

MEMORANDUM

T. 4. a.
HACSA

MEMORANDUM DATE: 15 June 2011
AGENDA DATE: 13 July 2011

TO: Board of HACSA Commissioners
AGENCY: Housing and Community Services Agency of Lane County
PRESENTED BY: James R. McCoy, Development Director
AGENDA ITEM TITLE: ORDER/ In the Matter of Authorizing a Memorandum of Understanding (MOU) with ShelterCare regarding the Acquisition of the Hawthorn Apartments in Eugene.

I. PROPOSED MOTION:

IT IS MOVED THAT THE EXECUTIVE DIRECTOR IS AUTHORIZED TO:

1. EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH SHELTERCARE (INCLUDED AS ATTACHMENT "A") REGARDING THE ACQUISITION OF THE MULTI-FAMILY APARTMENT COMPLEX KNOWN AS THE HAWTHORN APARTMENTS; AND
2. CREATE THE HAWTHORN-AT-29TH LIMITED LIABILITY COMPANY (AS ORGANIZED BY THE DRAFT OPERATING AGREEMENT PROVIDED IN ATTACHMENT "B").

II. AGENDA ITEM/SUMMARY:

This Board Order represents the initial step involved with acquisition and preservation of the Hawthorn Apartments, a 35-unit apartment complex serving individuals and households with psychiatric disabilities in Eugene.

III. BACKGROUND:

A. Background:

Originally constructed in 1982 as subsidized housing for individuals with psychiatric disabilities, Hawthorn Apartments is a 35-unit, two-story low-income apartment complex in south Eugene that is an "expiring use" project. Such projects were generally privately developed as low-income housing during the 1970's and early 1980's using federal subsidy programs. After a period of time (usually thirty years), the developer has the right to "prepay" the mortgage and convert the project to market rate housing.

In 2010, ShelterCare, the Eugene-based non-profit that has provided support services to Hawthorn residents since its construction, acted to preserve the project's affordability by using temporary financing to acquire it. ShelterCare applied for and obtained tax credits and other subsidies for permanent financing, but was unable to sell the low-income tax credits because of its lack of development experience and financial strength. ShelterCare has requested that HACSA "step into its shoes" and acquire the project so that it continues as low-income, supportive housing for its residents.

B. Analysis

Project Description

Hawthorn consists of three two-story walk-up buildings of wood-frame construction. Each building contains unit "clusters" consisting of five one-bedroom units opening into a shared interior community space and an outdoor deck/patio. In addition, Hawthorn contains service and management offices for on-site tenant support, a laundry room, and a larger community space. All units currently receive project-based Section 8 rental assistance. Individuals and households residing in these units pay no more than 30% of their income for rent and utilities.

Hawthorn's location at 29th and Willamette streets is ideal for this resident population. It is located directly on major north-south and east-west Lane Transit District (LTD) bus routes (with 30-minute frequency of service) and is within a block of major shopping, grocery, restaurant and office services. At the same time, it is nestled in a safe, established residential neighborhood. Its central location provides convenient access to medical services, supported employment opportunities, and parks and community centers.

HACSA Due Diligence

HACSA has carried out the following activities steps to determine if acquisition and rehabilitation is feasible:

- * Site, building, and unit inspections
- * Phase I environmental review, asbestos and lead-based paint assessment
- * Consultation with ShelterCare and the private property management company
- * Review (and revision) of the proposed rehabilitation scope of work with ShelterCare and the general contractor
- * Contact with lenders and funding sources to discuss transfer of funding commitments to HACSA.

Review indicates that the proposed financing package for acquisition and rehabilitation is sufficient to proceed with the initial steps:

1. Execute the Memorandum of Understanding (MOU) between ShelterCare and HACSA (Provided in Attachment "A").

This MOU outlines the terms and conditions under which HACSA and ShelterCare will cooperate to assist HACSA's acquisition, rehabilitation and management of the project. Its essential points may be summarized as follows:

HACSA will be responsible for:

- serving as developer and construction manager
- Negotiating the sale of tax credits
- Negotiating construction and permanent financing
- Serving as Managing Member of the LLC.

ShelterCare will be responsible for:

- Assisting HACSA in assuming existing funding commitments
- Providing services to residents.

2. Create a HACSA-controlled Limited Liability Corporation (LLC) to serve as the vehicle for sale of the low-income housing tax credits.

Financing for this project will include sale of federal low-income housing tax credits to provide equity. For such projects, an initial step in obtaining tax credit equity involves creating either a shell partnership or limited liability company. At the appropriate time, the LLC operating agreement will be amended by board action to "sell" these credits to an investor who will step in as a new member.

The attorney representing HACSA in this proposed MOU, Mr. Douglas Blomgren of Bateman Seidel, has reviewed and approved this document.

- C. Recommendation.

Approve the proposed Motion.

- E. Timing.

Upon approval of the Order, the Executive Director will execute the Memorandum and carry out the creation of the "shell" LLC.

IV. IMPLEMENTATION/FOLLOW-UP:

HACSA staff will return to the Board at future dates regarding the Purchase Agreement for the project, the admission of an equity investor as a member of the LLC, and the closing of the permanent loan.

V. ATTACHMENTS:

Attachment 1: DRAFT Memorandum of Agreement

Attachment 2: DRAFT LLC Operating Agreement

[Note: These documents have been reviewed by Douglas Blomgren at Bateman, Seidel, PC.]

**IN THE BOARD OF COMMISSIONERS OF THE
HOUSING AND COMMUNITY SERVICES AGENCY
OF LANE COUNTY, OREGON**

ORDER In the Matter of Authorizing a Memorandum of Understanding (MOU) with ShelterCare regarding the Acquisition of the Hawthorn Apartments in Eugene.

WHEREAS, HACSA serves as the Public Housing Authority for Lane County, Oregon;

WHEREAS, ORS 456.120 includes in the Powers of Authority as a Public Corporation the authority:

- * To own, hold and improve real or personal property;
- * To purchase, buy on contract, exchange, lease, lease back, obtain options upon, acquire by gift, grant, bequest, devise or otherwise any real or personal property or any interest therein and to give its mortgage or trust deed covering any real property or security agreement covering any personal property or any interest in either.
- * To sell, mortgage, lease, rent, exchange, transfer, assign, pledge or otherwise dispose of any real or personal property or any interest therein; and
- * To form, manage and operate limited liability companies in order to further the purposes of the housing authority

WHEREAS, the Board has decided that it is important for HACSA to provide and preserve affordable housing for low-income residents of Lane County and has determined that the effort to preserve Hawthorn Apartments will contribute to this community goal;

NOW IT IS HEREBY ORDERED THAT THE HACSA EXECUTIVE DIRECTOR IS AUTHORIZED TO:

1. EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH SHELTERCARE (INCLUDED AS ATTACHMENT "A") REGARDING THE ACQUISITION OF THE MULTI-FAMILY APARTMENT COMPLEX KNOWN AS THE HAWTHORN APARTMENTS; AND
2. CREATE THE HAWTHORN AT 29TH LIMITED LIABILITY COMPANY (AS ORGANIZED BY THE DRAFT OPERATING AGREEMENT PROVIDED IN ATTACHMENT "B").

