



Eugene City Council

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www.eugene-or.gov

EUGENE CITY COUNCIL AGENDA

October 25, 2021

7:30 p.m. CITY COUNCIL MEETING and

MEETING OF THE EUGENE URBAN RENEWAL AGENCY

As the state and community recover from the COVID-19 pandemic, most City Council meetings will continue to be held remotely using virtual meeting technology. Information about online or other options for access and participation will be available at <https://www.eugene-or.gov/3360/Webcasts-and-Meeting-Materials>

Meeting of October 25, 2021; Her Honor Mayor Lucy Vinis Presiding

Councilors

Jennifer Yeh, President
Mike Clark
Randy Groves
Emily Semple

Claire Syrett, Vice President
Greg Evans
Matt Keating
Alan Zelenka

7:30 p.m. CITY COUNCIL MEETING and

MEETING OF THE EUGENE URBAN RENEWAL AGENCY

- 1. COMMITTEE REPORTS AND ITEMS OF INTEREST**
- 2. CONSENT CALENDAR 1**
 - A. Approval of City Council Minutes**
 - B. Approval of City Council Tentative Agenda**
- 3. PUBLIC FORUM**
- 4. ACTION: 942 Olive Purchase and Sale Agreement**

The Eugene City Council welcomes your interest in these agenda items. This meeting location is wheelchair-accessible. For the hearing impaired, an interpreter can be provided with 48 hours' notice prior to the meeting. Spanish-language interpretation will also be provided with 48 hours' notice. To arrange for these services, contact the receptionist at 541-682-5010. City Council meetings are telecast live on Metro Television, Comcast channel 21, and rebroadcast later in the week.

El consejo de la Ciudad de Eugene agradece su interés en estos asuntos de la agenda. El lugar de la reunión tiene acceso para sillas de ruedas. Se puede proveer a un intérprete para las personas con discapacidad auditiva si avisa con 48 horas de anticipación. También se puede proveer interpretación para español si avisa con 48 horas de anticipación. Para reservar estos servicios llame al 541-682-5010. Las reuniones del consejo de la ciudad se transmiten en vivo por Metro Television, Canal 21 de Comcast y son retransmitidas durante la semana.

For more information, contact the Council Coordinator at 541-682-5010,
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EUGENE CITY COUNCIL AGENDA ITEM SUMMARY



Approval of City Council Minutes

Meeting Date: October 25, 2021
Department: Central Services
www.eugene-or.gov

Agenda Item Number: 2A
Staff Contact: Beth Forrest
Contact Telephone Number: 541-682-5882

ISSUE STATEMENT

This is a routine item to approve City Council minutes.

SUGGESTED MOTION

Move to approve the minutes for the work session on June 16 and June 28, 2021; the public hearing on June 21 and October 18, 2021; and the meeting on July 19, 2021.

ATTACHMENTS

- A. June 16, 2021, Work Session Minutes
- B. June 21, 2021, Public Hearing Minutes
- C. June 28, 2021, Work Session Minutes
- D. July 19, 2021, Meeting Minutes
- E. October 18, 2021 Public Hearing Minutes

FOR MORE INFORMATION

Staff Contact: Beth Forrest
Telephone: 541-682-5882
Staff E-Mail: bforrest@eugene-or.gov

MINUTES

**Eugene City Council
Virtual Work Session
Eugene, Oregon 97401**

**June 16, 2021
12:00 p.m.**

Councilors Present: Emily Semple, Matt Keating, Alan Zelenka, Jennifer Yeh, Mike Clark, Greg Evans, Claire Syrett, Randy Groves

Mayor Vinis opened the June 16, 2021, work session of the Eugene City Council in virtual format.

1. WORK SESSION: 2020 Census and Ward Population Update

Policy Analyst Jason Dedrick gave a presentation on this topic.

Council Discussion:

- Councilor Groves - commented that it's hard to extrapolate much meaning from only 100 respondents to the survey; asked what outreach efforts were used to get survey responses; reported that he reached out to the neighborhood association leaders in his ward and shared some of their remarks; asked if consideration should be given to business districts; commented that there should be no special accommodation for where an incumbent official lives.
- Councilor Zelenka - asked for a sense of how much neighborhoods are broken up by boundaries, including historical and current practices; commented that Council should strive to make any changes as painless as possible; said the ward maps are meticulous and compact, noting the need to keep the neighborhoods intact; pointed out that wards one and three need to shrink and six, seven and eight need to grow in size to equalize population numbers; shared some ideas how this can happen; supported the staff recommendations on how to move forward.
- Councilor Keating - shared the potential implications of the data on Ward 3; shared information about other wards being either over or under in target populations; compared the current number of rentals in his ward versus those in a neighboring ward; offered ideas on how to meet population targets; asked how a neighbor would go about advocating their position and how City staff is working with state boundaries and county partners in making these changes.
- Councilor Clark - shared his understanding of how the boundaries work, noting that neighborhoods that are vastly different in size should be considered; commented that the 11 percent growth in Ward 3 is probably due to increased student housing developments; asked for clarification of the language used to describe criteria about where elected officials could reside, specifically the words, "advantaged" and "disadvantaged;" asked colleagues to consider the possibility that a candidate who files to run and is elected might no longer live in that ward after redistricting.
- Councilor Syrett – requested clarifying information about timelines; said that adoption of an ordinance would be in January 2022 and reminded Council that this conversation is about the criteria, not the boundaries; encouraged people not to be concerned about the public outreach so far since there will be robust input once maps have been drawn; shared that the City should be able to forecast where it is going to grow because of Envision Eugene; commented it would be problematic to redistrict a Councilor out of their ward and felt it is not a good value to have; encouraged other thinking around these criteria and consideration of language changes.
- Councilor Yeh – said she felt these are good recommendations and that people are waiting to see what ward lines are adjusted before forming opinions; agreed that having multiple councilors in a neighborhood is a benefit and does not want to see colleagues moved out of their wards; shared there are many other things neighborhood associations do besides political activities.

- Councilor Semple - supported the criteria as a good starting point; commented that council is looking at the ward boundaries not the neighborhood boundaries, noting it is critical to have greater outreach and to hear from the neighborhood associations.
- Councilor Groves - agreed there is an advantage to having multiple councilors advocating and representing neighborhood associations; said he felt the same rationale used for economic equity should be applied to the business community in terms of representation.
- Councilor Keating - agreed about the need to find a balance regarding distribution of businesses throughout the wards; commented that someone could file, move, and then file again, noting that it is common for people to move; stated the current system is set-up to largely benefit landowners; asked if Council could explore the creation of an at-large council seat as opposed to someone who is connected to a physical boundary, noting it could be beneficial to the overall health of our democracy and the community.
- Councilor Zelenka - stated that UBG expansion areas are not a good indicator of where growth will occur and shared facts about Ward 3 growth in the last 10 years; commented that criteria should not try to map out existing residences of councilors but should mark their residence on maps for continuity; asked for this to be added to the motion.
- Councilor Syrett - shared some suggested language for how motion could read.
- Councilor Keating - asked for clarification of what "current" means in terms of timing.
- Councilor Semple - shared some confusion, feels the wording does not make sense, asked for another suggestion.

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to approve the criteria as recommended by staff with the following amendments: to add that boundary options should be developed that neither disadvantage nor advantage incumbent elected officials; however, the new boundary should not be drawn to remove any incumbent's residence from their ward. **PASSED:** 7:1 (Groves opposed)

2. **WORK SESSION: Northwest Natural Gas Update**

City Manager Sarah Medary presented an update on Northwest Natural Gas.

Council Discussion:

- Councilor Yeh - asked if the money for projects comes from the rate payers; asked if there was a way to estimate the rates for future projects; shared her appreciation for continued efforts to find something to agree on and be partners; asked if an update on CAP 2.0 can be scheduled before the NW Natural projects come back to Council to understand the larger picture in meeting the City's 2030 goals.
- Councilor Clark - commented that any agreement does more for carbon reduction than none and is therefore a plus; asked if the senate bill, ordinance, or statute will be the first formed in the state and if Eugene will be the first to make use of it; commented this is a way to show leadership.
- Councilor Syrett - said she felt the proposal is a creative compromise in the right direction for the City; shared the timeline is rational and said she likes the increased fee over five percent and other criteria; shared some ideas about the use of additional funds.
- Councilor Zelenka - shared his appreciation for the innovative approach to being creative and moving forward, and said he likes the focus on the low-income parts of this program; commented it gives more certainty going forward which is a good approach; shared his hope that everyone agrees to use the money to reduce greenhouse gases not to fill holes in the general fund.
- Councilor Groves - stated that Council will accomplish more working cooperatively with Northwest Natural than in a disconnected and potentially adversarial way; shared an

expectation to come together in good faith and be reasonable in finding ways to close the gap in climate recovery work.

- Councilor Keating - shared his support for getting an update on CAP 2.0 and climate recovery goals; asked what oversight the City has for fossil fuels use and emissions; asked about motives for fossil fuel companies to reduce the one thing they make a profit from; shared concern that while negotiating fossil fuels agreements, the fossil fuels industry has been luring people away from electric by offering rebates; asked how a fossil fuel company will voluntarily reduce emissions unless the City has robust regulatory oversight, and what the Council legally and reasonably can do to meet the City's carbon reduction goals, provide proper oversight and transition off of fossil fuels for the future of the planet.
- Councilor Semple - agreed the money from the fee increase should go to greenhouse gas reduction efforts; said she was looking forward to EWEB's report and feels it is time to have a work session on CAP 2.0 progress; shared concerns about infrastructure and what council can do on this subject.
- Councilor Evans - appreciated the efforts to negotiate with NW Natural, noting the previous offers were advantageous only to NW Natural and did not take into account community members' input and meeting the City's climate goals; shared the response to rapid climate change is slow and the Climate Recovery Ordinance goals need to be adhered to by NW Natural.
- Mayor Vinis - shared that when the process began the goal was to make sure the franchise agreement aligned with the City's climate goals; asked about exploring the other strategies included in the CAP 2.0; said it is crucial that the door remains open to explore other strategies, noting the proposed direction aligns with the City's climate goals but does not encompass everything that could be done.
- Councilor Syrett - said the majority of residents are not ready for Council to limit options to electrification and suggested that conversations about this possibility should be planned; stated this agreement is a compromise and recognizes contradictions and Council must work harder towards City climate recovery goals; offered suggestion of reinforcing climate recovery goals and encouraging the permit department to proactively provide the benefits of electrification so customers are informed that gas does not have to be included in design plans; noted Multnomah County made a commitment that all new construction of government buildings will not include natural gas.
- Councilor Yeh - agreed this is one part of a larger effort and supported having a work session to get an update on CAP 2.0; shared there are 17 identified gap strategies, and many include items that are directly affected by fossil fuels, noting many of the issues councilors mentioned are embedded in the gap strategies.; supported the idea of money being directed towards efforts to meet City climate goals.
- Councilor Syrett - clarified the way this proposal is laid out the City Manager would say yes or no to the project proposal from NW Natural; said she was willing to put the motion on the table and asked for it to be restated.
- Councilor Keating - asked to see the text of the motion; voiced concern that he has several questions that require further discussion and is not comfortable moving forward without answers to questions.

