for **Reservation of Wetland Mitigation Credit for Purchase from Coyote Prairie North Wetland Mitigation Bank**.

Board Meeting Date:	May 2, 2023	
Project Name/Contract #:	Purchase of Wetland Mitigation Credits / 23-066-IGA	
Manager:	Scott Milovich	Ext. 7408
Executive Officer:	Karen Kelley	Ext. 7153

Contract Amount:

Original Contract Amount:	\$258,000
Additional \$ Previously Approved:	\$0
Spend over last approval:	\$0
Amount this Request:	\$258,000
% Increase over last approval:	NA
Resulting Cumulative Total:	\$258,000

Contracting Method:

Method of Solicitation:	Direct Negotiation
If applicable, basis for exemption:	Intergovernmental Agreement
Term of Agreement:	6-month Term (for completion of purchase)
Option to Renew?	No
Approval for purchases "as needed":	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Proposals/Bids Received (Range):	NA
Selection Basis:	Direct Negotiation – Intergovernmental Agreement

Narrative:

The Bertelsen Property is a 15.8-acre parcel that is currently undeveloped. EWEB is planning and permitting a phased development plan for this property. Wetlands and a drainage channel account for ~2.9 acres of this property. The purchase of 2.7 local wetland mitigation credits is required so that development of the property can proceed. Local credits have been identified through the City of Eugene, who sponsors two active mitigation banks offering credits using the "legacy" accounting system as compensatory wetland mitigation for Removal/Fill projects within our service area. Mitigation credits from either the Coyote North bank or the Amazon Prairie bank have been approved by the Oregon Department of State Lands (DSL) and the US Army Corps of Engineers (Corps) for purchase to replace wetland function in the Palustrine Emergent (PEM) wetland classification, in which the Bertelsen property is located. Mitigation credits may be reserved once funds in the amount of \$25,714.60, or 10 (ten) percent of the total current purchase price of \$257,146.00, are made as a non-refundable deposit. Reservation of the 2.7 credits is required, at minimum, for completion of the Joint Permit Application process. The deposit will hold the credits and be sufficient commitment for the completion of the JPA. Once the JPA has been approved the remaining balance of \$231,431.40 will be due to the City within 90 days.

Operational Requirement and Alignment with Strategic Plan

The Roosevelt Operations Center (the ROC) is EWEB's primary operational facility and is an essential asset in providing EWEB's critical functions. In May 2021, EWEB negotiated the purchase of the property adjacent to the Roosevelt Operations Center at the corner of Roosevelt Blvd and Bertelsen Rd, with the intent of expanding the ROC's operational resiliency, capacity, and efficiencies.

Contracted Goods or Services

If approved, this agreement will reserve wetland mitigation credits for purchase from the City's Mitigation Bank as compensatory mitigation for proposed impacts associated with the Bertelsen expansion project.

Purchasing Process

Directly negotiated Intergovernmental Agreement

Competitive Fair Price (If less than 3 responses received)

The City's Mitigation Bank provides credits for compensatory wetland mitigation as mutually agreed between U.S. Army Corps of Engineers (USACE), Oregon Department of State Lands (DSL), and the City. USACE and DSL will determine the type and amount of compensatory mitigation necessary to offset environmental losses from the proposed Bertelsen expansion project.

Prior Contract Activities

EWEB Contract	Project Name (Description)	Board Approved	Project Duration (Start to Close)	Original Amount	Approved/Amended Amount to Date (Total)	Reason Code
20-106	EWEB-COE Construction Project Coordination	8/4/20	8/4/20-7/31/25	\$5,000,000	\$5,000,000	
20-205	COVID-19 Bill Assistance Services	10/6/20	10/12/20-6/20/21	\$250,000	\$250,000	
18-0003	Construction of Water Pipelines at Pedestrian Bridges over Amazon Creek	6/5/18	8/9/18-6/30/20	\$190,000	\$190,000	
Reason Code: AM = Additional Materials, AW = Additional Work, EW= Emergency Work, SD = Staff Directed, UC = Unforeseen Conditions, Other						

ACTION REQUESTED:

Management requests the Board approve an Intergovernmental Agreement with the City of Eugene for the reservation of Wetland Mitigation Credit for Purchase from Coyote Prairie North Wetland Mitigation Bank. Approximately \$250,000 was planned for these goods or services in the 2023 Building & Land Type 2 Capital Budget of \$1,396,000. Variances will be managed within the budget process and Board policy.



MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

Rely on us.

TO: Commissioners Carlson, Barofsky, McRae, Schlossberg, and Brown
FROM: Deborah Hart, Chief Financial Officer; Aaron Balmer, AIC Financial Services
Manager; Rob Freytag, Accounting & Treasury Supervisor
DATE: April 26, 2023
SUBJECT: Water Bond Supplemental Resolution
OBJECTIVE: Approval of Supplemental Bond Resolution No. 2309

Issue

Board approval is required to issue Water Utility Revenue Bonds.

Background

At the March 7, 2023 Board meeting, Commissioners approved Resolution No. 2306 requesting City Council action to issue Water Utility Revenue Bonds. The City Council adopted Resolution No. 5373 at its April 10, 2023 meeting which authorized the sale of bonds not to exceed \$43 million for financing improvements to the Water Utility System.