DATED this _____ day of _____, 2011

Chair, HACSA Board of Commissioners



ATTACHMENT 1

MEMORANDUM OF AGREEMENT

29TH PLACE / HAWTHORN APARTMENTS

This Memorandum of Agreement (“Agreement”) is made by and between ShelterCare, an Oregon nonprofit corporation (“ShelterCare”); and the Housing and Community Services Agency of Lane County, a public body corporate and politic of the State of Oregon (“HACSA”) effective as of _____, 2011 (the “Effective Date”).

Recitals

A. For the purpose of acquiring and rehabilitating the property described in Exhibit A (the “Project”) ShelterCare has previously formed Hawthorn Apartments LLC, an Oregon single member limited liability company (“Hawthorn”), obtained certain financing as described in Exhibit B, and engaged consultants and advisors to assist it in the acquisition and financing of the Project. ShelterCare has also obtained an award of Low-Income Housing Tax Credits in respect of the Project amounting to \$332,367 (\$107,367 in 2010 credits and \$225,000 in 2011 credits).

B. A portion of the equity investment required for development of the Project is likely to be provided by Wincopin Circle LLLP, a Maryland limited liability limited partnership associated with Enterprise Community Investment, Inc. (“Investor”) pursuant to a commitment letter dated as of November 1, 2010. Investor’s commitment assumes that the Project will be owned by a limited liability company of which HACSA would be managing member (“Owner”).

C. ShelterCare and HACSA each wish to establish an understanding between them as to the terms and conditions upon which HACSA would become the managing member of Owner and ShelterCare would be reimbursed for expenses it has incurred so far in connection with the Project.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual promises appearing below, the parties hereto agree as follows:

Agreement

1. Establishment of Owner, Execution of New Purchase and Sale Agreement.

(a) ShelterCare agrees that after formation of Owner by HACSA, ShelterCare will cause Hawthorn to enter into an agreement of purchase and sale with Owner pursuant to which the Project will be sold to Owner at a time acceptable to Investor and in connection with the admission of Investor as a member of Owner.

(b) HACSA agrees that it will cause Owner to enter into a purchase and sale agreement pursuant to which Owner will agree to purchase the Project from Hawthorn for a price substantially the same as the price paid by Hawthorn.

2. Development Duties of HACSA and Shelter.

Upon execution of this Agreement, HACSA and ShelterCare agree that ShelterCare will have no further obligations relating to development of the Project except as set forth in Section 1, above and as expressly provided below. HACSA and ShelterCare agree to allocate the development obligations relating to development of the Project as follows:

(a) HACSA will be responsible for serving as developer and construction manager of the Project and may engage (whether in the name of HACSA or in the name of Owner, as appropriate) consultants, advisors and other professionals (including without limitation, architects and contractors) as it determines to be appropriate.

(b) HACSA will be responsible for negotiating the terms of an amended operating agreement to become effective upon the admission of Investor as the investor member of Owner. It is anticipated that, as finally executed, the amended operating agreement of Owner will provide that HACSA is the managing member, the guarantor of certain obligations, and will be granted an option to acquire the Project or the investor member's interest in Owner upon completion of the compliance period established under Section 42 of the Internal Revenue Code of 1986 as amended (the "Code").

(c) HACSA will be responsible for negotiating the terms of such additional financing as may be required for the Project, including construction, term and subordinate debt.

(d) HACSA and ShelterCare will each cooperate with the other to negotiate and execute amendments to existing funding agreements such that the responsibility of ShelterCare under the terms of certain funding, as identified in Exhibit C, is transferred to HACSA and HACSA becomes the lender under the terms of loans, as identified in Exhibit C, previously made by ShelterCare to Hawthorn.

(e) HACSA and ShelterCare will each cooperate with the other to draft and execute an assignment and reimbursement agreement pursuant to which, at closing of the investment by Investor in Owner, previously unreimbursed expenses incurred by ShelterCare in connection with the Project will be reimbursed and ShelterCare will assign to the Owner any contract or development rights in respect of the Project in which ShelterCare continues to have an interest.

(f) HACSA and ShelterCare will each cooperate with the other to draft and cause Hawthorn and the Owner to execute an assignment agreement pursuant to which Hawthorn assigns to the Owner all of Hawthorn's rights under any agreements or permits relating to the Project including, without limitation, the existing leases, financing facilities, market studies, environmental analyses, tax credit agreements, architecture agreements, permits and the like.

(g) HACSA and ShelterCare agree that, as between themselves, any developer fee payable by Owner to the developer of the Project shall be paid 100% to HACSA.

3. Management and Operating Duties.

(a) HACSA will have the authorities and the obligations of managing member and tax matters partner under the amended operating agreement of Owner, including, without limitation, the obligation to provide timely operating, tax and audit information to the other members of the Owner.

(b) HACSA will be responsible for engaging, with the consent of Investor and, as necessary, lenders and/or the state of Oregon, a property management agent for the Project.

(c) HACSA will be responsible for engaging, with the consent of the Investor, accountants, legal counsel and other professional advisors for the Owner.

(d) HACSA will be responsible for assembling such cost certifications and other documents as may be necessary to qualify the Project for the Low-Income Housing Tax Credit.

(e) ShelterCare shall not be a member of Owner and shall have no rights or duties with respect to operation and management of the Project.

4. **Default.** In the event a party to this Agreement breaches any promise set forth herein, and fails to cure that breach within ten (10) days after receiving written notice of the breach from the other party, the breaching party shall be in default. Upon the occurrence of an event of default, the party not in default may pursue any right or remedy allowed by law or in equity and may pursue any such rights or remedies singly, together, or successively. Exercise of any such right or remedy shall not be deemed an election of remedies, and failure to exercise any right or remedy shall not be deemed a waiver of any existing or subsequent default or a waiver of any such right or remedy.

5. **Amendment.** This Agreement may not be modified or amended except by the written agreement of the parties.

6. **Attorneys' Fees.** With respect to any dispute relating to this Agreement, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law, any action seeking a declaration of rights or an action for rescission, is instituted to interpret or enforce this Agreement or any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', and other experts' and professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

7. Notices, Etc. All notices, requests, claims, demands, and other communications provided for or permitted hereunder must be in writing (including facsimile transmission) and faxed, mailed (first class mail, charges prepaid), or delivered personally to the address or facsimile number set forth on the signature pages hereof or at such other address or facsimile number as is designated by a party in a written notice to the other parties. All such notices and communications are, when mailed or faxed, effective when received at the relevant address. Facsimile transmissions must be followed by a hard copy of such faxed communications sent by first class mail, postage and charges prepaid. Facsimile transmissions will not be effective until receipt thereof is confirmed.

8. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, administrators, successors and permitted assigns.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them in respect to such transactions.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original of this Agreement and all of which shall be one agreement.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

12. Further Cooperation. HACSA and ShelterCare agree to execute any and all further instruments and documents, and to take and do such further acts, as may be reasonably necessary to effect the transaction anticipated by this Agreement.

[signature page follows]

**HOUSING AND COMMUNITY SERVICES
AGENCY OF LANE COUNTY**, a public body
corporate and politic of the State of Oregon

By: _____
Larry A. Abel, Executive Director
177 Day Island Road
Eugene, OR 97401
LAbel@HACSA.us

SHELTERCARE, an Oregon nonprofit
corporation

By: _____
Susan A. Ban, Executive Director
1790 West 11th Ave., Suite 290
Eugene, OR 97402

Attachments:

Exhibit A	Description of Project
Exhibit B	Current Project Financing
Exhibit C	Financing to be Transferred from ShelterCare to HACSA

**MEMORANDUM OF UNDERSTANDING
EXHIBIT A**

Description of Project

A residential apartment complex on a parcel of approximately 0.93 acres (40,511 square feet) with 3 2-story residential buildings, a former manager's house converted to office space, a office/community building and 19 parking spaces. The improvements comprise 19,559 square feet of gross building area and 16,270 square feet of net rentable area. The real property is located at 29th Place & Willamette Street, Eugene, Oregon, and is more particularly described as follows:

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, CRESTVIEW ADDITION TO EUGENE, AS PLATTED AND RECORDED IN BOOK 16, PAGE 21, LANE COUNTY OREGON PLAT RECORDS; THENCE SOUTH 0° 03' 00" WEST 50.00 FEET TO THE NORTHERLY LINE OF LOT 2, BLOCK 4, CRESTVIEW ADDITION TO EUGENE; THENCE ALONG SAID NORTHERLY LINE NORTH 89° 46' 00" EAST 4.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE LEAVING SAID NORTHERLY LINE, ALONG THE EASTERLY LINE OF LOT 2, SOUTH 0° 03' 00" WEST 77.53 FEET TO THE SOUTHEAST CORNER THEREOF BEING THE SOUTHERLY LINE OF SAID CRESTVIEW ADDITION TO EUGENE; THENCE LEAVING THE EASTERLY LINE OF LOT 2 ALONG THE SOUTHERLY LINE OF CRESTVIEW ADDITION TO EUGENE, SOUTH 89° 46' 00" WEST 194.90 FEET TO A POINT BEING 40.00 FEET EASTERLY OF THE CENTERLINE OF WILLAMETTE STREET; THENCE LEAVING SAID SOUTHERLY LINE PARALLEL WITH AND 40.00 FEET FROM SAID CENTERLINE NORTH 0° 03' 00" EAST 270.53 FEET TO THE NORTHERLY LINE OF LOT 3, BLOCK 1, CRESTVIEW ADDITION TO EUGENE; THENCE ALONG SAID NORTHERLY LINE NORTH 89° 46' 00" EAST 121.90 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 0° 03' 00" WEST 143.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 46' 00" EAST 69.00 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 07, 2008.

Tax Parcel Number: 0631976 and 5523681

**MEMORANDUM OF UNDERSTANDING
EXHIBIT B**

Current Financing of Project

1. NOAH Predevelopment Financing (repaid upon construction loan closing)

OHAF Loan Agreement
Promissory Note (\$1,200,000)
Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing
Guaranty executed by ShelterCare

2. HOME Financing

29th Place HOME Agreement and Addendum
HOME Promissory Note (\$700,000)
Secured by Assignment of Beneficiary's Interest in Trust Deed relating to Project

3. State of Oregon Department of Human Services-AMH Funding

Community Housing Development Agreement
Amendment No. 1 to Community Housing Development Agreement
Community Housing Development Promissory Note (\$115,000)
Secured by Assignment of Beneficiary's Interest in Trust Deed relating to Project

**MEMORANDUM OF UNDERSTANDING
EXHIBIT C**

Funding to be Transferred from ShelterCare to HACSA

1. HOME Loan from City of Eugene to ShelterCare

29th Place HOME Agreement and Addendum
HOME Promissory Note (\$700,000)
Assignment of Beneficiary's Interest In Trust Deed
HOME Declaration of Restrictive Covenants

2. Loan from ShelterCare to Hawthorn LLC (Re-loan of HOME funds)

Loan Agreement (HOME Funds) between ShelterCare and Hawthorn LLC
Promissory Note (\$700,000) payable to ShelterCare
Deed of Trust with ShelterCare as beneficiary; assigned to City of Eugene

3. State of Oregon Department of Human Services Conditional Grant to ShelterCare

Community Housing Development Agreement
Amendment No. 1 to Community Housing Development Agreement
Community Housing Development Promissory Note
Assignment of Beneficiary's Interest In Trust Deed

4. Loan from Shelter Care to Hawthorn LLC (Re-loan of DHS / AMH funds)

Loan Agreement (DHS-AMH Funds) between ShelterCare and Hawthorn LLC
Promissory Note (\$115,000) payable to ShelterCare
Trust Deed and Security Agreement with ShelterCare as beneficiary; assigned to DHS



ATTACHMENT 2

**OPERATING AGREEMENT
OF
HAWTHORN AT 29TH LLC**

This OPERATING AGREEMENT of HAWTHORN-AT-29TH LLC ("Agreement") is made and entered into effective as of _____, 2011, by the Housing Authority and Community Services Agency of Lane County, Oregon, a housing authority established under ORS 456.

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 **Formation.** The name of the limited liability company is HAWTHORN-AT-29TH LLC (the "Company"). The execution and filing of the Articles of Organization of HAWTHORN-AT-29TH LLC (the "Articles") created the Company under the Oregon Limited Liability Company Act (the "Act"). The Member hereby organizes the Company, on the terms and conditions set forth in this Agreement and pursuant to the Act. The rights and obligations of the Company and its Member shall be as provided in the Act, except as otherwise expressly provided in this Agreement.

1.2 **Purpose.** The company shall further the purposes of the Member as contemplated by ORS 456.120(20) or its successor statute to provide decent safe and sanitary housing for persons or families of lower income by, among other things and without limitation, developing, acquiring, constructing, rehabilitating, operating, managing and/or leasing one or more multi-family residential developments intended to serve, predominantly, low income persons.

1.3 **Duration.** The Articles set forth the life of the Company.

1.4 **Registered Office and Agent.** The registered office of the Company shall be located in the State of Oregon at the location designated in the Articles or at such other location as may be selected by the Member on the filing of any notices required by law. The initial registered agent shall be the person or entity designated as such in the Articles. The registered agent shall have a business office identical with such registered office.

1.5 **Defects as to Formalities.** A failure to observe any formalities or requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on the Member for liabilities or obligations of the Company.