MOTION AND VOTE: Councilor Syrett, seconded by Councilor Clark, moved to support the approach of working with Northwest Natural Gas on carbon reductions and a new franchise agreement and specially:

- Authorize City Manager to negotiate and approve NWNG emissions reduction program application to the PUC with emphasis on energy efficiency on lower income households; and

- Direct the City Manager to schedule a public hearing in the fall on a new franchise agreement as outlined in the work session. **PASSED:** 6:2, councilors Keating and Evans opposed

The meeting adjourned at 1:41 p.m.

Respectfully submitted,

Beth Forrest
City Recorder

(Recorded by Niyah Ross)

Link to the webcast of this City Council meeting [here](#).

MINUTES

**Eugene City Council
Virtual Meeting
Eugene, Oregon 97401**

**June 21, 2021
7:30 p.m.**

Councilors Present: Emily Semple, Matt Keating, Alan Zelenka, Jennifer Yeh, Mike Clark, Greg Evans, Claire Syrett and Randy Groves

Mayor Vinis opened the June 21, 2021, meeting of the Eugene City Council in virtual format.

1. PUBLIC HEARING: An Ordinance Vacating Slocum Drive, Songbird Loop, and Public Utility Easement

Mayor Vinis opened the public hearing.

1. Mark Grenz (applicant)- stated he has no comments and was present to answer any questions.

Mayor Vinis closed the public hearing.

2. PUBLIC HEARING: An Ordinance Prohibiting the Use of Fireworks Within the City Limits in the Areas South of 18th Avenue or East of Agate Street Through the Remainder of 2021 and in 2022; Prohibiting the Sale of Fireworks in the Areas South of 18th Avenue or East of Agate Street in 2022; and Declaring an Emergency and Providing for an Immediate Effective Date

Mayor Vinis opened the public hearing.

1. Emily Fox – supported the ban and sale of fireworks in south Eugene because the ban has worked in the past and continued dry conditions increase fire danger.
2. Jason Trout- supported the ban on fireworks but asked the council to delay implementation until the 2022 fireworks season.

Mayor Vinis closed the Public Hearing.

Council Discussion

- Councilor Semple – commented that she understands the trauma to veterans, animals, and people with breathing difficulties that fireworks can cause; supported a citywide ban due to drought and climate change, noting the equity aspect of this decision; asked what time of year firework orders will be placed for 2022; offered a friendly amendment to include the whole city in the ban.
- Councilor Groves – supported implementation of a ban for this year and revisiting the issue in time to enact a ban for 2022.
- Councilor Syrett - commented that she plans to put in a work session poll for a citywide ban on fireworks with a two-year implementation timeline; stated a complete ban is easier to enforce than a ban in limited geographical areas; said she believes summers will not be getting cooler and that the danger of fire will only increase.

- Councilor Zelenka – agreed that the odds of fire danger being lower next year are slim and supported the motion.
- Councilor Clark - asked if, procedurally, a motion can be made and voted on at a public hearing.
- Councilor Keating - shared there is extreme fire danger in the southwest hills and a municipal ban will arguably send people to rural areas to use fireworks; said he felt the council needs to work with the County to create a unified ban; shared data from national fire protection agencies for fires started on the fourth of July and how many were started by fireworks; urged the council to support the motion.
- Councilor Semple - supported a work session to further discuss this issue; stated there is a noise problem from fireworks and shared the idea of a lighted drone show.
- Councilor Syrett – in response to the concern that a ban on fireworks in Eugene will cause people to go outside of the city limits to set them off, stated does not believe this to be true but would like to explore this question in the work session; shared the idea of a City-sponsored fireworks show.
- Councilor Evans - commented that fire danger does not exist only in the south hills area; expressed concern about the use of illegal fireworks in neighborhoods and supported a citywide ban; said he likes the idea of a City-sponsored fireworks show that is legal, safe, and enjoyable.
- Councilor Clark - commented that fires are mostly the result of illegal fireworks and those who use them will ignore a citywide ban; shared that there has been a citywide fireworks show by the 20/30 Club for the past 20-years which benefits children’s charities and expressed hope the City can support that instead.
- Councilor Groves - said it is easier and more effective to ban fireworks citywide; shared information about the combustibility of needles from trees catching fire on rooftops.
- Councilor Keating - asked procedural questions about putting a motion on the table.
- Councilor Semple - asked what additional information might come to light over the next few days that could help inform Council’s decision.

MOTION AND VOTE: Councilor Keating, seconded by Councilor Groves, moved to adopt an Ordinance Prohibiting the Use of Fireworks Within the City Limits in the Areas South of 18th Avenue or East of Agate Street Through the Remainder of 2021 and in 2022; Prohibiting the Sale of Fireworks in the Areas South of 18th Avenue or East of Agate Street in 2022; and Declaring an Emergency and Providing for an Immediate Effective Date. **PASSED: 8:0**

3. ACTION: AN Ordinance Concerning Parking and Storage of Vehicles on Streets, and Amending Sections 5.010, 5.135, 5.225, and 5.265 of the Eugene Code, 1971

MOTION: Councilor Yeh, seconded by Councilor Syrett, moved to adopt an Ordinance Concerning Parking and Storage of Vehicles on Streets, and Amending Sections 5.010, 5.135, 5.225, and 5.265 of the Eugene Code, 1971.

Council Discussion

- Councilor Syrett - shared that she will vote in favor yet has reservations around this ordinance; commented that there is a plan from parking enforcement to focus on certain areas that are having chronic issues and recognize the terrible impacts on residents in the city; said that this is a challenging vote and requested an update in two to three months to get feedback from staff on this ordinance.
- Councilor Zelenka - shared has reluctance about this ordinance but acknowledged it is probably a move in the right direction; supported revisiting this in the fall to see how implementation is

going and whether there are unintended consequences.; asked how residents who do not have driveways or storage for RVs will be handled.

- Councilor Groves - commented that he originally pushed for this ordinance in the west Eugene industrial area and it has been expanded; shared the importance of being responsive right now while the City is also developing the safe sleep sites.
- Councilor Keating - said he is deeply saddened by this proposed action and cannot support an ordinance change that would threaten a resident's existence, noting how this will disproportionately impact lower-income people in the community; asked if this proposal can be amended to include the industrial areas only.
- Councilor Semple - shared there is a dangerously explosive situation in west Eugene that needs action; expressed concern about how this moves people around when there is nowhere to go; supported the idea to make the ordinance apply to industrial areas only.
- Councilor Yeh - commented the situation is clearly out of control and said she would not consider this motion if safe sleep spots were not being worked on at the same time; discussed the critical need to address problematic behaviors and find safe places for people to stay; said she understands the hesitance and cannot ignore the stories from residents because the situation is not safe.
- Mayor Vinis – said she also shares a sense of reluctance about this proposed ordinance and recognizes that while changing the code creates some clarity, it also may be seen as a blunt instrument that may impact a larger number of people; asked whether these changes would be enforced on a complaint basis or through monitoring.
- Councilor Semple - asked for clarification of rules related to overnight RV parking; asked what the City will do to accommodate people who need to park their RV on the street.
- Councilor Evans - asked if staff has looked for a middle ground on this issue; shared some negative experiences he has witnessed in his ward; commented that action needs to be taken and Council should communicate why it is taking these steps; said he feels like this is an appropriate starting point.
- Councilor Zelenka - stated Council needs to act now and agree to check in after a couple of months to see how it is working; requested a review of the impacts, enforcement, and unintended consequences of the ordinance.

VOTE: PASSED: 7:1 (Keating opposed)

4. ACTION: Appointments to Boards, Commissions and Committees

Budget Committee

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to reappoint Tai Price-Zimmerman to the Budget Committee for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Siobhan Cancel to the Budget Committee for a three-year term beginning July 1, 2021, and ending on June 20, 2024. **PASSED: 8:0**

MOTION: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Ryan Kounovsky to the Budget Committee for a three-year term beginning July 1, 2021, and ending on June 30, 2024.

Council Discussion:

- Councilor Clark - commented that there has not been a woman who lives in Ward 5 appointed to serve on the Budget Committee; shared some reasons why he believes Brittany Quick-Warner is a better candidate.
- Councilor Keating- asked if the number of votes for both applicants can be shared with council.
- Councilor Groves - shared his support for Brittany Quick-Warner and said her application was superior to other applicants.
- Councilor Evans - asked when it is appropriate to make a substitute motion.
- Councilor Keating - asked procedural questions about amending a substitute motion and shared the names of other candidates that he would recommend.
- Councilor Syrett - said she would vote against any substitute motions.
- Councilor Clark – shared his concerns about the process for selecting the boards and commissions members.
- Councilor Yeh – said she would not be supporting any substitutions and felt the person nominated has the expertise to do this position well.