The Uniform Revenue Bond Act (URBA) requires publishing a notice regarding the issuance of new bonds and allowing City of Eugene voters 60 days to file a petition with the City asking that the bond issuance be referred to a vote. The notice was published in The Register-Guard on April 13, 2023.

The Series 2023 Bonds will be used to finance Water Utility System general capital and rehabilitation improvements and are scheduled to be issued in the middle of July.

Recommendation/Requested Board Action

Management recommends and requests approval of Resolution No. 2309 authorizing the issuance, sale, and delivery of Water Utility System Revenue Bonds.

RESOLUTION NO. 2309
May 2023

SUPPLEMENTAL BOND RESOLUTION

A SUPPLEMENTAL BOND RESOLUTION AUTHORIZING AND APPROVING THE ISSUANCE, SALE AND DELIVERY OF WATER UTILITY SYSTEM REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$43,000,000 FOR THE PURPOSE OF FINANCING WATER UTILITY SYSTEM IMPROVEMENTS, AND PROVIDING FOR RELATED MATTERS

WHEREAS, ORS 287A.150 authorizes the City of Eugene (the “City”) to issue bonds payable solely from revenues generated by facilities, projects, utilities or systems owned or operated by the City, and the City, acting by and through the Eugene Water & Electric Board (“EWEB”), owns and operates a water utility system and related facilities and systems;

WHEREAS, on March 3, 2020, EWEB adopted Resolution No. 2012 authorizing and providing for the issuance, from time to time, of City of Eugene, Oregon Water Utility System Revenue Bonds to be equally and ratably secured by the pledge of revenues, funds and accounts thereunder, which amended and restated a resolution adopted on September 2, 1997, as amended by Resolution No. 1614 adopted on April 5, 2016 (as amended and supplemented, the “Bond Resolution”);

WHEREAS, this Supplemental Bond Resolution is intended to and does hereby supplement the Bond Resolution;

WHEREAS, the Bond Resolution provides that the principal of, premium, if any, and interest on the bonds issued thereunder shall not be payable from any funds of the City nor constitute a general obligation of the City or create a charge upon the tax revenues or any other property or revenues of the City;

WHEREAS, by Resolution No. 2306, EWEB has determined that it is in the best interest of the City, acting by and through EWEB, to provide funds for the purpose of financing certain capital improvements described in the Water Capital Improvement Plan (the “Project”), funding necessary reserves and paying the costs of issuance of the bonds;

WHEREAS, by Resolution No. 2306, EWEB requested that the City Council adopt a resolution to authorize and set the terms for the issuance of water utility system revenue bonds in the aggregate principal amount of not to exceed \$43,000,000 to finance the Project;

WHEREAS, pursuant to the City’s Resolution, adopted on April 10, 2023 (the “City Resolution”), the City Council authorized EWEB to issue not to exceed \$43,000,000 in bonds to finance the Project;

WHEREAS, by the City Resolution, the City Council authorized EWEB, on behalf of the City, to issue and sell the water utility system revenue bonds in one or more series in the aggregate principal amount of not to exceed \$43,000,000, subject to the restrictions that each series of bonds (i) mature not later than 30 years from the date of issuance of such series; (ii) be sold through public competitive sale and awarded to the bidder offering the most favorable terms to EWEB, on behalf of the City, or sold pursuant to negotiation at par or with a net original issue discount or premium that does not exceed 20% of the aggregate principal amount thereof, and (iii) have an effective interest rate of not to exceed 6% per annum;

WHEREAS, it is in the best interest of EWEB to issue one or more series of Water Utility System Revenue Bonds, Series 2023 (the “Series 2023 Bonds”) to finance a portion of the costs of the Project;

WHEREAS, the City Resolution authorized the publication of the Notice of Revenue Bond Authorization, and on April 13, 2023, the City acting by and through EWEB, caused the Notice to be published in *The Register-Guard*, a newspaper of general circulation within the boundaries of the City; the Series 2023 Bonds will not be issued until 60 days have elapsed since the publication of such Notice, and unless fewer than 5% of the voters residing within the geographical boundaries of the City file a petition with the City asking to have the question of whether to issue the water utility system revenue bonds in the aggregate principal amount of not to exceed \$43,000,000 referred to a vote;

WHEREAS, the foregoing actions and events enable EWEB to proceed with the issuance and sale of the Series 2023 Bonds without further authorization or approval other than that provided by this Supplemental Bond Resolution;

WHEREAS, the Series 2023 Bonds will not be general obligations of the City, nor a charge upon its tax revenues, but will be payable solely from revenues of the Water Utility System that EWEB pledges to the payment of the Series 2023 Bonds pursuant to ORS 287A.310 and ORS 287A.325 and the Bond Resolution;

WHEREAS, EWEB has caused to be prepared a plan showing that EWEB's estimated Water Utility System revenues are sufficient to pay the debt service on the Series 2023 Bonds as authorized by the City Resolution;

NOW, THEREFORE, BE IT FOUND, DETERMINED, ORDERED AND RESOLVED BY THE EUGENE WATER & ELECTRIC BOARD OF THE CITY OF EUGENE, OREGON, as follows:

SECTION 1. Findings. The improvements to the Water Utility System identified in the City Resolution are eligible for financing in accordance with the Bond Resolution through the issuance of the Series 2023 Bonds.