**SECTION 2. NAME, ADDRESS, MEMBERSHIP
INTEREST, AND CAPITAL CONTRIBUTION OF MEMBER**

2.1 **Names, Address and Membership Interest.** The name, address, initial capital contribution and membership interest of the Member are as follows:

Name and Address	Initial Contribution (agreed value and property Contributed)	Membership Interest
Housing Authority and Community Services Agency of Lane County 177 Day Island Road Eugene, OR 97401	\$100	100%

2.2 **Initial Contribution.** The Member shall contribute the consideration described in Section 2.1 upon the Member's signing of this Agreement. The value of the Member's initial contribution shall be as set forth in Section 2.1.

SECTION 3. MEMBER LIABILITY

The Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law. The Member shall not be personally liable for any debts or losses of the Company, except as required by law or by this Section 3. If the Member rightfully receives the return, in whole or in part, of the Member's capital contribution to the Company, the Member is nevertheless liable to the Company only to the extent now or hereafter provided by the Act. If the Member receives a distribution by the Company that is in violation of Section 63.229 of the Act (i.e., made when the Company is unable to pay its debts as they become due in the ordinary course of business or made when the Company's liabilities exceed its assets (after giving effect to the distribution)) and if the Member knew, or should have known, that such distribution was at the time in violation of Section 63.229 of the Act, the Member is liable to the Company for a period of two (2) years after such distribution for the amount of the distribution.

SECTION 4. ACTIONS OF MEMBER

All determinations, approvals and actions with respect to the affairs of the Company shall be made by vote of the Member. Any such determination, approval or action required or permitted to be taken by the Member shall be approved if the Member votes in favor thereof, which vote may, at the Member's option, be documented by written consent or other written instrument. A record shall be maintained of the major determinations, approvals or actions of the Member with respect to the affairs of the Company, and shall be kept with the other books and records of the Company.

SECTION 5. MANAGEMENT

5.1 **Management.** The management of the business and affairs of the Company and its property shall be vested in the Member. Provided, however, the Member may designate from time to time an Operating Officer or other officer, to serve at the pleasure of the Member and to perform such functions and have such authority as may be specified by an action of the Member made in accordance with Section 4.1 of this Agreement.

5.2 **Books and Records.** Full and complete books and records, including those specified in Section 63.771 of the Act, shall be maintained by the Company at all times.

SECTION 6. DISTRIBUTIONS

6.1 **Net Cash From Operations.** To the extent net cash from operations is available (as determined by the Member), and subject to Section 6.2, the Company shall distribute to the Member net cash from operations in such amounts and at such intervals as are determined by the Member.

6.2 **Net Cash from Capital Events.** To the extent net cash is available from the destruction, sale or other disposition of some or all of the Company's property, or from any refinancing or any other capital event, the Company shall distribute to the Member net cash from such event in an amount determined by the Member

6.3 **Limitations on Distributions.** Notwithstanding anything contained in this Agreement or the Articles to the contrary, no distribution shall be made to the Member in violation of the Act (including Section 63.229).

SECTION 7. INDEMNITY

The Company shall indemnify the Member and shall make advances for expenses, to the maximum extent permitted under the Act; provided, however, that this provision shall not eliminate or limit the Member's liability for:

- (a) Any breach of the Member's duty of loyalty to the Company as described in this Agreement;
- (b) Acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law;
- (c) Any unlawful distribution under the Act; or
- (d) Any transaction from which the Member derives an improper personal benefit.

SECTION 8. DISSOLUTION AND WINDING UP

8.1 **Dissolution Events.** The Company shall dissolve and commence winding up and liquidating on the first to occur of any of the following ("Dissolution Event(s)"):

8.1.1 The vote of the Member to dissolve the Company;

8.1.2 The sale or other disposition (other than lease) of all or substantially all of the Company's property, unless the Member elects to continue the Company following the sale or disposition; or

8.1.3 Any other event under Section 63.621 of the Act for which the Act does not permit elimination in the Articles or in this Agreement.

The foregoing events shall be the exclusive events that shall cause the dissolution and winding up of the Company.

8.2 **Winding Up.** Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Member, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. To the extent not inconsistent with the foregoing, all obligations in this Agreement shall continue in full force and effect until such time as the Company property has been distributed pursuant to this Section 8.2. The Member shall (1) be responsible for overseeing the winding up and dissolution of the Company, (2) take full account of the Company's liabilities and assets, (3) cause the Company property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and (4) cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as determined by the Member, subject to requirements of the Act or other applicable law.

8.3 **Notice of Dissolution.** If a Dissolution Event occurs and the Company is dissolved and liquidated, the Company shall, within thirty (30) days thereafter, provide written notice thereof to the Member and to all other parties with whom the Company regularly conducts business (as determined in the discretion of the Member) and shall comply with the notice and publication provisions of ORS 63.641 and ORS 63.644.

SECTION 9. GENERAL CONTRACT PROVISIONS

9.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Oregon.

9.2 **Savings Clause.** If any provision of this Agreement shall be held to be invalid and unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected hereby.

9.3 **No Third Party Beneficiaries.** The provisions of this Agreement are intended solely for the benefit of the Member and shall create no rights enforceable by any third party, including creditors of the Company, except as otherwise required by the Act or other applicable law.

IN WITNESS WHEREOF, the Member has executed this Agreement effective the date set forth above.

Housing Authority and Community Services
Agency of Lane County

By: _____
Larry A. Abel, Executive Director

W. C. A.

AGENDA COVER MEMO

DATE: July 6, 2011

TO: Lane County Board of Commissioners

DEPT.: Board of Commissioners

PRESENTED BY: Members of the S.A.V.E. Committee

AGENDA ITEM TITLE: /In the Matter of recognizing Tom Dahlen, PW Fleet Services a S.A.V.E. award of 12 hours of TM .

I. MOTION

N/A

II. ISSUE OR PROBLEM

S.A.V.E. stands for *Suggestions Are Valuable to Employees*. The County has determined that employee's creative ideas should be recognized and rewarded. The SAVE Committee, in conjunction with the Board of Commissioners, County Administrator and all department directors was formed to carry out that task.

III. DISCUSSION

A. Background

The S.A.V.E. Committee is composed of five voting members and five alternates: two from management and three from non-management employees. Their alternates are pulled from the same group.

The S.A.V.E Committee consists of the following members:

Faye Stewart, *Board of County Commissioners*
Peter Sorenson, *Board of County Commissioners/alternate*

Janice Larkin, *MS Finance/representing AFSCME*
Connie Perry, *H&HS/alternate*

Deanna Makin, *Public Works representing Admin/Professional*
Eric Wurster, *Public Works/alternate*

Tony Black, *Representing Department directors*
Scott Byler *Manager/alternate*

Steve Davis, *Lane County Sheriff/representing non-represented staff*
Peter Zugelder, *Human Resources alternate*

Christine McCoy, *Staff*

Proposals submitted by employees are reviewed by the S.A.V.E. Committee according to the standards set forth in Lane Manual 2.455 (2). Each suggestion is submitted for department approval. If department director agrees to go forth, the S.A.V.E. Committee evaluates each proposal according to criteria developed by the committee referencing the Lane Manual guidelines.