MOTION TO SUBSTITUTE AND VOTE: Councilor Clark, seconded by Councilor Groves, moved to substitute Brittany Quick- Warner. **FAILED: 3:5, councilors Syrett, Keating, Zelenka, Semple, and Yeh opposed.**

MOTION TO SUBSTITUTE AND VOTE: Councilor Evans, seconded by Councilor Keating, moved to substitute Zach Mulholland. **FAILED: 2:6, councilors Syrett, Zelenka, Semple, Yeh, and Clark opposed.**

VOTE ON MAIN MOTION: PASSED 8:0.

Civilian Review Board

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Keating, moved to appoint Clay Neal to the Civilian Review Board for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Alan Leiman to the Civilian Review Board for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 7:1, Councilor Clark opposed.**

- Councilor Keating - commented that he would like to see a little more diversity on the CRB; offered a motion to substitute Alexis Hajarazada, but there was no second.

Human Rights Commission

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to reappoint Kris Galago to the Human Rights Commission for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Briselda Molina Ortega to the Human Rights Commission for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Scott Lemons to the Human Rights Commission for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 6:2**, councilors Evans and Keating opposed.

- Councilor Keating - offered a motion to substitute Ericka Rhodes-Edwards, but there was no second.

Sustainability Commission

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Janice Bohman to the Sustainability Commission for a four-year term beginning July 1, 2021, and ending on June 30, 2025. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Mitra Gruwell to the Sustainability Commission for a four-year term beginning July 1, 2021, and ending on June 30, 2025. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Hannah Shafer to the Sustainability Commission for a four-year term beginning July 1, 2021, and ending on June 30, 2025. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Dennis Reynolds to the Sustainability Commission for a four-year term beginning July 1, 2021, and ending on June 30, 2025. **PASSED: 8:0**

Toxics Board

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Yvonne Coutts to an Industry Rep position on the Toxics Board for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 7:1**, Councilor Keating opposed.

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Mikala Larsen to an Industry Rep position on the Toxics Board for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Ryan Josef-Maier to an Advocacy position on the Toxics Board for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Daniel Sharp to an Industry Rep position on the Toxics Board for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 8:0**

Historic Review Board

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to reappoint Lesley Yates Pollard to the Historic Review Board for a four-year term beginning July 1, 2021, and ending on June 30, 2025. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Shannon Sardell to the Historic Review Board for a four-year term beginning July 1, 2021, and ending on June 30, 2025. **PASSED: 8:0**

Lane Regional Air Protection Agency

MOTION: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Jenna Knee to the Lane Regional Air Protection Agency for a three-year term beginning July 1, 2021 and ending on June 30, 2024. **PASSED: 8:0**

Council Discussion

- Councilor Groves – supported substituting Zach Mulholland, noting that he was impressed with Zach's work on the Sustainability Commission and is a natural fit for LRAPA with his with sustainability and climate change expertise.
- Mayor Vinis - shared that the nominee was her recommendation and she was impressed with her application; said there is a benefit to bringing new people with a high level of skills and experience into boards and commissions roles.
- Councilor Syrett – said she was opposed to the substitution and while she appreciated Zach's work and advocacy on sustainability there needs to be space for new people to participate on the board; asked for clarification of the board's make-up and gender diversity.

MOTION AND VOTE: Councilor Groves, seconded by Councilor Evans, moved to substitute Zach Mulholland. **FAILED: 4:5**, councilors Syrett, Semple, Yeh and Clark opposed; Mayor Vinis voting in opposition.

VOTE ON MAIN MOTION: PASSED: 8:0

Whilamut Citizen Planning Committee

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to reappoint David Sonnichsen to the Whilamut Citizen Planning Committee for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Karl Eysenbach to the Whilamut Citizen Planning Committee for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Meredith Jacobson to the Whilamut Citizen Planning Committee for a three-year term beginning July 1, 2021 and ending on June 30, 2024. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Sharon Roberts to the Whilamut Citizen Planning Committee for a three-year term beginning July 1, 2021, and ending on June 30, 2024. **PASSED: 8:0**

Planning Commission

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to reappoint Lisa Fragala to the Planning Commission for a four-year term beginning July 1, 2021, and ending on June 30, 2025. **PASSED: 8:0**

MOTION AND VOTE: Councilor Yeh, seconded by Councilor Syrett, moved to appoint Thomas Fiorelli to the Planning Commission for a four-year term beginning July 1, 2021, and ending on June 30, 2025. **PASSED: 8:0**

Council Discussion

- Councilor Keating – in response to earlier questions about the LRAPA board membership, stated that of the nine members on the LRAPA board, five are male and four are female.
- Mayor Vinis - reported that Mistry Frost is stepping down and a woman is replacing her on the board.
- Councilor Yeh- commented that for a long time, most commissions were all men and having a majority of women on a group is never an inherently bad thing.

The meeting adjourned at 8:45 p.m.

Respectfully submitted,

Beth Forrest
City Recorder

(Recorded by Niyah Ross)
Webcast of meeting available [here](#).

MINUTES

**Eugene City Council
Virtual Work Session
Eugene, Oregon 97401**

**June 28, 2021
5:30 p.m.**

Councilors Present: Emily Semple, Matt Keating, Alan Zelenka, Jennifer Yeh, Mike Clark, Greg Evans, Claire Syrett, Randy Groves

Mayor Vinis opened the June 28, 2021, work session of the Eugene City Council in virtual format.

1. WORK SESSION: Police Commission Annual Report

City Manager Sarah Medary introduced and gave background on the topic. Police Commission Analyst Jeremy Cleversey introduced the team who gave a presentation on the report.

Council Discussion:

- Councilor Zelenka - commented that the Police Commission reviews the policy and procedures of the police department; shared some of the policies that have been reviewed in the last couple years; said the Police Commission does important work and complimented the work plan; commented the city has eight special areas downtown with unique rules which creates a confusing enforcement environment and suggested the council look at this for possible changes.
- Councilor Groves - shared that he is interested in making downtown enforcement districts more cohesive; said he looks forward to simplifying this for officers to achieve compliance; commented that he was happy to see health and wellness at the top of the list of priorities.
- Councilor Syrett – said she was impressed with the outcomes of the past year and is grateful for the priority areas for the coming year; noted the value of the diversity of perspectives on the commission; expressed appreciation for and hope that the Police Commission continues to promote community engagement by holding formal meetings outside of the police headquarters; said she is pleased to see the progress made in connecting the commission in a more robust way with officers focusing on different tasks forces and areas of operations; asked for clarification of the leash ordinance in the downtown area.
- Councilor Semple - commented there are too many boundaries downtown and said she would like to see them better organized.
- Councilor Yeh – complimented Sean Shivers and Vi Huynh for an excellent job leading by example; said leadership is valuable and thanked them for their leadership.
- Councilor Keating - thanked Sean for his leadership on the commission; asked if the commission will still utilize the digital space to allow more access.
- Mayor Vinis - expressed gratitude to the Police Commission for the work done through challenging times.

2. WORK SESSION: Civilian Review Board and Police Auditor's Office Annual Reports

Interim Police Auditor Leia Pitcher and Civilian Review Board member Bernadette Conover introduced and gave background on the topic.

Council Discussion:

- Councilor Keating - asked for clarification of the process to get cases in front of the Civilian Review Board; asked why one case was reviewed and the other 12 were not.

- Councilor Syrett - appreciated reminding the community of the three pillars, noting the creation of the Police Auditor position and the CRB were both citizen-initiated; said a robust civilian oversight model has been created independent of the police department and the work being done is remarkable, especially the work done at incident command to support the Spanish-speaking population.
- Councilor Yeh - said she likes the idea of a DA Officer; asked if outreach to the Spanish-speaking population will resume to earlier levels; appreciated the outreach and tabling efforts done by the Police Auditor's Office.
- Mayor Vinis - extended her thanks and appreciation to the Police Auditor and CRB, particularly for rising to every occasion to keep this work going while taking on new things.
- Councilor Syrett - asked clarifying questions about the number of employees who interact with the public.
- Councilor Keating - commented that a large police department was referenced and stated that the Eugene Police Department is on a smaller scale; asked for a better sense of size when comparisons are made with other cities.
- Mayor Vinis - appreciated reading this report and getting a sense of the deliberations and reasoning around chosen cases; said it was revealing and helpful to understand the kinds of challenges officers and community members are facing; appreciated the commitment of the entire CRB to the community and improving the quality of work.

Meeting adjourned at 6:40 p.m.

Respectfully submitted,

Beth Forrest
City Recorder

(Recorded by Niyah Ross)

Link to the webcast of this City Council meeting [here](#).

MINUTES

**Eugene City Council
Virtual Meeting
Eugene, Oregon 97401**

**July 19, 2021
7:30 p.m.**

Councilors Present: Emily Semple, Matt Keating, Alan Zelenka, Jennifer Yeh, Mike Clark (joined at 8:09 p.m.), Randy Groves, Claire Syrett

Absent: Greg Evans.

Mayor Vinis opened the July 19, 2021, meeting of the Eugene City Council in a virtual format.