SECTION 2. Definitions. Unless the context shall clearly indicate some other meaning, all words and terms used in this Supplemental Bond Resolution which are defined in the Bond Resolution shall for all purposes of this Supplemental Resolution have the respective meanings given to them in the Bond Resolution.

For the purposes of this Supplemental Bond Resolution, "Record Date" means in the case of each principal or interest payment date, the Bond Registrar's close of business on the 15th day of the month immediately preceding such principal or interest payment date, and, with respect to redemption of a Series 2023 Bond prior to its maturity, the Bond Registrar's close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with the Bond Resolution.

SECTION 3. Series 2023 Bonds Authorized. The Series 2023 Bonds shall be issued in the form of fully registered bonds in the denomination of \$5,000 or any integral multiple of \$5,000 and shall be numbered as determined by the Bond Registrar. The Treasurer or the Assistant Treasurer of EWEB, or any such officer's designee (each, an "Authorized Representative"), is hereby authorized and directed, for and in the name and on behalf of EWEB and the City, to issue and sell the "City of Eugene, Oregon Water Utility System Revenue Bonds, Series 2023" or other designation as determined by the Authorized Representative, in one or more series, taxable or tax-exempt, in the aggregate principal amount of not to exceed \$43,000,000, for the purposes of (a) financing the Project, (b) funding required reserves, if any, and (c) paying costs of issuance. The Authorized Representative may determine, with respect to the Series 2023 Bonds, the form of bond and series designation, the manner of disbursement of proceeds of the Series 2023 Bonds, the maturity dates, principal amounts, redemption provisions, interest rates or the method for determining a variable or adjustable interest rate, whether to issue as taxable or tax-exempt bonds, obtain

bond insurance or some other form of guaranty or security for the payment of the Series 2023 Bonds, denominations, form, authorized signatory, and other necessary or desirable documents, and other terms and conditions of the Series 2023 Bonds because the same cannot be determined by EWEB at this time.

The Bond Trustee (identified in Section 4 below) as Registrar shall endorse on the Series 2023 Bonds the date of their authentication. Interest on the Series 2023 Bonds shall be payable from the February 1 or August 1 next preceding the date of authentication to which interest shall have been paid; provided, however, that prior to the first payment date, such interest shall be payable from the dated date of the Series 2023 Bonds. The Series 2023 Bonds shall be dated the date of their delivery, shall mature on August 1 in each of the years and in the principal amounts as shown in the Official Statement, consistent with the authority provided or delegated to the Authorized Representative at the time of sale of the Series 2023 Bonds, and it is hereby ratified, confirmed and approved that the final maturity date of the Series 2023 Bonds shall be no later than August 1, 2052.

SECTION 4. Bond Trustee and Registrar. EWEB appoints U.S. Bank Trust Company, National Association as the Bond Fund Trustee (the “Bond Trustee”) and Registrar (the “Registrar”) with respect to the Series 2023 Bonds. EWEB may elect to hold the Bond Fund in the future.

SECTION 5. Security for Series 2023 Bonds. The Series 2023 Bonds shall not be general obligations of the City or EWEB, nor a charge upon the City’s tax revenues, but shall be payable solely from the revenues and funds that EWEB pledges to the payment of the Series 2023 Bonds pursuant to ORS 287A.150 *et seq.* The Series 2023 Bonds shall be secured by the Trust Estate including without limitation a lien on the Net Revenues of the Water Utility System that is equal in priority to the lien of the Outstanding Bonds and any Additional Bonds. The Outstanding Bonds (including the Series 2023 Bonds) shall be secured as set forth in the Bond Resolution.

SECTION 6. Application of Series 2023 Bond Proceeds. The Series 2023 Bond proceeds shall be applied as follows with the amounts to be determined by the Authorized Representative:

(a) A portion of the proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Construction Fund described in Section 7;

(b) A portion of the proceeds of the Series 2023 Bonds may be used to fund (or purchase a reserve fund surety bond for) any reserve for the Series 2023 Bonds not funded with cash; and

(c) A portion of the proceeds of the Series 2023 Bonds shall be applied to the payment of fees and expenses in connection with the issuance and sale of the Series 2023 Bonds.

SECTION 7. Construction Fund. There is hereby created a separate account within the Construction Fund of EWEB to be known as the “Series 2023 Construction Account” to be held by EWEB. Money in the Series 2023 Construction Fund shall be applied solely to the reimbursement and payment of the costs related to the Project. Money shall be paid out of the Series 2023 Construction Fund by EWEB in accordance with the Tax Certificate and procedures prescribed by EWEB. The Authorized Representative may elect to pay the fees and expenses from the Construction Fund or another fund or account.

SECTION 8. Reserve Account. In connection with the issuance of the Series 2023 Bonds, the Authorized Representative is hereby authorized (a) to determine whether the Series 2023 Bonds will be secured by the Reserve Account and the amount of the Reserve Requirement in accordance with the provisions of the Bond Resolution and to make any payments in connection therewith or (b) to determine whether the Series 2023 Bonds will be secured by a separate reserve account and calculate the reserve requirement and provide for its funding as permitted by the Bond Resolution, which reserve requirement

may be zero. The Authorized Representative is hereby authorized to execute any agreement (including, but not limited to, an agreement to purchase a reserve fund surety bond) in connection therewith. If applicable, any deficiency in the Reserve Account upon issuance of the Series 2023 Bonds shall be funded with proceeds of the Series 2023 Bonds, cash, surety bond, insurance policy, or a combination thereof, in accordance with Section 4C of the Bond Resolution.