B. Analysis

The S.A.V.E. Committee reviewed a proposal submitted by Tom Dahlen that the committee considered to be worthy of an award.

AB 5014
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Tom Dahlen's proposal suggested the posting of signs in various locations in Lane County Parks with a contact number allowing the public to leave a message if there is an issue. For example, garbage strewn around the park, overflowed bathrooms, etc. This would benefit both the public and Lane County Parks. Parks would know sooner than later if there was something that needed attention and having the public with a stake in keeping the parks clean would help to create better public relations.

The Committee has awarded 12 hours of TM to Tom Dahlen.

C. Alternatives/Options

N/A

D. Recommendations

It is recommended that the Board recognize the award for Tom Dahlen.

IV. IMPLEMENTATION/FOLLOW-UP

Staff will work with Human Resources/ Finance to implement the awards.

V. ATTACHMENTS

1. Tom Dahlen's proposal

T. 4. C.

HACSA

HACSA MEMORANDUM

TO: HACSA Board of Commissioners
FROM: Dorothy Cummings, Deputy Director
AGENDA ITEM TITLE: ORDER/RESOLUTION/In the Matter of Amending the By-Laws Governing the Housing And Community Services Agency
AGENDA DATE: July 12, 2011

I MOTION

IT IS MOVED THAT THE ORDER/RESOLUTION BE APPROVED WHICH AMENDS THE BY-LAWS GOVERNING THE HOUSING AND COMMUNITY SERVICES AGENCY.

II ISSUE

The HACSA Board of Commissioners has informed staff that they want the ability to select an appointed commissioner to preside over HACSA Board meetings.

III DISCUSSION

A. Background/Analysis

The By-Laws state the Chairperson of the Lane County Board of Commissioners is selected to be the Chairperson of the Housing And Community Services Agency. In order to make the requested change, the By-Laws require amending. The By-Laws will be amended to state that the Chairperson of the Housing And Community Services (HACSA) shall be elected annually by majority vote at the first regular HACSA Board meeting in January.

B. Alternatives/Options

Adopt the Order and approve the revisions to HACSA's By-Laws.
Reject the Order and return the By-Laws for additional revisions.

C. Recommendation

Approval

D. Timing

Upon approval by the Board, the By-Laws will go into effect immediately.

IV IMPLEMENTATION/FOLLOW-UP

Same as item III D.

V ATTACHMENTS

Proposed Article II HACSA By-Laws.

**IN THE BOARD OF COMMISSIONERS OF THE
HOUSING AND COMMUNITY SERVICES AGENCY OF
LANE COUNTY, OREGON**

**ORDER/RESOLUTION NO.)IN THE MATTER OF AMENDING THE
)BY- LAWS GOVERNING THE HOUSING
)AND COMMUNITY SERVICES AGENCY**

WHEREAS, the Housing And Community Services Agency of Lane County, Oregon, adopted by-laws in accordance with ORS 456.120 on *April 17, 2002*, by Board Resolution No. 02-4-17-1H; and

WHEREAS, the HACSA Board of Commissioners desires that the Chairperson of the HACSA Board be voted on rather than selecting the Lane County Board Chair as the HACSA Board Chair, and

WHEREAS, the Board of Commissioners of the Housing And Community Services Agency recognize the need to amend and adopt the revised by-laws; NOW THEREFORE IT IS HEREBY

RESOLVED/ORDERED, that the amended by-laws are hereby adopted and approved as the by-laws of the Housing And Community Services Agency of Lane County, Oregon; and it is further

RESOLVED/ORDERED, that those by-laws adopted by the Housing And Community Services Agency of Lane County, Oregon, as contained in Resolution No. *02-4-17-1H* signed *April 17, 2002*, are hereby repealed.

DATED this _____ day of _____, 2011

**IN THE MATTER OF AMENDING THE BY-LAWS GOVERNING THE HOUSING
AND COMMUNITY SERVICES AGENCY**

ARTICLE II - OFFICERS

Section 1. Officers: The officers of the Agency shall be a Chairperson, a Vice Chairperson, and a Secretary (Executive Director).

Section 2. Chairperson: The Chairperson of the Housing And Community Services Agency (HACSA) of Lane County, Oregon shall be elected annually by majority vote of the HACSA Board at its first meeting in January. He/she shall preside at all meetings of the Agency. The Chairperson has the authority to sign all contracts, deeds and other instruments made by the Agency, except as otherwise authorized by resolution of the Agency. At each meeting, the Chairperson shall submit such recommendations and information as he may consider proper concerning the business, affairs, and policies of the Agency.

Section 3. Vice Chairperson: The Vice Chairperson of the Lane County Board of Commissioners is selected to service as the Vice Chairperson of the Housing and Community Services Agency of Lane County, Oregon, and shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson.

Section 4. Secretary (Executive Director): The Secretary shall be the Executive Director, who shall serve as the Chief Executive Officer and head of the administrative branch of the Agency, and shall be responsible to the Agency for the proper administration of all affairs of the Agency in accordance with federal, state, and local laws.

- A. The Executive Director shall coordinate the activities of the Agency with the County Administrator of Lane County. The Executive Director shall ensure the uniform enforcement between the Agency and Lane County of ordinances, orders, rules, regulation procedures and policy adopted by the Board, as appropriate. The Executive Director shall prepare a report on the status of Agency operations annually for presentation to the Board of Commissioners.
- B. He/she shall cause to have prepared plans, reports, and other necessary matters concerning any given housing project; and shall report from time to time to the Agency on the status of the housing program.
- C. He/she shall have general supervision and control over all personnel directly employed by the Agency on a full-time or part-time basis, and shall carry out all duties required of the position by the adopted personnel rules and regulations of the Agency.
- D. He/she shall have authority to sign all contracts at which the Housing And Community Services Agency is to be a party, shall attest the authorized signature

on authority bonds and shall see that all contracts are carried out in the best interest of the authority under appropriate law.

- E. The Executive Director shall be selected by the Agency Board of Commissioners by majority vote, using a selection procedure of their choice.

Section 5. Additional Duties: The officers of the Agency shall perform such other duties and functions as may from time to time be required by the Executive Director, by By-Laws or rules or regulations of the Agency.

Section 6. Additional Personnel: The Agency may from time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the laws of the State of Oregon applicable thereto. The creation and compensation of positions shall be determined by the Agency as prescribed in the currently adopted Personnel Rules and Regulations.



T. 4. d.
HACSA

HACSA MEMORANDUM

TO: HACSA Board of Commissioners
FROM: Larry Abel, Executive Director
AGENDA ITEM TITLE: REPORT/Semi-Annual Implementation Review of the 5-Year Strategic Plan
AGENDA DATE: July 12, 2011

I MOTION

None required.

II ISSUE

Goal 5 of the HACSA 5-year strategic plan requires that the Executive Director and the HACSA Board of Commissioners conduct a semi-annual implementation review of the plan.