1. Community Forum on Ad Hoc Committee on Police Policy Recommendations

Community Forum

1. Jacob Trewe - encouraged the adoption of the recommendations and explained reasoning.
2. Pat Bryan - urged Council to adopt all recommendations, shared story of international students.
3. Anne O'Brien - strongly supported each recommendation in the report.
4. Rabbi Ruhi Sophia Rubenstein- encouraged immediate adoption and long-term commitment.
5. Dawn Lesley - shared letter of support from the Santa Clara Community Executive Board.
6. Maria - encouraged Council to adopt recommendations that have direct influence over EPD.
7. Janet Morrison – appreciated the process and follow-through of Council.
8. Tibor Bessko- supported the recommendations and applauded the historical background.
9. Mia Coltrane - said this is an opportunity to create a new start for public safety models.
10. Jeffrey Kern - asked Council to consider improved policing for the benefit of all.
11. Emily Heilbrun - urged Council to act now; said police should not respond to mental health calls.
12. Ruth Koenig - expressed praise for CAHOOTS and recognition that they are not paid enough.
13. Katharine Hunt - strongly encouraged Council to listen and act on recommendations.
14. David VanPiccioni - commented that psychedelics should be made available and legalized.
15. Linda Ague - commented that there is little in the report that shouldn't already be policy.
16. Brita Pastor - expressed that safety is first and believes Eugene can do this hard work.
17. Laoni Davis - expressed support for all recommendations in the report.
18. Laura Diamond - asked Council to adopt and support each recommendation with a path forward.
19. Ellen Rifkin - encouraged Council to do something new and embrace the wisdom of the report.
20. Sarah Kerr-Daly - shared her family's experience with EPD and supported all recommendations.
21. Brooklyn - shared she does not believe in violence or incarceration to solve problems.
22. Jan Wulling - asked Council to methodically adopt all of the recommendations.
23. Charlie Kaylor - represented the League of Women Voters in support of the report recommendations.
24. Jolene Siensen - stated the report demonstrates thoroughness and a real-world view.
25. Marty Wilder - shared a story that drives him to actively advocate these recommendations.
26. Carol Seaton - shared doctors and hospital staff need to report injuries caused by police.
27. Hope Clifton - shared her concern for her brothers and sisters of color in this community.
28. Sarita Lief - said it is time to exit the dark shadows of racism; report is a roadmap to the way out.
29. Tomas Daly - suggested the City not hire officers with a military background; supported report.
30. Jack Radey - shared he addressed Council 22-years ago about a culture of violence within EPD.
31. Libbie Rascon - shared her experiences not getting help from EPD when called multiple times.
32. Jim Stauffer - shared common thread in paying attention to the process going forward.

Council Discussion

- Mayor Vinis - commented that this is the first meeting in a long process of evaluating these recommendations and Council has every intention to do this work thoroughly and respectfully; stated Council is committed to this work and there will be more opportunities for the community to engage on this topic.
- Councilor Keating - asked how a community should send in testimony to Council if they are not able to log in to the Zoom meeting.
- Councilor Groves - shared this is an emotional issue for people, and it is important to weigh the facts in terms of what is being done, what is left to be done, and what can legally be done; clarified questions on mandatory reporting.

The meeting adjourned at 9:00 p.m.

Respectfully submitted,

Beth Forrest
City Recorder

(Recorded by Niyah Ross)

Link to the webcast of this City Council meeting [here](#).

MINUTES

**Eugene City Council and
Eugene Urban Renewal Agency
Virtual Meeting
Eugene, Oregon 97401**

**October 18, 2021
7:30 p.m.**

Councilors Present: Randy Groves, Emily Semple, Jennifer Yeh, Matt Keating, Mike Clark, Claire Syrett

Councilors Absent: Alan Zelenka, Greg Evans

Mayor Vinis opened the October 18, 2021, meeting of the Eugene City Council in virtual format.

1. PUBLIC HEARING: An Ordinance Concerning the Crime of Intimidation by Display of a Noose and Increasing the Maximum Penalty for Violating Section 4.731 of the Eugene Code, 1971 (Bias Crime in the 2nd Degree); Adding Section 4.732 to the Eugene Code, 1971; and Amending Section 4.990 of that Code

Mayor Vinis opened the Public Hearing.

There were no speakers for the Public Hearing.

Mayor Vinis closed the Public Hearing.

Council Discussion

- Councilor Syrett – pointed out that Councilor Evans was not present for the meeting; said this Council action was, in part, a response to a recently changed State statute and Councilor Evans had provided very personal and impactful testimony to the State legislature in support of the new law; expressed her appreciation for Councilor Evans’ contribution to this important change.
- Councilor Keating – reported that the Intergovernmental Relations Committee enthusiastically advocated for passage of the State legislation

Mayor Vinis adjourned the meeting of the Eugene City Council and convened a meeting of the Eugene Urban Renewal Agency.

2. URA PUBLIC HEARING: Downtown Open Space Improvements

Mayor Vinis opened the Public Hearing.

There were no speakers for the Public Hearing.

Mayor Vinis closed the Public Hearing.

The meeting adjourned at 7:43 p.m.

Respectfully submitted,

Beth Forrest
City Recorder

Webcast of meeting available [here](#).

EUGENE CITY COUNCIL AGENDA ITEM SUMMARY



Approval of Tentative Working Agenda

Meeting Date: October 25, 2021
Department: Central Services
www.eugene-or.gov

Agenda Item Number: 2B
Staff Contact: Beth Forrest
Contact Telephone Number: 541-682-5882

ISSUE STATEMENT

This is a routine item to approve the City Council Tentative Working Agenda.

BACKGROUND

On July 31, 2000, the City Council held a process session and discussed the Operating Agreements. Section 2 notes, in part, that "The City Manager shall recommend monthly to the council which items should be placed on the council agenda. This recommendation shall be placed on the consent calendar at the regular City Council meetings (regular meetings are those meetings held on the second and fourth Monday of each month in the Council Chamber). If the recommendation contained in the consent calendar is approved, the items shall be brought before the council on a future agenda. If there are concerns about an item, the item may be pulled from the consent calendar at the request of any councilor or the Mayor. A vote shall occur to determine if the item should be included as future council business." Scheduling of this item is in accordance with the Council Operating Agreements.

COUNCIL OPTIONS

The council may choose to approve, amend or not approve the tentative agenda.

SUGGESTED MOTION

Move to approve the items on the Tentative Working Agenda.

ATTACHMENTS

A. Tentative Working Agenda

FOR MORE INFORMATION

Staff Contact: Beth Forrest
Telephone: 541-682-5882
Staff E-Mail: bforrest@eugene-or.gov



City Council Tentative Agenda

Updated October 21, 2021

**** SPECIAL NOTICE ****

As our state and community recover from the COVID-19 pandemic, City Council meetings will continue to be held remotely using virtual meeting technology. Information about how to access these meetings will be available at <https://www.eugene-or.gov/3360/Webcasts-and-Meeting-Materials>.

October 2021					
Date	Day	Time	Title	Length	Dept. Contact
25-Oct	Monday	5:30 p.m.	 Steam Plant Redevelopment Update (Work Session)	45 mins	Amanda D’Souza, PDD
			 Human Rights Commission Report and Work Plan (Work Session)	45 mins	Fabio Andrade, CS
		7:30 pm	 Committee Reports and Items of Interest  Public Forum  942 Olive-Update Purchase and Sale Agreement (Action)		Anne Fifield, PDD
Expected absences for 10/25: Syrett (absent WS only)					
27-Oct	Wednesday	12 pm	 Waste Management at Large Events (Work Session)	45 mins	Deveron Musgrave, PDD
			 TBD (Work Session)	45 mins	
Expected absences for 10/27: none					
27-Oct	Wednesday	5:30 pm	 Budget Committee ARPA and Community Safety Initiative Funds Discussion (Work Session)		Vicki Silvers, CS
Expected absences for 10/27: none				Note: Budget Committee meeting added	



Work Session



Action



Public Hearing



Public Forum



Consent Calendar



Committee Reports/Items of Interest



CC Agenda Changes



Pledge of Allegiance



CC Agenda Changes

November 2021						
Date	Day	Time	Title		Length	Dept. Contact
8-Nov	Monday	5:30 pm	 Ward Boundary Update (Work Session)	45 mins	Jason Dedrick, CS	
			 Sustainability Commission Work Plan (Work Session)	45 mins	Chelsea Clinton, CS	
		7:30 pm	 Pledge of Allegiance to the Flag  Committee Reports and Items of Interest  Public Forum  Resolution Annexing Land to City (Joseph Muller) (Consent Calendar 2)		Althea Sullivan, PDD	
Expected absences for 11/8: none						
10-Nov	Wednesday	12 pm	 Housing Implementation Pipeline (HIP) Draft Review (Work Session)	45 mins	Amanda Nobel, PDD	
			 TBD (Work Session)	45 mins		
Expected absences for 11/10: none						
15-Nov	Monday	5:30 pm	Schedule only as needed			
		7:30 pm	 TBD (Public Hearing)			
Expected absences for 11/15: none						
17-Nov	Wednesday	12 pm	 CAP 2.0 Annual Update and Implementation Plan (Work Session)	90 mins	Chelsea Clinton, CS	
Expected absences for 11/17: none						
22-Nov	Monday	5:30 p.m.	 Renter Protections (Work Session)	45 mins	Genevieve Middleton, PDD	
			 TBD (Work Session)	45 mins		
		7:30 pm	 Committee Reports and Items of Interest  Resolution Approving LIRHPTE for Aurora Building (Consent Calendar #1)  Public Forum  Ordinance Granting BNSF Railway a Franchise for Use of Public Way (Action)		Ellen Meyi-Galloway, PDD Pam Berrian, CS	
Expected absences for 11/22: none						

24-Nov	Wednesday	12 pm	MEETING CANCELLED		
<i>Expected absences for 11/24: none</i>					

December 2021						
Date	Day	Time	Title		Length	Dept. Contact
8-Dec	Wednesday	12 pm		Joint Work Session with Lane County Board (Work Session)	90 mins	CS
Expected absences for 12/8: none						
8-Dec	Wednesday	5:30 pm		Budget Committee FY22 Supplemental Budget Review (Work Session)		Vicki Silvers, CS
Expected absences for 12/8: none						Note: Budget Committee Meeting Added
13-Dec	Monday	5:30 p.m.		Funding for Climate Change and Homelessness Initiatives (Work Session)	45 mins	Twylla Miller, CS
				HIP – Downtown Housing (Work Session)	45 mins	Will Dowdy, PDD
		7:30 pm		Committee Reports and Items of Interest		Finn Cronin, CS
				Resolution Acknowledging Receipt of FY21 Annual Financial Report (Consent Calendar 1)		
				Public Forum		
				URA - Resolution Acknowledging Receipt of FY21 URA Annual Financial Report (Action)		
		FY22 City of Eugene Supplemental Budget (Public Hearing and Action)	Liz Butterfield, CS			
		FY22 URA Supplemental Budget (Public Hearing and Action)	Liz Butterfield, CS			
Expected absences for 12/13: none						
15-Dec	Wednesday	12 pm		Downtown Riverfront Projects (Work Session)	45 mins	Will Dowdy, PDD
				TBD (Work Session)	45 mins	
Expected absences for 12/15: none						