SECTION 9. Book-Entry System of Ownership. During any time that the Series 2023 Bonds are held in a book-entry only system (the “Book-Entry System”), the registered owner of all of the Series 2023 Bonds shall be The Depository Trust Company, New York, New York (“DTC”), and the Series 2023 Bonds shall be registered in the name of Cede & Co., as nominee for DTC. EWEB has entered into a Blanket Issuer Letter of Representations (the “Letter”) wherein EWEB represents that it will comply with the requirements stated in DTC’s Operational Arrangements as they may be amended from time to time.

Under the Book-Entry System, the Series 2023 Bonds shall be initially issued in the form of a single fully registered certificate, one for each series and maturity of the Series 2023 Bonds. Upon initial issuance, the ownership of such Series 2023 Bonds shall be registered by the Registrar on the registration books in the name of Cede & Co., as nominee of DTC. EWEB and the Registrar may treat DTC (or its nominee) as the sole and exclusive registered owner of the Series 2023 Bonds registered in its name for the purposes of payment of the principal of, redemption price of, and premium, if any, or interest on the Series 2023 Bonds, selecting the Series 2023 Bonds or portions thereof to be redeemed, if any, giving notice as required under this Supplemental Resolution, registering the transfer of Series 2023 Bonds, obtaining any consent or other action to be taken by the Bondowners and for all other purposes; and neither the Registrar nor EWEB shall be affected by any notice to the contrary. EWEB and the Registrar shall not have any responsibility or obligation to any person claiming a beneficial ownership interest in the Series 2023 Bonds under or through DTC or any participant in DTC (a “Participant”), or any other person which is not shown on the registration books of the Registrar as being a registered owner, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal or redemption price of or interest on the Series 2023 Bonds; any notice or direction which is permitted or required to be given to or received from Bondowners under this Supplemental Resolution; the selection by DTC or any DTC Participant of any person to receive payment in the event of a partial redemption of the Series 2023 Bonds; or any consent given or other action taken by DTC as Bondowner; nor shall any DTC Participant or any such person be deemed to be a third party beneficiary of any Bondowners’ rights under this Supplemental Resolution. The Registrar shall pay from money available hereunder all principal of and premium, if any, and interest on the Series 2023 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge EWEB’s obligations with respect to the principal of and premium, if any, and interest on the Series 2023 Bonds to the extent of the sum or sums so paid. So long as the Series 2023 Bonds are held in the Book-Entry System, no person other than DTC shall receive an authenticated Series 2023 Bond for each separate stated maturity evidencing the obligation of the Registrar to make payments of principal of and premium, if any, and interest pursuant to this Supplemental Resolution. Upon delivery by DTC to the Registrar of DTC’s written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Supplemental Resolution with respect to transfers of Series 2023 Bonds, the term “Cede & Co.” in this Resolution shall refer to such new nominee of DTC.

At any time it determines that it is in the best interests of the Bondowners or EWEB, EWEB may notify the Registrar, and the Registrar will subsequently notify DTC, whereupon DTC will notify the DTC Participants, of the availability through DTC of Series 2023 Bond certificates. In such event, the Registrar shall issue, transfer and exchange, at EWEB’s expense, Series 2023 Bond certificates as requested in writing by DTC in appropriate amounts at the principal office of the Bond Fund Trustee. DTC may determine to discontinue providing its services with respect to the Series 2023 Bonds at any time by giving written notice to the Registrar and discharging its responsibilities under applicable law. If DTC resigns as

securities depository for the Series 2023 Bonds, Series 2023 Bond certificates shall be delivered pursuant to this Section 9. Under such circumstances (if there is no successor securities depository), the Registrar shall be obligated to deliver Series 2023 Bond certificates as described in this Supplemental Resolution, provided that the expense in connection therewith shall be paid by EWEB. In the event Series 2023 Bond certificates are issued, the provisions of this Supplemental Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of, premium, if any, and interest on such Series 2023 Bonds. Whenever DTC requests the Registrar to do so, the Registrar will cooperate with DTC in taking appropriate action after written notice (a) to make available one or more separate certificates evidencing the Series 2023 Bonds to any DTC Participant having Series 2023 Bonds credited to its DTC account, or (b) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2023 Bonds.

EWEB will not be responsible or liable for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC, its Participants or persons acting through such Participants or for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owner of the Series 2023 Bonds.

SECTION 10. Redemption and Purchase Provisions. The Series 2023 Bonds may be subject to optional and mandatory redemption as determined by the Authorized Representative. Notice of any redemption of Series 2023 Bonds shall be provided for in the manner set forth in this Supplemental Resolution, the Letter or approved by the Authorized Representative. Any notice of optional redemption may state that the optional redemption is conditional upon receipt by the Registrar of money sufficient to pay the redemption price of such Series 2023 Bonds or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Registrar to affected Bondowners as promptly as practicable upon the failure of such condition or the occurrence of such other event, and on or prior to the date fixed for redemption.

(a) **Notice of Redemption (Book-Entry).** So long as the Series 2023 Bonds are in the Book-Entry System, the Registrar shall notify DTC of an early redemption no fewer than 20 calendar days nor more than 60 calendar days prior to the date fixed for redemption, and shall provide such information as required by the Letter or another letter of representation submitted to DTC in connection with the issuance of the Series 2023 Bonds. Official written notice of redemption will be given by EWEB to the Registrar at least five calendar days prior to the date the notice is scheduled to be sent to DTC.