III DISCUSSION

A. Background/Analysis

On December 15, 2010, the HACSA Board approved the Agency's 5-year strategic plan. Attached is the first semi-annual implementation review of the plan. The meeting on July 12, 2011 will give Board members an opportunity to ask questions and/or discuss the plan with HACSA staff that is responsible for its implementation.

B. Recommendation

None required.

IV IMPLEMENTATION/FOLLOW-UP

None required.

V ATTACHMENTS

Semi-Annual Implementation Review of Strategic Plan – 6/30/11.

Housing And Community Services Agency of Lane County

Semi-Annual Implementation Review of Strategic Plan – 6/30/11

Goal 1 “Increase the number of affordable housing units available to Lane County residents by 300 by December 31, 2015.”

Initiate pre-development of 48th and Main parcel

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|--|------------|
| 1. Research availability of HUD Section 811 and Section 202 Funding | 02/28/2011 |
| 2. Carry out Request for Proposal for Architectural Services | 03/31/2011 |
| 3. Develop target market and service program concept(s) | 03/31/2011 |
| 4. Solicit input from City of Springfield Planning and Development staff | 04/30/2011 |

Staff Responsible: James McCoy

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|---|------------|
| 5. Establish design process for site sub-division | 06/30/2011 |
| 6. Develop preliminary pro-forma analysis | 06/30/2011 |
| 7. Initiate sub-division process | 12/31/2011 |

Staff Responsible: New Development Director

Implementation – This strategy has been deferred for action by the new Development Director.

Obtain purchase option or site control of acquisition/rehabilitation preservation project

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|---|------------|
| 1. Develop working agreement with ShelterCare to acquire 29th Place Apartments in Eugene. | 01/31/2011 |
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Staff Responsible: James McCoy

Implementation – A memorandum of understanding between HACSA and ShelterCare and an operating agreement of Hawthorn-At-29TH LLC will go the HACSA Board for approval on July 12, 2011. We anticipate that a Board Order requesting approval to proceed with the acquisition and rehabilitation will be submitted in September.

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| 2. Assemble financing package for acquisition and rehabilitation | 08/31/2011 |
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Staff Responsible: New Development Director

Implementation – This will be completed by July 31, 2011 by James McCoy.

Define scope of work for Family Shelter rehabilitation

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|---|------------|
| 1. Solicit input from stakeholders, Human Services Commission | 03/31/2011 |
|---|------------|

Staff Responsible: James McCoy

Implementation – Meetings have been held with ShelterCare, the Human Services Commission and the City of Eugene. An important outcome of these meetings was the assessment that the number of units for homeless families would need to be significantly reduced due to substantial funding cutbacks. Units will be increased for programs that generate revenue; e.g. Shelter Plus Care and supportive housing for adults with psychiatric disabilities.

2. Define Scope of Work for rehabilitation 06/30/2011

Implementation – A physical needs assessment is under way. The new Development Director will coordinate HACSA's future involvement.

3. Identify sources of funding 09/30/2011
4. Assemble financing and/or grant package 12/31/2011

Staff Responsible: New Development Director

Dispose of Hope Loop property

1. Solicit input from Housing Policy Board and non-profit organizations 05/31/2011
2. Issue Request for Proposals 06/30/2011
3. Dispose of property 12/31/2011

Staff Responsible: New Development Director

Implementation – The new Development Director begins work August 15, 2011. She will evaluate the timelines.

Initiate and complete rehabilitation of Norsemen Village Apartments

1. Obtain USDA Rural Development approval to proceed 01/31/2011
2. Prepare Consolidated Funding Application for additional funding 04/30/2011

Staff Responsible: James McCoy

Implementation – Both of these strategies have been completed.

3. Carry out rehabilitation 12/31/2011

Staff Responsible: New Development Director

Heeran Center Rehabilitation

1. Complete rehabilitation 05/31/2011
2. Complete project close-out 06/30/2011

Staff Responsible: New Development Director

Implementation – Rehabilitation has been completed and the project is in the process of being closed out.

Purchase Firwood Apartments land

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| 1. Identify source of funds | 03/31/2011 |
| 2. Initiate negotiations | 03/31/2011 |
| 3. Purchase land if negotiations are successful | 12/31/2011 |

Staff Responsible: Larry Abel

Implementation – A letter has been written to the owner's attorney. If the owner shows any interest in selling, negotiations will continue.

Investigate feasibility of constructing mobile and/or prefabricated homes

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| 1. Explore funding possibilities with the City of Springfield and others | 09/30/2011 |
| 2. Communicate with critical stake holders | 10/31/2011 |
| 3. Finalize decision | 12/31/2011 |

Staff Responsible: New Development Director

Investigate feasibility of selling scattered public housing units

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| 1. Identify highest priority units for disposal | 06/30/2011 |
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Implementation – The first interim step was to identify highest priority units for disposal by 06/30/11. This has not yet been completed. Originally, it was thought that HACSA would look at its 112 scattered site units to determine which units – at one end of the spectrum – would require more than usual costs to maintain them and which units – at the other end of the spectrum – would likely be sold for a higher amount. The reasoning was that it would be economically beneficial to HACSA to divest itself of units that would require more than usual maintenance and/or to divest itself of units that would bring in substantial funds. In the meantime, the housing market has significantly slumped and it doesn't, necessarily, seem like an opportune time to look at selling units.

However, towards this eventual goal, staff is beginning to investigate the likely market value of our 112 scattered site units (duplex units and single family dwellings). Initially, market values are being researched through www.zillow.com – an online real estate database, which uses a proprietary algorithm to appraise property values. This should result in rough estimates of the value of our portfolio – information that can be used in making decisions about which are the highest priority units for disposal.

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| 2. Determine timing and method for disposal | 09/30/2011 |
| 3. Calculate financial costs and benefits of disposal | 12/31/2011 |

Staff Responsible: Chuck Hauk

Goal 2 “Obtain funding from new sources of at least \$1,000,000 by December 31, 2015.”

Identify use of increased revenue

1. Meet with Division Directors to assess their needs 01/31/2011
2. Meet with stakeholders to identify their priorities 02/28/2011

Staff Responsible: Larry Abel

Implementation – Division Directors and many stakeholders suggested that it was important for HACSA to increase the services provided to residents. It was also suggested that HACSA expand collaborations with community partners.

Determine method for fundraising

1. Determine skills and abilities needed for “fundraiser” 03/31/2011

Staff Responsible: Dorothy Cummings

2. Identify and assess internal capacity 04/15/2011

Staff Responsible: Larry Abel and applicable Division Directors

3. Prepare job description 04/30/2011

Staff Responsible: Dorothy Cummings

4. Decide to use existing staff, hire and/or contract out 05/15/2011
5. Have ‘fundraiser’ in place 06/30/2011

Staff Responsible: Larry Abel and Dorothy Cummings

Implementation – The Agency was awarded two significant grants last month. One of these is a HUD grant of \$240,000 over a three-year period. This funding will enable us to hire a service coordinator who will work directly with residents to connect them with education, job training/placement programs and related services. For elderly and/or disabled residents, the service coordinator will arrange supportive services that will allow them to maintain their independent lifestyles.