Council Break: December 16 – January 5

January 2022					
Date	Day	Time	Title	Length	Dept. Contact
5-Jan	Wednesday	5:30 pm	2022 State of the City		Niyah Ross, CS
Expected absences for 1/5:					
10-Jan	Monday	5:30 pm	 TBD (Work Session)	45 mins	
			 TBD (Work Session)	45 mins	
		7:30 pm	Election of 2022 City Council Officers  Committee Reports and Items of Interest  Public Forum		
Expected absences for 1/10: none					
12-Jan	Wednesday	12 pm	 TBD (Work Session)	45 mins	
			 TBD (Work Session)	45 mins	
Expected absences for 1/12: none					
18-Jan	Tuesday	5:30 pm	Schedule only as needed		
		7:30 pm	 Ordinance Updating Public Contracting Code Provisions an Exemptions (Public Hearing)		
Expected absences for 1/18: none					
19-Jan	Wednesday	12 pm	 TBD (Work Session)	45 mins	
			 TBD (Work Session)	45 mins	
Expected absences for 1/19: none					
24-Jan	Monday	5:30 p.m.	 Housing Implementation Pipeline Review and Action (Work Session)	90 mins	Amanda Nobel, PDD
		7:30 pm	 Committee Reports and Items of Interest  Public Forum  Ordinance Updating Public Contracting Code Provisions an Exemptions (Action)		Becky Wheeler, CS
Expected absences for 1/24: none					

26-Jan	Wednesday	12 pm	 TBD (Work Session)	45 mins	
			 TBD (Work Session)	45 mins	
<i>Expected absences for 1/26: none</i>					

February 2022					
Date	Day	Time	Title	Length	Dept. Contact
9-Feb	Wednesday	12 pm	 TBD (Work Session)	45 mins	
			 TBD (Work Session)	45 mins	
<i>Expected absences for 2/9: none</i>					
14-Feb	Monday	5:30 pm	 TBD (Work Session)	45 mins	
			 TBD (Work Session)	45 mins	
		7:30 pm	 Committee Reports and Items of Interest  Public Forum		
<i>Expected absences for 2/14: none</i>					
16-Feb	Wednesday	12 pm	 TBD (Work Session)	45 mins	
			 TBD (Work Session)	45 mins	
<i>Expected absences for 2/16: none</i>					
22-Feb	Tuesday	5:30 pm	Schedule only as needed		
		7:30 pm	 TBD (Public Hearing)		
<i>Expected absences for 2/22: none</i>					
23-Feb	Wednesday	12 pm	 TBD (Work Session)	45 mins	
			 TBD (Work Session)	45 mins	
<i>Expected absences for 2/24: none</i>					
28-Feb	Monday	5:30 p.m.	 TBD (Work Session)	45 mins	
			 TBD (Work Session)	45 mins	
		7:30 pm	 Committee Reports and Items of Interest  Public Forum		
<i>Expected absences for 2/28: none</i>					

March 2022						
Date	Day	Time	Title		Length	Dept. Contact
9-Mar	Wednesday	12 pm	 TBD (Work Session)		45 mins	
			 TBD (Work Session)		45 mins	
Expected absences for 3/9: none						
14-Mar	Monday	5:30 p.m.	 TBD (Work Session)		45 mins	
			 TBD (Work Session)		45 mins	
		7:30 pm	 Committee Reports and Items of Interest			
			 Public Forum			
Expected absences for 3/14: none						
16-Mar	Wednesday	12 pm	 TBD (Work Session)		45 mins	
			 TBD (Work Session)		45 mins	
Expected absences for 3/16: none						

Council Break: March 17 – April 11

 Work Session	 Action	 Public Hearing	 Public Forum	 Consent Calendar
 Committee Reports/Items of Interest	 Ceremonial Matters	 Pledge of Allegiance		

Approved Work Session Polls to be Scheduled	Councilor	Date Approved
"Housing Status" as a Protected Class – <i>follow-up TBD</i>	Sample	03/12/20
Response to Hate Crimes – <i>follow-up TBD</i>	Clark	03/18/21
Reparations (two-part work session) – <i>Part 1 held June 23</i>	Evans	03/18/21
Waste Management at Large Events – <i>scheduled October 27</i>	Sample	04/08/21
Funding Source for Climate Change and Homelessness – <i>scheduled December 13</i>	Zelenka	05/10/21
Fossil Fuel Risk Bonds	Groves, Syrett	10/21/21

UPCOMING PUBLIC HEARINGS			
Date of Public Hearing	Title	Description	Staff Contact
November 15 (7:30 p.m.)			

EUGENE CITY COUNCIL AGENDA ITEM SUMMARY



Public Forum

Meeting Date: October 25, 2021
Department: Central Services
www.eugene-or.gov

Agenda Item Number: 3
Staff Contact: Beth Forrest
Contact Telephone Number: 541-682-5882

ISSUE STATEMENT

This segment allows citizens the opportunity to express opinions and provide information to the council. Testimony presented during the Public Forum should be on city-related issues and should not address items which have already been heard by a Hearings Official or are on the present agenda as a public hearing item.

SUGGESTED MOTION

No action is required; this is an informational item only.

FOR MORE INFORMATION

Staff Contact: Beth Forrest
Telephone: 541-682-5882
Staff E-Mail: bforrest@eugene-or.gov

EUGENE URBAN RENEWAL AGENCY

AGENDA ITEM SUMMARY



Action: 942 Olive Purchase and Sale Agreement

Meeting Date: October 25, 2021
Department: Planning and Development
www.eugene-or.gov

Agenda Item Number: 4
Staff Contact: Anne Fifield
Contact Telephone Number: 541-682-5451

ISSUE STATEMENT

In 2015, the Urban Renewal Agency approved the disposition of 942 Olive Street to the University of Oregon (UO), so that the building could be developed as a hub for entrepreneurial activity, anchored by Eugene RAIN, which was funded by the state at that time. The UO completed a renovation of the building in 2016 and has used it for entrepreneurial activities since. Following the non-renewal of its state funding, Eugene RAIN lacked adequate financial resources and ceased operations in late 2019. In early 2020, a new economic development agency, Onward Eugene, began to provide entrepreneurial services to the community in partnership with the UO. For the UO to be compliant with the 2015 Purchase and Sale Agreement (PSA) and associated agreements with the state, the Agency and the UO must amend the PSA to remove references to Eugene RAIN.

BACKGROUND

The Urban Renewal Agency acquired the property at 942 Olive Street in 2009 as part of the land-assembly effort to redevelop the neighboring site which is now Lane Community College's Mary Spilde Center. The Agency approved the sale of 942 Olive to the UO in 2015 for \$1, with the terms of sale shown in Attachment A. The terms required that the property be used to create an entrepreneurial hub, anchored by Eugene RAIN. The 2015 PSA is shown in Attachment B.

To date, the UO has met all the obligations identified in the 2015 PSA. It renovated the property, making seismic and other structural improvements. It created classrooms and co-working space that has hosted the UO's Product Design program and entrepreneurial activity associated with Eugene RAIN. The building also provided meeting space, used by organizations in the entrepreneurial ecosystem, the UO, the City, and others. The building served as a hub from its opening in 2016 until the COVID-19 pandemic shuttered indoor activity.

From 2016 to the end of 2019, Eugene RAIN anchored the facility. Start-up companies came to the building for classes, mentoring, and co-working space. However, following the non-renewal of state funding, Eugene RAIN lacked adequate financial resources and ceased to operate near the end of 2019.

With the demise of RAIN Eugene, the UO has partnered with Onward Eugene to provide entrepreneurial services. Onward Eugene is a newly formed non-profit organization, established

in partnership with the Eugene Area Chamber of Commerce. Onward's mission is to provide regional economic development services, including entrepreneurial services, business expansion, marketing and business recruitment, and leadership development. It aims to succeed where Eugene RAIN did not: by consolidating the multiple economic development objectives under a single administrative umbrella, the organization can centralize administrative costs and fundraising.

The UO is now working with Onward, so that Onward can use the space as intended—to be a hub of entrepreneurial activity. Onward has been implementing entrepreneurial programming, in partnership with the UO, in a virtual environment, since early 2020. The two organizations are now transferring the programming to a mix of in-person and virtual activities.

The shift of organization (but not use) has put the UO at risk of being non-compliant with the PSA. In addition, the PSA supports a bundle of agreements between the UO and the State of Oregon that supported the use of state capital bonds to fund the building's renovation to house the state-funded Eugene RAIN program. The City and the UO must agree to amend the 2015 PSA for the UO to be compliant. This will then allow the UO to seek revision of its agreement with the State of Oregon to obtain approval for use of 942 Olive Street by entities such as Onward Eugene, consistent with the purpose of the state bonds.

Attachment C is an amendment to the 2015 PSA, that will document the shift of organization and ensure the UO is compliant with the City's PSA.

PREVIOUS COUNCIL DIRECTION

[February 9, 2015 Agency Board Meeting](#)

The Urban Renewal Agency approved the sale of 942 Olive to the University of Oregon, consistent with terms of sale included in the AIS packet.

COUNCIL OPTIONS

1. Authorize the Agency Director to execute the First Amendment to the Purchase and Sale Agreement, as shown in Attachment C.
2. Direct the Agency Director to not execute the First Amendment to the Purchase and Sale Agreement.

CITY MANAGER'S RECOMMENDATION

The City Manager recommends Option 1.

SUGGESTED MOTIONS

Move to authorize the Agency Director to execute the First Amendment to the Purchase and Sale Agreement for 942 Olive Street, as set forth in Attachment C.

ATTACHMENTS

- A. Terms of sale, as approved by the Agency on February 9, 2015
- B. 2015 Purchase and Sale Agreement for 942 Olive Street
- C. Proposed First Amendment to Purchase and Sale Agreement

FOR MORE INFORMATION

Staff Contact: Anne Fifield
Telephone: 541-682-5451
Staff E-Mail: Afifield@eugene-or.gov

Outline of Terms of Sale for 942 Olive Street

Buyer: University of Oregon

Seller: Urban Renewal Agency of the City of Eugene

Property: Land and improvements (approximately 12,800 square feet) located at 942 Olive Street

Purchase Price: \$1.00

Property Condition: The property is offered on an “as is” basis. The City intends to submit for a \$60,000 grant from Business Oregon. If the grant funds become available, they will be used for environmental remediation, based on a Level I environmental assessment dated August 8, 2014.