(b) **Notice of Redemption (No Book-Entry).** During any period in which the Series 2023 Bonds are not in the Book-Entry System, unless waived by any Bondowner of the Series 2023 Bonds to be redeemed, official notice of any redemption of Series 2023 Bonds shall be given by the Registrar on behalf of EWEB by mailing a copy of an official redemption notice by first class mail, postage prepaid, no fewer than 20 calendar days nor more than 60 calendar days prior to the date fixed for redemption, to the Bondowners of the Series 2023 Bonds to be redeemed at the address shown on the bond register or at such other address as is furnished in writing by such Bondowner to the Registrar. Official written notice of redemption will be given by EWEB to the Registrar at least five calendar days prior to the date the notice is scheduled to be sent to Bondowners of the Series 2023 Bonds.

(c) **Effect of Redemption.** Interest on each Series 2023 Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in an escrow account established to refund or defease the Series 2023 Bonds.

(d) Purchase of Series 2023 Bonds. EWEB reserves the right to purchase any or all of the Series 2023 Bonds offered to EWEB at any time at any price acceptable to EWEB plus accrued interest to the date of purchase.

SECTION 11. Findings and Determinations: Authority for Supplemental Resolution: Bonds are “Bonds” under the Bond Resolution. EWEB hereby finds:

(a) The Series 2023 Bonds are issued as “Additional Bonds” under the authorization of Section 7 of the Bond Resolution and are “Bonds” within the meaning of the quoted words as defined and used in the Bond Resolution.

(b) All acts and conditions required to exist, to happen and to be performed precedent to and in the issuance of the Series 2023 Bonds exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Oregon, the Charter of the City of Eugene, the Bond Resolution, and the City Resolution.

(c) Except for supplemental resolutions, the Bond Resolution has not been amended, supplemented, or repealed since adoption thereof. This Supplemental Bond Resolution supplements the Bond Resolution, constitutes and is a “Supplemental Resolution” within the meaning of the quoted words as defined and used in the Bond Resolution and is adopted pursuant to and under authority of the Bond Resolution.

(d) No Default under the Bond Resolution or any Supplemental Resolution has occurred and is continuing and, at the time of issuance of the Series 2023 Bonds, there will be no deficiency in the Reserve Account.

(e) The Series 2023 Bonds: (i) shall be entitled to the benefits, security and protection of the Bond Resolution, equally and ratably with one another and with any other Bonds heretofore or hereafter issued thereunder; (ii) shall be payable as provided in the Bond Resolution solely from the Trust Estate including the Revenues and other money specified in the Bond Resolution on a parity with one another and with all Bonds heretofore or hereafter issued under the Bond Resolution; and (iii) shall be equally and ratably secured under the Bond Resolution with one another and with all Bonds hereafter issued thereunder, without priority by reason of series, number, date of adoption of the supplemental resolution providing for the issuance thereof, date of Bonds, date of sale, date of execution, date of issuance, date of delivery, or otherwise, by the liens, pledges, charges and assignments created by the Bond Resolution.

(f) The Board hereby affirms the covenants contained in Sections 6 and 8 and other provisions of the Bond Resolution, including without limitation the covenant of the Board to charge rates and fees sufficient to generate Net Revenues equal to the amount required by the rate covenant in Section 6.A of the Bond Resolution, including the proposed Series 2023 Bonds.

(g) On or prior to the date of issuance of the Series 2023 Bonds, the Board will have on file either the certificate of the Treasurer regarding Net Revenues in the Base Period or the certificate of the Qualified Consultant meeting the requirements of Section 7.B(5) of the Bond Resolution, and the opinion of Bond Counsel to the effect that the Series 2023 Bonds are valid and binding obligations of the Board and that the issuance of the Series 2023 Bonds shall not cause the interest paid on any Outstanding Tax-Exempt Obligations to become subject to federal income taxation as required by Section 7.C of the Bond Resolution.

SECTION 12. Tax-Exempt Status and Covenant as to Arbitrage.

(a) Preservation of Tax Exemption for Interest on the Tax-Exempt Series 2023 Bonds. EWEB covenants that it will take all actions necessary to prevent interest on the Series 2023 Bonds that are issued as Tax-Exempt Obligations from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of such Series 2023 Bonds or other funds of EWEB treated as proceeds of such Series 2023 Bonds that will cause interest on the such Series 2023 Bonds to be included in gross income for federal income tax purposes. EWEB also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Series 2023 Bonds issued as Tax-Exempt Obligations, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with such Series 2023 Bonds.

(b) Post-Issuance Compliance. An Authorized Representative is authorized and directed to review and update EWEB's written procedures to facilitate compliance by EWEB with the covenants in this Supplemental Resolution and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Series 2023 Bonds issued as Tax-Exempt Obligations from being included in gross income for federal tax purposes, maintain the tax treatment of such Series 2023 Bonds and the receipt of interest thereon.