The other award is a \$50,000 capacity building grant from Oregon Housing and Community Services. This funding will be used primarily for capital needs assessments and for participation in the Housing Development Center’s 18-month asset management and portfolio preservation curriculum, which begins in October 2011. The timing is very good for HACSA since we are reorganizing our approach to asset management in the wake of Jim McCoy’s and Mike White’s retirements.

The overall result of these two grants is new funding of \$290,000, or 29% of the five-year goal, within the first six months of the HACSA Strategic Plan.

In addition to hiring a new Development Director, Betsy Hunter (who begins work August 15th), the Agency hired Huu Dang, a new Finance Director, who began work on May 31st and Jim Wilcox, the Agency's first Energy Educator, who began work July 1st. We will also hire the Resident Resource Coordinator and post for an Asset Management Supervisor within a month. This activity, in addition to applying for and receiving the two grants, took a great deal of time. Consequently, it was decided to defer the hiring/contracted out of the 'fundraiser' until the end of this calendar year.

Research Funding Opportunities

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|---|------------|
| 1. Acquire foundation listings | 07/31/2011 |
| 2. Contact other organizations (similar to HACSA) to assess how they do fundraising | 08/31/2011 |
| 3. Explore creation of 501(C) (3) | 10/31/2011 |
| 4. Submit at least one grant application | 12/31/2011 |

Staff Responsible: "Fundraiser"

Goal #3 "Increase organizational performance in selected special emphasis areas."

Sub-Goal #1 "Complete and begin implementation of a Succession Plan for critical positions no later than December 31, 2011."

Determine which positions to include in the Succession Plan

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| 1. Meet with Division Directors and Managers and determine which positions are critical for inclusion into the succession plan | 01/31/2011 |
| 2. Determine, to the extent possible, when people (currently in these positions) plan to leave | 01/31/2011 |
| 3. Determine which positions should be included in the Succession Plan | 02/28/2011 |

Staff Responsible: Dorothy Cummings

Implementation – It was determined that 12 key HACSA employees would probably leave the Agency in the next three years.

Prepare current, accurate job descriptions for positions to be included in the Succession Plan

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| 1. Determine knowledge, skills, and abilities needed for replacements by getting input from current employees and appropriate stakeholders | 03/31/2011 |
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Staff Responsible: Dorothy Cummings

Implementation – HACSA’s Finance Manager left unexpectedly. Therefore, it was necessary to prepare a job description, post and hire a new Finance Director. The position was upgraded so that the new person would be responsible for all finance and accounting functions. Jim McCoy was scheduled to retire May 31st. A new job description was prepared and a new Development Director was hired. She will begin work on August 15th. Jim considerably agreed to delay his retirement until then. Bev Bjurling, the Section 8 Supervisor, will retire this August. She will not be replaced because of funding issues.

Determine and implement method for replacing people who leave

- 1. Explore different ways to organize 06/30/2011

Implementation – Mike White, the Agency’s Development Occupancy Coordinator, will retire at the end of this year. His position will change as a result of reorganizing our approach to asset management. The Section 8 Division has been reorganized in a way that will accommodate the loss of the supervisor and a long-time housing coordinator, who retired June 27th, and who will also not be replaced.

Other than the Executive Director position, it was decided to defer the succession plan for the remaining key employees, none of whom are expected to leave before June 30, 2012. The succession plan for the Executive Director will be completed by December 31, 2011.

- 2. Determine what, if any, actions will be implemented in-house or contracted out 07/31/2011
- 3. Complete the Succession Plan 08/31/2011

Staff Responsible: Dorothy Cummings

Recruit individuals to fill vacant positions

- 1. Establish relationships with people in other organizations who may be interested in these positions or know others who may be interested 09/30/2011
- 2. Prepare job postings to replace individuals who leave 09/30/2011
- 3. Fill vacancies of people who leave Ongoing

Staff Responsible: Dorothy Cummings

Sub-Goal #2 “Diversify the HACSA workforce in selected classifications in gender and ethnicity by December 31, 2015.”

Selection of classifications for diversity attention

- 1. Obtain data on current composition of existing classifications 03/31/2011
- 2. Obtain similar data for Lane County population and major audiences served by HACSA 03/31/2011
- 3. Obtain input from advocacy organizations 03/31/2011

- Obtain input from public human resources professionals such as Lane County, cities of Eugene and Springfield, the University of Oregon, and HACSA's Union

03/31/2011

Staff Responsible: Chuck Hauk

Implementation – Data has been compiled internally regarding the current composition (gender, age, race/ethnicity) of employees in existing job classifications at HACSA. Similar data has been obtained regarding the Lane County population and major audiences served by HACSA. This data was obtained from Census information and with the assistance of the Centro LatinoAmericano.

Initial input has been received from Marcela Mendoza with Centro LatinoAmericano (CLA) and from Linda Hamilton with Blacks In Government (BIG). Housing Director Chuck Hauk and Deputy Director Dorothy Cummings will be meeting soon with Dr. Mendoza and Ms. Hamilton, to engage in more discussion about selecting classifications for diversity attention and to brainstorm methods of increasing minority recruitment.

Create and maintain workplace atmosphere welcoming of diversity and tolerance

- Obtain input from advocacy organizations and other public employers on recommendations for creating and maintaining a welcoming workplace atmosphere 03/31/2011
- Explore possibility of establishing mentoring program for new employees 06/30/2011

Implementation – See first strategy above.

- Revise performance reviews to evaluate staff on their cultural competency skills 09/30/2011
- All employees attend annual “all staff” cultural awareness training 12/31/2011
- All employees attend a minimum of one (1) additional information session sponsored by Diversity Committee 12/31/2011

Staff Responsible: Dorothy Cummings

Recruit qualified candidates for job postings

- Advertise job postings in minority publications in multiple languages -- start 01/31/2011
- Obtain input from advocacy organizations on recommendations for recruiting qualified job candidates 03/31/2011
- Conduct employment outreach with advocacy organizations -- start 06/30/2011

Staff Responsible: Dorothy Cummings

Implementation – Actions 1 and 3 above are on schedule. Contacts with advocacy groups have been made (action 2). Meetings will be scheduled with them as well as other public employers by September 30, 2011. Incidentally, HACSA's new Finance Director is Vietnamese and our new Development Director is a woman. We also recently hired two Latina office assistants.

Sub-Goal #3 “Achieve an employment satisfaction score of no less than 4 on a 5-point scale from at least 90 percent of employees responding to the survey by December 31, 2015.”

Improve communication between managers and line staff

1. Research types of training available (e.g., on-site, on-line, etc.) 03/31/2011
2. Develop RFP to select trainer. 06/30/2011

Implementation – A communications sub-committee comprised of managers and line staff is meeting regularly. A tentative decision for the topic for the training (‘Empowering Staff in Decision Making’) has been selected and the training will take place by the September 30, 2011 target date.