Purchase and Sale Agreement: If terms of sale are agreed upon by the Urban Renewal Agency and the U of O Board of Trustees, Buyer and Seller shall enter into a Purchase and Sale Agreement for the Property listed above.

Closing Date: The closing of the sale shall occur as soon as possible but no later than June 30, 2015, unless a reasonable extension is agreed upon by the seller and buyer.

Project Description: The property will be used to create an entrepreneurial hub, anchored by RAIN Eugene.

Exclusive Negotiation: Seller will not enter into negotiations with any other party.

Parking: The City agrees to identify access to 25 parking permits at market rate or bulk rate, if applicable. The City will make a good faith effort to identify desired bicycle parking located nearby.

Permits and Fees: Buyer will be responsible for all building permits and related fees. The City will provide facilitated permit review.

Reversionary clause:

- a. If RAIN Eugene does not occupy the property within 18 months or does not demonstrate significant progress towards occupying the property, Seller retains the right to purchase the property back from the buyer for \$1.00, plus the fair market value of any improvements made to the property.
- b. If Buyer desires to sell the property within ten years, Seller will retain a right of first refusal, or the Buyer and Seller agree to split net proceeds on a pro-rated basis, based on total investments made in the building project prior to such sale and a straight-line depreciation of The City’s interest over a 10 year period.
- c. If there is unused space in the property after RAIN Eugene moves in, the U of O will consult with the City to identify compatible uses for the property.

PURCHASE AND SALE AGREEMENT

BETWEEN: URBAN RENEWAL AGENCY OF THE CITY OF EUGENE, (“Seller”)
an Oregon municipal corporation

AND: UNIVERSITY OF OREGON (“Buyer”)

EXECUTION DATE: _____, 2015

RECITALS

- A. Buyer desires to purchase and Seller desires to sell certain property (“Property”) seller owns located at 942 Olive Street in downtown Eugene, Oregon, identified as Map No. 17-03-31-1-13, tax lot 5000. See attached Exhibit “A”.
- B. Seller intends to sell Property to Buyer to be developed as a workspace for Eugene Regional Accelerator and Innovation Network (“Eugene RAIN”).
- C. The parties are public entities and recognize the benefit to the community in creating an entrepreneurial hub, anchored by Eugene RAIN, and to that end intend to cooperate to the greatest extent possible in achieving that goal.
- D. On February 9, 2015, the Urban Renewal Agency Board approved disposition of 942 Olive to Buyer.
- E. This Agreement includes certain conditions, covenants, and options designed to protect the investment of public funds represented by this project and to allow each entity to proceed in a manner consistent with its mission and purpose.

AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is entered into between the City of Eugene and University of Oregon on the date first listed above (“Execution Date”).

1. **RECITALS.** The above recitals are deemed true and incorporated herein by this reference.
2. **DEFINITIONS.** Unless proper nouns are otherwise defined herein, capitalized terms used in this Agreement will have the following meanings:
 - 2.1 **“AGENCY”** means the Urban Renewal Agency of the City of Eugene, Oregon.
 - 2.2 **“BUYER’S CLOSING COSTS”** means one-half (1/2) of the Escrow Agent’s Closing fees and costs and all of the cost of title insurance, plus all other payments which Buyer is to make at Closing as described in this Agreement.
 - 2.3 **“CITY”** means the City of Eugene, Oregon.

2.4 “**CLOSING**” means the conveyance of the Property from Seller to Buyer, concluding with Seller’s delivery of the Deed to Buyer.

2.5 “**CLOSING DATE**” means the date on which Seller conveys the Property to Buyer.

2.6 “**CODE**” means the City of Eugene Code, originally effective as of June 16, 1971, and all amendments thereto.

2.7 “**DEED**” means a bargain and sale deed conveying to Buyer a fee simple absolute title in the Property, subject only to Permitted Encumbrances.

2.8 “**DUE DILIGENCE PERIOD**” means a period of time beginning on the Execution Date and ending on or before 4:00 PM Pacific Standard Time on the day before the Closing Date, during which time Buyer may conduct investigations, inspections and tests relating to the condition of the Property and shall indicate its approval or disapproval pursuant to Section 7.

2.9 “**ESCROW AGENT**” means Cascade Title Company, located at 811 Willamette Street, Eugene, Oregon.

2.10 “**EXECUTION DATE**” means the date shown in the heading of this Agreement or, in the event no date is included in the space provided above, the date upon which this Agreement has been executed by both parties.

2.11 “**EXHIBIT**” or “**EXHIBITS**” mean the following attachments to this Agreement, each of which is incorporated by reference:

Exhibit A: Legal Description

Exhibit B: Preliminary Title Report

Exhibit C: Option Agreement

Exhibit D: Memorandum of Option Agreement

Exhibit E: Right of First Refusal

Exhibit F: Memorandum of Right of First Refusal

2.12 “**OPTION AGREEMENT**” means the agreement between the Buyer as optionor and the Seller as optionee which allows the Seller to repurchase the Property in accordance with Section 14 in the event the Buyer breaches the post-closing covenants set forth in Section 13.1 and 13.2. The Option Agreement is attached to this Agreement as **Exhibit C**.

2.13 “**PERMITTED ENCUMBRANCES**” means standard exceptions to title under a standard owner’s title policy, including encumbrances for taxes and assessments not yet due and payable, and those other liens, encumbrances and exceptions to title shown on the Title Report and not objected to by Buyer within the time and in the manner described in Section 6.

2.14 “**PROJECT**” means Buyer’s redevelopment and use of the Property as described in Section 13.1.

2.15 “**PROPERTY**” means that real property located within the City of Eugene, more particularly described in **Exhibit A** commonly known as 942 Olive Street, Eugene, Oregon.

2.16 “**PURCHASE PRICE**” means one dollar (\$1.00).

2.17 “**RIGHT OF FIRST REFUSAL**” means the agreement between Buyer and Seller that allows Seller to repurchase the Property in the event that the Buyer wishes to sell as further described in Section 18. The unsigned form of the Right of First Refusal Agreement is attached to this Agreement as **Exhibit E**.

2.18 “**SELLER’S CLOSING COSTS**” means one-half (1/2) of the Escrow Agent’s Closing fees and costs.

2.19 “**TITLE REPORT**” means the preliminary title report for the Property originally dated February 26, 2015, attached to this Agreement as **Exhibit B**, including all updates to that report.

3. AGREEMENT TO PURCHASE AND SELL. On and subject to each of the terms, covenants, conditions and other provisions set forth in this Agreement, Buyer agrees to purchase and Seller agrees to sell the Property for the Purchase Price.

4. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price plus all of Buyer’s Closing Costs at Closing.

5. CLOSING. Closing shall take place at the office of the Escrow Agent on the Closing Date described below.

5.1 CLOSING DATE. The parties shall choose a mutually agreeable date for the Closing Date; provided, however, that the Closing Date shall be on or before June 30, 2015, unless Buyer and Seller agree in writing upon a reasonable extension.

5.2 CLOSING MECHANICS.

5.2.1 SELLER’S ACTIONS. At the Closing, Seller shall deliver the Deed, pay Seller’s Closing Costs, and execute and deliver a closing statement, FIRPTA affidavit, and such other documents as are reasonably requested by the Escrow Agent.

5.2.2 BUYER’S ACTIONS. At the Closing, Buyer shall pay the Purchase Price and Buyer’s Closing Costs, and Buyer shall execute and deliver the Option Agreement provided for in Section 14, Right of First Refusal provided for in Section 18, a closing statement, and such other documents as are reasonably requested by the Escrow Agent.

5.2.3 PROPERTY TAXES; PRORATIONS. Seller is exempt from real property taxes and assessments. There shall therefore be no pro-ratio of real property taxes and assessments at Closing. Seller shall be responsible for paying utilities and operating expenses relating to the Property through the Closing Date. Buyer shall be responsible for all such costs and expenses after the Closing Date. All other Closing costs shall be allocated and prorated in accordance with common commercial practices in Lane County, Oregon.

6. PRELIMINARY TITLE REPORT. Within seven (7) days of receipt of the Title Report or within seven (7) days of execution of this Agreement, whichever occurs later, Buyer shall notify Seller, in writing, of Buyer's disapproval of any exceptions shown in the Title Report. Any exception shown in the Title Report and not disapproved by Buyer in writing within such seven-day period will be considered to be a Permitted Encumbrance. Seller will have five (5) days from receipt of Buyer's disapproval of exceptions to reject Buyer's disapproval of exceptions. If Seller does not reject Buyer's disapproval of one or more exceptions by terminating this Agreement, Seller shall provide Buyer at Closing with title to the Property, free of all exceptions other than Permitted Encumbrances. If Buyer does not terminate this Agreement after Seller's rejection of Buyer's disapprovals, then Buyer shall take title at Closing subject to all such Permitted Encumbrances.

7. BUYER'S CONDITIONS TO CLOSING. During the Due Diligence Period, Buyer shall have the right to inspect the Property and investigate all other matters pertaining to the condition and Buyer's intended use of the Property as deemed advisable to Buyer including the investigation of matters described within this Section 7.

7.1 CONDITION OF THE PROPERTY. Buyer shall have the right to conduct investigations and tests of the Property, at Buyer's sole cost and expense. Buyer's investigation and testing may include a physical inspection of the land and all improvements thereon including, without limitation, soil, geological, environmental, structural, mechanical and engineering tests as well as investigations regarding any other matter affecting the Property such as zoning and other land use restrictions, location and capacity of existing utilities, building permit and occupancy matters and access. Buyer shall use care and consideration in connection with its inspections and tests and, within three (3) days of receiving any report relating to such investigations, inspections and tests, provide a full copy to Seller.