SECTION 13. Delegation and Approval for Establishment of Terms and Sale of the Series 2023 Bonds. Subject to the provisions of Section 3, and as provided in the City Resolution, and Resolution No. 2306, all actions heretofore taken or to be taken in connection with the Series 2023 Bonds are hereby approved in all respects including, without limitation, actions taken or to be taken by an Authorized Representative and the Authorized Representative is hereby delegated to:

(a) establish the principal and interest payment dates, principal amounts, tax status, optional and mandatory redemption provisions and premium or discount, if any, interest rates, denominations, place of payment, any funding reserves pursuant to Section 8 and all other terms for the Series 2023 Bonds;

(b) make the determinations required by Section 7 of the Bond Resolution;

(c) award the sale of the Series 2023 Bonds in accordance with ORS 287A.300, including entering into a bond purchase contract for a negotiated sale;

(d) approve and authorize the preparation and distribution of preliminary and final official statements for the Series 2023 Bonds;

(e) obtain a rating or ratings of the Series 2023 Bonds and expend Series 2023 Bond proceeds to pay for such ratings;

(f) take such actions as are necessary to qualify the Series 2023 Bonds for the Book-Entry System of DTC;

(g) execute a Continuing Disclosure Certificate pursuant to Rule 15c2-12 of the Securities and Exchange Commission;

(h) execute and deliver the Series 2023 Bond closing documents and certificates;

(i) enter into covenants regarding the use of the proceeds of the Series 2023 Bonds to maintain the tax-exempt status of the Series 2023 Bonds which are issued as Tax-Exempt Obligations; and

(j) execute a Certificate of Board specifying the actions taken pursuant to this Section 13, and any other certificates, documents or agreements that an Authorized Representative determines are desirable to issue, sell and deliver the Series 2023 Bonds in accordance with this Supplemental Resolution.

SECTION 14. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Series 2023 Bonds by those who shall own the same from time to time, the provisions of this Supplemental Resolution shall be part of the contract of EWEB with the Bondowners and shall be deemed to be and shall constitute a contract between EWEB and the Bondowners. The covenants, pledges, representations and warranties contained in this Supplemental Resolution, the Bond Resolution and in the closing documents executed in connection with the Series 2023 Bonds including without limitation EWEB's covenants and pledges contained in the Bond Resolution and the other covenants and agreements herein set forth to be performed by or on behalf of EWEB shall be contracts for the equal benefit, protection and security of the Bondowners, all of which shall be of equal rank without preference, priority or distinction of any of the Series 2023 Bonds over any other Bonds, except as expressly provided in or pursuant to this Supplemental Bond Resolution or the Bond Resolution.

SECTION 15. Effect of Section Headings. The heading or titles of the several Sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Supplemental Resolution.

SECTION 16. Repeal of Inconsistent Resolutions. Any prior resolution of EWEB, or any portion thereof, in conflict or inconsistent with this Supplemental Resolution is hereby repealed to the extent of such conflict or inconsistency.

SECTION 17. References to Statutes in Bond Resolution. Except as expressly provided herein to the contrary, all references to statutes in the Bond Resolution that have been amended, superseded or re-codified by applicable statutes of similar purpose shall be deemed from and after the effective date of such amendment, supersession or re-codification to refer to such statutes as so amended, superseded or re-codified.

SECTION 18. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 2nd day of May, 2023.

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 EWEB at its May 2, 2023 Board Meeting.

Assistant Secretary



MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

Rely on us.

TO: Commissioners Brown, Carlson, Barofsky, McRae and Schlossberg
FROM: Karen Kelley, Chief Operations Officer, Jaime Breckenridge, Utility Joint Use Specialist
DATE: April 22, 2023
SUBJECT: Rate Adjustment for Joint Use Fees and Charges
OBJECTIVE: Board Action: Resolution No. 2310

Issue

In accordance with Board Resolution No. 1906, wherein Joint Use Fees and Charges were added to the Customer Service Policy, the Pole Attachment Rate for wireline attachment is re-calculated annually using the Oregon Public Utility Commission (OPUC) rate formula cited in OAR 860-028-0110(2). Schedules are reviewed annually and updated with new labor and equipment rates. Resolution No. 2210 was the 2022 rate adjustment.

Background

Per the Pole Attachment Agreement, the Pole Attachment Rate is effective June 1 – May 31. Current Pole Attachment Rates for 2022-2023 are \$13.89 Compliance Rate and \$15.43 Non-Compliance Rate. Pole Attachment Rates may increase or decrease yearly based on several accounting elements such as pole costs and carrying charges. EWEB charges the permittee the Compliance Rate as required in the OAR 860-028-0230. If the permitting entity does not comply with the Pole Attachment Agreement, OPUC Safety Rules or causes a loss to the utility, EWEB can charge the Non-Compliance Rate.

Discussion

Pursuant to Board action, the re-calculated Pole Attachment Rate will be adjusted on June 1, 2023 for the period of June 1, 2023 through May 31, 2024, to \$14.91 Compliance Rate and \$16.57 Non-Compliance Rate.

There were no changes made to the Fee Schedule for Non-Recurring Charges (from Appendix C of the Pole Attachment Agreement) or to the Wireless Fee Schedule. Current fees are still in alignment with associated costs.

Schedule I – Unit Cost of Transferring Facilities and Average Costs of Various Pole Operations has been updated to reflect updated labor and equipment rates (see attachment).

Recommendation

Management recommends the Board approve Resolution No. 2310 to update Joint Use Fees and Charges found in the following attachment: Customer Service Policy, Appendix B – Electric Service Charges and Prices, Subsection W; Joint Use Fees and Charges.

Requested Board Action

Approve Resolution No. 2310 to update Joint Use Fees and Charges in the Customer Service Policy.

Please contact Jaime Breckenridge at 541-685-7388 or e-mail at jaime.breckenridge@eweb.org with questions.

Attachments:

- 1) Revised Customer Service Policy, Appendix B – Electric Service Charges and Prices, Subsection W;
Joint Use Fees and Charges



V. Joint Use Fees and Charges

(Resolution No. 2212)

The following are fees and charges for joint use wireline, equipment related to wireline, antennae and equipment related to antenna attachments. This information is excerpted from the Pole Attachment Agreement.

For wireline and related equipment, the following are applicable:

1. Terms and Conditions (#13 and #14 from Appendix A of the Pole Attachment Agreement)

13. As compensation for the use of space on Permitter's Poles on each Structure, Permittee shall pay to Permitter, at the beginning of each Contract Year of the Agreement, the following amounts for Permittee's attachments to Permitter's Poles:

Rate per Cable attachment x number of Cable attachments

Rate per Equipment attachment x number of Equipment attachments

14. The rates for attachments will be recomputed annually using the formula that follows:

- 14.1. Cable Attached to Permitter's Poles:

$$\text{Pole Rate} = \frac{\text{Space Occupied by Cable} \times \text{Net Investment in Poles} \times \text{Carrying Charge}}{\text{Total Usable Space} \times \text{Number of Poles}}$$

- 14.2. Equipment Attached to Permitter's Poles:

$$\text{Equipment Rate} = 2 \times \text{Pole Rate}$$

June 1, 202~~3~~² – May 31, 202~~4~~³ Pole Rate:

Noncompliance Rate	\$1 6 ⁵ . 7 ⁴ 3
Compliance Rate	\$1 3 ⁴ . 9 ¹ 89

2. Fee Schedule for Non-Recurring Charges (from Appendix C of the Pole Attachment Agreement)

- a. Application Processing Fee
(Electronically or Written)

\$25.00 first pole; + \$2.00 per pole thereafter



b. Inspections

In instances where Permittor has sufficient electronic Pole Attachment data existing in its system of record, Permittor may elect to perform a desktop Inspection, which is defined as an Inspection performed using only existing electronic data, maps and pictures. There are no Inspection fees associated with a desktop Inspection.

In instances where Permittor does not have sufficient electronic data to perform a desktop Inspection or the desktop Inspection results in findings that require a field visit, the following Inspection fees apply:

- i. Pre-Construction Inspection Fees – these fees are based upon Applications by various entities that wish to attach a cable, or other device, to Permittor's Facilities and also occurs prior to when a Permittee wishes to place new cables and/or additional equipment. All Pre-Construction and Post-Construction Inspections are broken into three levels of time usage and complexity.

Level 1 (Visual Inspection)

\$40.00 first pole; \$5.00 each pole thereafter

Level 1 Inspections are defined as a "drive by" that does not require the inspector to exit the vehicle and are intended to identify that clearances and strength of the structure are visibly verifiable. These Inspections are typically performed when the Permittee has provided all required information given the type of request on the Application form.

Level 2 (Measured Inspection)

\$50.00 first pole; \$10.00 each pole thereafter

Level 2 Inspections are most commonly performed when the poles do not appear to have proper clearance to accommodate the newly proposed Attachment or when the Permittee has failed to provide all required information given the type of request on the Application form. Under these conditions the Permittor deems it prudent to obtain measurements and other data at the Structure or along the line.

Level 3 (Pole Analysis Inspection)



\$175.00 first pole; \$30.00 each pole thereafter

Level 3 Inspections are most commonly performed when the poles do not appear to have proper strength to accommodate the newly proposed Attachment or when the Permittee has failed to provide all required information given the type of request on the Application form.

Permitior will not charge Pre-Construction Inspection Fees for an Application to remove Attachments.

- ii. Post-Construction Inspection Fees – these Inspections are completed after a Pre-Construction Inspection has been approved, and the installation by the original requesting company has been completed.

Level 4 (Visual Inspection)

\$40.00 first pole; \$5.00 each pole thereafter

Level 4 Inspections are defined as a “drive by” that does not require the inspector to exit the vehicle and are intended to identify that the Permittee has complied with the engineering data provided in the Application form. This level of Inspection will be used for all removals of Attachments, unless the removal has resulted in damage to the pole in which case additional fees to assess the damage may apply.

Level 5 (Measured Inspection)

\$50.00 first pole; \$10.00 each pole thereafter

Level 5 Inspections are most commonly performed when it appears that the Permittee has failed to perform construction in accordance with the specifications on their Application form, has created a NESC violation or has attached to the pole prior to receiving approval from Permitior.

Level 6 (Pole Analysis Inspection)

\$175.00 first pole; \$30.00 each pole thereafter

Level 6 Inspections are most commonly performed when it appears that the Permittee has attached to a pole prior to receiving approval



from Permittor and appears to have compromised the integrity of the existing structure.