7.1.1 REASONABLE ACCESS TO PROPERTY; DUTY OF CARE. Buyer and its agents shall have reasonable access to the Property for the purpose of conducting Buyer's inspections and investigations under Section 7.1. Buyer shall not conduct any physically intrusive inspection without obtaining Seller's prior written consent. In performing its inspections and investigations, Buyer shall leave the Property in substantially the same condition as it was in prior to the inspection, test, survey or other investigation, with fill or repair of any excavation or damage caused by the inspection.

7.1.2 NO LIENS; INDEMNIFICATION OBLIGATIONS. Buyer shall not allow any liens to attach to the Property as a result of such inspections and investigations, and Buyer shall indemnify and hold harmless Seller from and against any cost, claim, damages, liabilities, injuries, or other expense (including, without limitation, reasonable attorney fees) arising out of or related to the inspections or investigations. The obligation under this Section survives termination of this Agreement.

7.1.3 NOTICE; ATTENDANCE BY SELLER. Seller shall have the right to be present during any entry onto the Property by Buyer or its employees, contractors or agents. Buyer shall provide Seller prior notice before each entry onto the Property, which notice may be given in writing or verbally by contacting Seller: Denny Braud, 541-682-5451, anne.e.fifield@ci.eugene.or.us.

8. POSSESSION. Buyer shall be entitled to possession upon completion of the Closing.

9. CONDITION OF PROPERTY AT CLOSING. Buyer is purchasing the Property in its current condition, and Buyer's expectations concerning all aspects of the Property are to be based solely on the basis of Buyer's own inspection and investigation of the Property. Seller and each of its agents, employees, elected and appointed officials, legal counsel, departments, offices, and affiliates and their respective successors makes no warranty or representation concerning the conditions of the Property or its suitability for Buyer's purposes. Seller has disclosed all information to Buyer which Seller, to the best of Seller's actual knowledge, has in its possession concerning the condition of the Property or its suitability for Buyer's purposes, including a Level I environmental assessment, dated August 8, 2014 ("Seller's Disclosure"). Buyer shall assume at Closing all liability for conditions of or relating to the Property.

10. SELLER'S REPRESENTATIONS. Seller has made no representations or warranties to Buyer.

11. BUYER'S REPRESENTATIONS. Buyer represents that it has accepted and executed this Agreement on the basis of its own examination and personal knowledge of the Property; that Seller and each of its agents, employees, elected and appointed officials, legal counsel, departments, offices, and affiliates and their respective successors have made no representations, warranties, covenants or other agreements concerning matters relating to the Property, except as expressly set forth in this Agreement; that Seller and Seller's agents have made no agreement or promise to alter, repair, or improve the Property; and that Buyer takes the Property in the condition, known or unknown, existing at the time of this Agreement, "AS IS" and "WHERE IS."

12. BUYER'S INDEPENDENT INVESTIGATION; AS IS SALE.

12.1 INVESTIGATION. Buyer acknowledges and agrees that it has been given or will be given during the Due Diligence Period, a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Buyer's choosing, including, without limitation:

12.1.1 All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes;

12.1.2 The physical condition and aspects of the Property, including, without limitation, the square footage of the Property, the structure, seismic aspects of the Property, the paving, the utilities, if any, and all other physical and functional aspects of the Property. Such examination of the physical condition of the Property shall include, but not be limited to, Buyer's examination of the presence or absence of Hazardous Substances. For purposes of this Agreement, "Hazardous Substances" shall mean inflammable explosives, pollutants, contaminants, radioactive materials, asbestos, polychlorinated biphenyls, lead, lead-based paint, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, oil, or related materials, which are listed or regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), the Oregon Hazardous Substance Removal and

Remedial Action Law, ORS 465.200, et seq. and any other applicable federal, state or local laws, rules, regulations or governmental requirements (collectively “Environmental Laws”). Seller has obtained a Level I environmental assessment, dated August 8, 2014. Buyer has obtained a copy of that report, and the parties agree to complete the recommended remediation as provided in Section 17 of this Agreement;

12.1.3 Any easements and/or access rights affecting the Property; and

12.1.4 All other matters of material significance affecting the Property.

12.2 AS-IS ACKNOWLEDGEMENT. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN “AS IS WITH ALL FAULTS” BASIS, INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS, AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER AND ITS AGENTS, EMPLOYEES, ELECTED AND APPOINTED OFFICIALS, LEGAL COUNSEL, DEPARTMENTS, OFFICES, AND AFFILIATES AND THEIR RESPECTIVE SUCCESSORS AS TO ANY MATTERS CONCERNING THE PROPERTY INCLUDING WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition and aspects of the Property, including, but not limited to, the structural elements, seismic aspects of the Property, appurtenances, access, sewage, utility systems, if any, (ii) the square footage of the Property, (iii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iv) the existence, absence, quality, nature, adequacy and physical condition of utilities serving the Property, if any, (v) the redevelopment potential of the Property, and the Property’s use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, including without limitation the Project, (vi) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (vii) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (viii) the presence of Hazardous Substances on, under or about the Property or the adjoining or neighboring property, (ix) the quality of any labor and materials used in any improvements on the Property, (x) the condition of title to the Property, (xi) the contracts or other agreements affecting the Property and (xii) the economics of the operation of the Property.

12.3 BUYER’S RELEASE OF SELLER. Buyer acknowledges that some defects may become apparent only after the Closing Date. Buyer on behalf of itself and its successors and assigns covenants not to bring any action against Seller and waives its right to recover from, and forever releases and discharges Seller and its agents, employees, elected and appointed officials, legal counsel, departments, offices, and affiliates, and their respective successors from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property including, without limitation, all structural and seismic elements, all mechanical, electrical, plumbing, sewage, heating, ventilating, air conditioning and other

systems, the environmental condition of the Property and all Hazardous Substances on, under, or about the Property, (ii) any environmental law, or (iii) any other matter described in Section 12.2.

13. POST-CLOSING COVENANTS OF BUYER. To induce Seller to sell the Property to Buyer under the terms and conditions described herein, Buyer hereby makes the following representations and covenants, for the benefit of Seller:

13.1 PROPERTY DEVELOPMENT. Buyer will completely remodel the existing approximately 12,800 square foot, (single/two-or-more level) office building with such improvements intended for use as an entrepreneurial hub anchored by Eugene RAIN (“the Project”).

13.2 DEVELOPMENT SCHEDULE. Buyer shall not begin construction or perform any other work on the Property until after the Closing. Buyer shall then diligently pursue completion of the Project, and shall occupy the building within 18 months of the Closing Date. As used in this Agreement, “occupy the building” means that the Buyer has either (i) obtained a certificate of occupancy, or (ii) demonstrated significant progress towards occupying the Property.

13.3 DEVELOPMENT RELATED FEES. Except as otherwise provided in this Agreement, Buyer shall pay all permit and permit processing costs and fees related to the Project.

13.4 CITY AND OTHER GOVERNMENTAL APPROVALS. Buyer shall apply for and diligently pursue from Seller or other Governmental units all permits or approvals necessary to complete the Project. The Seller’s execution of this Agreement does not limit the Seller’s discretion in the permit and approval process necessary to complete the Project. While Seller agrees to facilitate permit review, where possible, both parties acknowledge that Seller cannot commit to approve any matter within Seller’s discretionary authority. Accordingly, nothing in this Agreement obligates Seller or any other governmental entity to grant final approval of any discretionary governmental action.

13.5 PEDESTRIAN ACCESS. Buyer will use its best efforts to retain pedestrian access along the sidewalk fronting Olive Street during construction.

13.6 UNUSED SPACE. If there remains unused space in the building after Buyer has obtained an occupancy permit, Buyer will consult with Seller to identify compatible uses for the remainder of the Property. For purposes of this subsection, Seller is the acting Community Development Division Manager.

13.7 HAZARDOUS MATERIALS. After Closing, Buyer will take all necessary precautions to prevent the release into the environment of any Hazardous Materials in, on or under the Property and will comply with all governmental requirements with respect to Hazardous Materials. After Closing and until the certificate of occupancy is issued, Buyer will notify Seller, and give Seller a copy or copies of all environmental permits, disclosures, applications, entitlements or inquiries relating to Hazardous Materials or underground tanks on the Property. If a release of any Hazardous Materials into the environment occurs, Buyer will, as soon as possible after the release, furnish Seller with a copy of any reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Buyer will indemnify, defend, and hold Seller harmless from any claim, action, suit,

proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), arising out of (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous materials on, under, in or about the Property, or the transportation of any Hazardous Materials to or from the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to any use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials, on, under, in or about, to or from, the Property.

13.8 COMPLIANCE WITH LAWS. Buyer shall comply with all applicable laws, regulations, and rules of the governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Seller makes no representations regarding the applicability of any such laws to this Agreement, the Project, or the parties' respective rights or obligations hereunder including, without limitation, payment of prevailing wages, competitive bidding, subcontractor listing, or other matters. Seller shall not be liable or responsible, in law or equity, to any person for Buyer's failure to comply with any such laws, whether Seller knew or should have known of the need for Buyer to comply, or whether Seller failed to notify Buyer of the need to comply.

14. SELLER'S REPURCHASE OPTION. In the event Buyer breaches, and thereafter fails to cure, its covenants set forth in Sections 13.1 and 13.2, to either 1) occupy the property for activities related to the proposed entrepreneurial hub within 18 months of the Closing Date or 2) demonstrate significant progress towards occupying the Property, Seller may pursue all available remedies at law or in equity, including exercising an option to repurchase the Property. As stated in the foregoing sentence, prior to Seller having the right to exercise its remedies, Buyer has the right to cure, which means that Seller must give Buyer: (1) notice of the breach; and (2) a reasonable opportunity to cure the breach. A determination of what is a reasonable opportunity to cure the breach will be made based on the underlying circumstances but, at a minimum, requires Seller to give Buyer thirty days to cure the breach, or, if it is the type of breach that cannot be cured within thirty days, thirty days to show progress towards a cure. To the extent Seller has the right to exercise its option to repurchase the Property, those rights shall be exercised in accordance with the Option Agreement and the Memorandum of the Option Agreement, attached hereto as Exhibit C and Exhibit D.

15. SELLER'S COOPERATION. Subject to the limitations set forth in Section 13.4, Seller agrees to cooperate and work with Buyer to secure the necessary land use approvals and permits necessary for use of the public right of way during construction, for construction or remodeling of the existing building, and any and all other necessary approvals.

16. PARKING. Seller agrees to identify access to 25 vehicle parking permits at market rate or bulk rate, if applicable, and will make a good faith effort to identify desired bicycle parking located nearby.

17. HAZARDOUS MATERIALS ABATEMENT. Seller has obtained a \$60,000 grant from Business Oregon, for the purposes of hazardous material abatement on site. Seller will undertake environmental remediation recommended in the Level I environmental assessment dated August 8, 2014. Seller agrees to manage the grant funds and any necessary contracting for the required remediation work. Seller also agrees to pay up to an additional \$15,000 to cover additional remediation expenses. Any necessary remediation above the \$75,000 estimate shall be paid by Buyer.

18. SELLER'S RIGHT OF FIRST REFUSAL. As a condition to Closing, Buyer shall grant to Seller a Right of First Refusal to repurchase the Property from Buyer. In the Right of First Refusal, Buyer shall agree not to sell, transfer, exchange, grant an option to purchase, or otherwise dispose of the Property or any part of, or interest in, the Property without first offering the Property to Seller based on the terms and conditions documented in the Right of First Refusal Agreement. On the Closing Date, the parties will sign the Right of First Refusal, and a Memorandum of the Right of First Refusal attached hereto as **Exhibit E** and **Exhibit F**, respectively. Seller shall be entitled to record the Memorandum in the records of Lane County at any time after the Closing Date. If the Right of First Refusal is not terminated by a prior transfer in accordance with the terms of this Agreement and the Right of First Refusal, Seller's Right of First Refusal will expire ten (10) years after the Closing Date.

19. BINDING EFFECT/ASSIGNMENT RESTRICTED. The purpose of this subsection is to prevent land speculation. This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer may not assign its rights under this Agreement without Seller's prior written consent, which consent may be withheld for any reason deemed by Seller to be in the interest of itself or the City. An assignment of Buyer's rights includes an assignment of more than fifty percent (50%) of the ownership interests of Buyer to any person other than Buyer or a change in control of Buyer to any person other than Buyer.

20. REMEDIES. Unless specifically provided otherwise, the remedies provided in this Section are not intended to replace or supersede any other remedies to which a party may be entitled under this Agreement or other remedies available at law or in equity.

20.1 BUYER'S BREACH OF POST-CLOSING COVENANTS. Upon Buyer's breach of Sections 13.1 or 3.2, Seller may, in addition to pursuing all remedies available at law or in equity (including but not limited to specific performance), repurchase the Property in accordance with Section 14 and the terms and conditions of the Option Agreement.

21. RISK OF LOSS. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. If before Closing the Property or any portion thereof is Materially Damaged, or if the Property or any portion thereof is subjected to a threat of condemnation or becomes the subject of any proceedings, judicial, administrative, or otherwise, with respect to the taking by eminent domain or condemnation, then Buyer may terminate this Agreement by written notice to Seller given within thirty (30) days after Buyer learns of the damage or taking, in which event neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If the Closing Date is within the aforementioned thirty-day period, then Closing will be extended to the next business day following the end of the thirty-day day period. If no such election is made by Buyer (and in any event, if the Property is not Materially Damaged and there is not any threatened or actual taking by condemnation or eminent domain), this Agreement will remain in full force and effect and the purchase contemplated herein will be effected (less any interest taken by condemnation or eminent domain) with no further adjustment, and upon Closing, Seller shall assign to Buyer all of the right, title, and interest of Seller in and to any awards that have been or may thereafter be made for such taking, and Seller shall assign to Buyer any and all insurance proceeds that may thereafter be made for such damage or destruction, giving Buyer a credit at Closing for any deductible under the relevant insurance policies. As used in this Agreement, the term "Materially Damaged" means that

the Property has suffered any damage for which the cost of repair exceeds Ten Thousand Dollars (\$10,000).

22. DISPUTE RESOLUTION. If any dispute arises between the parties, the parties shall first mediate their dispute, utilizing Arbitration Services of Portland, Oregon (“ASP”). The parties shall attempt to settle on a mediator, but if they fail to do so, shall accept a mediator chosen by ASP. The mediation shall take place as soon as reasonably possible in Eugene, Oregon, at a location agreeable to all parties. Costs shall be split equally between the parties. Mediation shall be required before requesting arbitration.

23. INDEMNIFICATION. To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each party shall protect, defend, indemnify and hold harmless the other and its elected and appointed officials, employees and agents from any and all third party claims, demands, suits, penalties, losses, damages, judgments, costs and fees of any kind whatever, including attorney fees arising out of or in any way resulting from the acts or omissions of its members, officers, employees, agents, contractors and/or subcontractors in performing or failing to perform under this Agreement; provided, however, that neither shall have an obligation under this Section 23 or this Agreement to indemnify or in any other way provide protection to the other for Claims involving the other party’s sole negligence or wrongful misconduct.

24. GENERAL PROVISIONS.

24.1 TIME. Time is of the essence of Buyer’s obligations hereunder.

24.2 SEVERABILITY. If any term, condition or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms, conditions and provisions of this Agreement shall remain in full force and effect.

24.3 CAPTIONS. The section or paragraph captions contained in this Agreement are for convenience only and shall not limit or amplify or otherwise constitute a part of the provisions herein.

24.4 WAIVER. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party’s right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of the provision unless the waiver is in writing and signed by the waiving party. The waiver by a party of a provision shall not constitute or be deemed to be a waiver of any other provision, nor shall it constitute or be deemed to be a waiver of any subsequent breach of the same or any other provision.

24.5 NOTICES. Any notice, request, demand, instruction or other communication or document to be given hereunder shall be given either: (a) by personal delivery (in which event, such notice shall be deemed received upon such delivery), or (b) by first class United States mail, postage prepaid, registered or certified, return receipt requested, addressed to the person as required by this subsection, in which event, such notice shall be deemed received forty-eight (48) hours after deposit in any United States Post Office mailbox in the state to which the notice is addressed, or seventy-two (72) hours after deposit in any United States Post Office mailbox other than in the state to which the notice is addressed. The address for purposes of this subsection shall be the address set forth below the party’s signature at the end of this Agreement, as such address may be changed by giving written notice of such change in the manner herein provided for giving notice.

24.6 BROKER COMMISSIONS. Neither Seller nor Buyer is represented in this transaction by a realtor or real estate agent. Each of the parties represents and warrants to the other that no other commission or fee is due in connection with the transactions contemplated by this Agreement. Each party agrees to indemnify, defend and hold harmless the other party against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees that the other party shall incur or suffer by reason or a breach of the representation and warranty in this subsection.

24.7 ENTIRE AGREEMENT. This Agreement, which includes all of the Exhibits, is the only agreement between the parties relating to the subject matter hereof, and all prior and contemporaneous negotiations are merged herein and superseded hereby. The only agreements, representations or warranties made by Seller and Buyer are those set forth in writing in this Agreement. No agreements, representations or warranties, express or implied, that are not set forth in writing in this Agreement are made by Seller or Buyer.

24.8 SURVIVAL. All provisions, covenants (including Buyer's post-closing covenants) and warranties hereunder shall survive execution, delivery and termination of this Agreement and the Deed to the extent necessary to carry out their reasonably intended effects. Such provisions, covenants and warranties shall not merge with the Deed.

24.9 CONSTRUCTION OF CONTRACT. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of contract construction and evidence shall apply. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

24.10 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

24.11 REQUIRED STATUTORY DISCLOSURE. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND

195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,
AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND
SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, Seller and Buyer have executed this Purchase and Sale Agreement on the
date set forth below.

Urban Renewal Agency of the CITY OF
EUGENE

UNIVERSITY OF OREGON

By: _____
Jon R. Ruiz, Agency Director

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Address for Purposes of Notice

Urban Renewal Agency
Attn: Anne Fifield
99 West 10th Avenue
Eugene, OR 97401

University of Oregon
Attn:

Cc: The Office of the General Counsel

EXHIBITS:

Exhibit A: Legal Description
Exhibit B: Preliminary Title Report dated February 26, 2015
Exhibit C: Option Agreement
Exhibit D: Memorandum of Option Agreement
Exhibit E: Right of First Refusal
Exhibit F: Memorandum of Right of First Refusal

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

BETWEEN: Urban Renewal Agency of the City of Eugene, (“Seller”)
an Oregon municipal corporation

AND: University of Oregon (“Buyer”)

EXECUTION DATE: _____, 2021

RECITALS

A. On August 7, 2015, Seller and Buyer (“Parties”) executed a Purchase and Sale Agreement (“Agreement”) for 942 Olive Street (“Property”).

B. Seller and Buyer desire to enter into this First Amendment to clarify the intent of the Parties.

AGREEMENT

In consideration of the promises and agreements of the Parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller enter into this First Amendment and agree as follows:

1. Recital B is amended in its entirety to read:

Seller intends to sell Property to Buyer to be developed to support entrepreneurship and innovation, consistent with Oregon Business Development Department's bonding requirements to the University of Oregon.

2. Recital C is amended in its entirety to read:

The Parties are public entities and recognize the benefit to the community in supporting innovation and entrepreneurship in the community and at the University of Oregon, and to that end intend to cooperate to the greatest extent possible in achieving that goal.

3. Section 13.1 is amended in its entirety to read as follows:

13.1 PROPERTY DEVELOPMENT. Buyer will completely remodel the existing approximately 12,800 square foot, (single/two-or-more level) office building with such improvements intended for use as an entrepreneurial hub (“the Project”).

4. Except as modified by this First Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, Seller and Buyer have executed this First Amendment to Purchase and Sale Agreement on the date set forth below.

URBAN RENEWAL AGENCY
OF THE CITY OF EUGENE, OREGON

By: _____
Sarah Medary
Agency Director

Date: _____

UNIVERSITY OF OREGON

By: _____
Name: _____
Title: _____

Date: _____