- c. Unauthorized Attachment Fee - 5 x annual rental fee*

*Over 60 days without permit application - Additional \$100.00 + 5 x annual rental fee (recurring every 60 days)

- d. Anchor Attachment Fee - \$145.00

- e. Failure to Timely Transfer, Abandon or Remove Facilities Fee

First 30 days - 1/5 Annual Attachment Fee per day, per pole

Second 30 days and thereafter - Annual Attachment Fee per day, per pole

- f. Topping Pole – Refer to Schedule I

- g. Transfers – Refer to Schedule I

3. Schedule I – Unit Cost of Transferring Facilities and Average Costs of Various Pole Operations

Crossarms, all types	\$2 180 1.00
Anchor Strand or Overhead Guy	\$2 180 1.00
Sidewalk Anchor Guy and Pipe	\$ 430 397.00
*Drop wire (No Splicing)	\$6 94 .00
*Service Conduit	\$1 43 3.00
*Messenger and Cable Bolted to Pole or Cable Arm (No Splicing)	\$2 70 49.00
*Messenger Deadends	\$ 20 185.00
*Cable Riser (Including Pipe and Moulding – No Splicing)	\$ 540 497.00
*Cable Terminations (No Splicing)	\$2 87 65.00
Lowering Pole to Ground	\$4 59 23.00
Hauling Pole to Yard	\$5 41 05.00



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Customer Service Policy

Topping Pole

\$1~~6453~~.00

*Cost for temporary transfers shall be billed at 50% of the above rate.

NOTE: Costs for transferring Facilities not covered by this Schedule will be negotiated in each instance.

For antennae and related equipment, the following are applicable:

A. Wireless Fee Schedule
06/27/2018*

Macro Application Fee - \$2,000.00.

This fee covers the pre-site review, review of all required documents (antenna specs & build, pole load analysis, RF analysis, etc.), pre-construction meeting, post construction inspection, and project management associated to the site(s). It does not include the cost of design and the make-ready work. That is in addition to the application fee.

Small Cell or DAS (Distributed Antenna System) Application Fee - \$1,000.00.

This fee covers the pre-site review, review of all required documents (antenna specs & build, pole load analysis, RF analysis, etc.), pre-construction meeting, post construction inspection, and project management associated to the site(s). It does not include the cost of design and the make-ready work. That is in addition to the application fee.

Small Cell or DAS Pole Lease Fee -

Pole Top - \$1,800.00 per year.

This is for the antenna and a small amount of equipment (per standard) to be mounted on pole.

Mid-Pole – rate is determined by the pole attachment rental rate (OAR 860-028-0110[2]) multiplied by the Lessee's authorized attachment space. These costs are recalculated annually. See SLA (Site Lease Agreement) for billing schedules.

Monthly electric consumption for small cell sites will be a flat rate. Monthly rate is \$65.96 per month.

Macro Cell Pole Lease Fee -



Secondary or Guy Stub Pole - \$650.00 per month. This is for the antenna, radio heads (if able to conform to COE requirements) and conduit on the pole. All ancillary equipment to be groundmount.

Primary or Feeder Pole - \$1,150.00 per month. This is for the antenna, radio heads (if able to conform to COE requirements) and conduit on the pole. All ancillary equipment to be groundmount.

All macro cell sites on Secondary/Guy Stub and Primary/Feeder poles will have a metered service.

Communication Tower and Transmission Structure – fees are based on equipment installed on tower or structure and space occupied in EWEB owned building. Where no building exists, and ground space is required for equipment, a separate Land Lease Agreement will be required if on EWEB property. Annual individual fees are as follows:

Building Space

Full rack (6'x20"x19")	\$3,256.00
Floor space/sq. ft	\$93.00
Annual power fee	\$226.00
Annual emergency power fee per rack	\$170.00

Antennas

Non-Dish

50'-89'	\$372.00
90'-129'	\$464.00
130'+	\$558.00

2' Dish

50'-89'	\$496.00
90'-129'	\$542.00
130'+	\$587.00

4' Dish

50'-89'	\$1,023.00
90'-129'	\$1,139.00
130'+	\$1,233.00

6' Dish

50'-89'	\$1,582.00
90'-129'	\$1,744.00
130'+	\$1,862.00

8' Dish

50'-89'	\$2,047.00
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Eugene Water & Electric Board

Customer Service Policy

90'-129'	\$2,255.00
130'+	\$2,489.00
10' Dish	
50'-89'	\$2,605.00
90'-129'	\$2,885.00
130'+	\$3,116.00

*Fees subject to change and may be reviewed annually.

**RESOLUTION NO. 2310
MAY 2023**

**EUGENE WATER & ELECTRIC BOARD
ANNUAL PRICE ADJUSTMENT FOR JOINT USE CHARGES AND FEES**

WHEREAS, the Eugene Water & Electric Board (EWEB) is obligated, as much as practical, to allow any entity requiring pole attachments to serve customers, use of utility poles based on Oregon Administrative Rules (860-028-0050) and City ordinances; and

WHEREAS, EWEB has Pole Attachment Agreements, Master Lease Agreements and Site Lease Agreements executed with attaching entities that ensure attachments comply with EWEB operational need and standards, State and Local Jurisdictions rules and ordinances; and

WHEREAS, EWEB has Joint Use Charges and Fees for attachment to EWEB facilities and related activities; and

WHEREAS, the Board of Commissioners has reviewed the updated Joint Use charges and fees.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the General Manager to adjust joint use charges and fees, effective June 1, 2023, and reflect those prices in updated Customer Service Policy as recommended and approved at the May 2, 2023 board meeting.

DATED this 2nd day of May 2023.

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 May 2, 2023 Board Meeting.

Assistant Secretary