3. Conduct training 09/30/2011
Staff Responsible: Dorothy Cummings and Labor Management Committee (LMC)

Communicate agency program information and updates to staff

1. Share information from other programs at Fairview and Day Island staff meetings 01/31/2011 & ongoing
Staff Responsible: Larry Abel and Chuck Hauk

Implementation – Information from other programs at HACSA’s Eugene (Day Island) and Springfield (Fairview) offices is being shared on a regular basis at those offices regular staff meetings. Fairview conducts a monthly staff meeting and Day Island conducts a bi-monthly staff meeting. Managers and line staff from both offices have given presentations at their counterpart offices.

2. Establish a “What’s New at HACSA” page on the intranet 03/31/2011
3. Publish quarterly agency newsletter 06/30/2011

Staff Responsible: Jill Fields

Implementation – Issues of In The House, HACSA’s newsletter, have been published in March and June. A “What’s New at HACSA” page has not yet been established. Instead, energy has been focused on redesigning the HACSA website. A management/line staff sub-committee has met regularly to discuss the needed updates/upgrades to our HACSA website. An RFP for redesign was issued this month, and allowing time for review of the responses, selection of the vendor, and implementing the new design, we expect the new website to be up and running late by the end of this calendar year. The new website will meet accessibility standards, provide applicants and clients with easier access to program policies and waiting list information, allow for content management, and will include a staff portal which will allow staff to access information in case of an emergency.

4. Conduct annual, all staff meeting. 06/30/2011

Staff Responsible: Larry Abel

Implementation – A two-hour all staff meeting was held at the Serbu Center on June 30th. Staff from both offices was given a chance to interact. We heard many positive comments about the meeting. Particularly impressive was the number of HACSA staff -34- serving on the various committees that are described throughout this report.

Address burn out/stress/morale

1. Utilize the Employment Assistance Plan (EAP) to train management on techniques to assist staff dealing with work stress and burn out 06/30/2011
2. Utilize the EAP to train staff on techniques to deal with work stress and burn out 06/30/2011
3. Establish one interdepartmental workgroup to access and recommend changes that would increase efficiency at the departmental level 09/30/2011
4. Establish reward system for employee suggestions that cut costs or enhance service to clients 12/31/2011

Staff Responsible: Dorothy Cummings and LMC

Implementation – Actions 1 and 2 have not yet been met. However, trainers have been contacted. We expect the training to take place by November 30, 2011. An interdepartmental workgroup (called the Efficiency Committee) meets regularly and has started work in the Section 8 Division because of the decrease in staff. The committee plus most of the management team attended a full day seminar on Lean Office concepts. The Committee will be employing these techniques as they move through the departments.

Goal 4 “Increase the self-sufficiency of HACSA residents.”

Sub-Goal #1 “Increase the number of families leaving the Family Self-Sufficiency (FSS) program and subsidized housing by 25 percent compared to the fifteen year average by December 31, 2015.”

Increase number of families enrolled in the FSS program that has the potential to leave subsidized housing

1. Determine how to increase FSS program participants 03/31/2011

Implementation – Due to the state of the economy, few families are leaving the Section 8 and Public Housing programs. Therefore, there has not been a significant influx of new residents, who traditionally become new FSS families. A targeted mailing was directed to current Section 8 participants. 20 households responded and requested more information. A second mailing will be targeted to Spanish speaking residents. A new professionally designed brochure is being developed.

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| 2. | Increase number of families enrolled in the FSS program by 5% | 09/30/2011 |
| 3. | Survey participants to determine what they need to become self sufficient and leave subsidized housing in five years | 12/31/2011 |

Staff Responsible: Geni Sustello

Resident Services Sub-Goal #2 “Reduce energy consumption by 20% in households receiving weatherization services and energy conservation education by December 31, 2015”

Network with Lane County service providers and identify underserved communities

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|----|---|------------|
| 1. | Convene energy education “local community” workshops | 03/31/2011 |
| 2. | Conduct five “local community” workshops | 12/31/2011 |
| 3. | Provide classroom energy education for rural K-8 public schools | 12/31/2011 |

Staff Responsible: Energy Educator

Select households with children and/or high energy burden for weatherization services program

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|----|---|------------|
| 1. | Begin screening energy consumption of applicants | 02/28/2011 |
| 2. | Identify households willing to participate in 24 month evaluation | 04/30/2011 |
| 3. | Offer \$10 per month incentive fee for participation | 04/30/2011 |
| 4. | Select participants | 05/31/2011 |

Staff Responsible: Energy Educator

Record and report consumption

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|----|--|---------------------|
| 1. | Receive participants’ reports of monthly utility bills data | 05/31/2011 |
| 2. | Provide quarterly “progress” reports to participants | 07/31/2011 |
| 3. | Renew program enrollment each quarter | -- start 07/31/2011 |
| 4. | Collect consumption between time of selection and completion of weatherization | 10/31/2011 |
| 5. | Begin to collect and post weatherization consumption | 10/31/2011 |

Implementation – Since the hiring of the Energy Educator was delayed (until July 1st), all of the above dates have been pushed back. The new timelines are from 8/31/11 through 3/31/12.

Staff Responsible: Energy Educator

Offer solar water heating to qualified households

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|----|--|------------|
| 1. | Screen potential households | 04/30/2011 |
| 2. | Contact possible participants via mail and phone | 05/31/2011 |
| 3. | Conduct solar site evaluations | 06/30/2011 |

Implementation – Households have been identified, participants have been contacted and four of six solar sites have been evaluated. The remaining two will be evaluated by July 31, 2011.

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| 4. Participants sign solar agreements | 08/15/2011 |
| 5. Solicit bids from certified solar contractors | 09/01/2011 |
| 6. Award contracts | 09/30/2011 |
| 7. Begin installations | 10/15/2011 |

Staff Responsible: Barry Pitzer

Sub-Goal #3 “Achieve a resident/participant satisfaction score of no less than 4 on a 5-point scale from at least 90% of residents responding to a survey by December 31, 2015.”

Provide 150 bus passes to residents by December 31, 2015

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| 1. Contact LTD, RideSource, and other transportation companies regarding availability and cost of bus passes | 03/31/2011 |
| 2. Contact service organizations regarding the availability of “scholarships” for the cost of bus passes | 06/30/2011 |

Implementation – LTD has been contacted and will offer discounted (50% off) bus passes to 501(C)3 organizations, but not governmental agencies. We have recently stepped up our collaboration with NEDCO. They now administer the LifeLine Financial Education Program. HACSA was one of the founders of LifeLine and we continue to be involved. NEDCO has agreed to purchase the bus passes on behalf of HACSA.

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| 3. Determine location of HACSA housing developments most in need of bus passes and prioritize, if necessary | 07/31/2011 |
| 4. Determine availability of funding for bus passes, other than “scholarships” | 08/31/2011 |
| 5. Determine criteria to use to award bus passes | 09/30/2011 |
| 6. Provide 25 bus passes | 12/31/2011 |

Staff Responsible: Chuck Hauk

Construct two, large community gardens by December 31, 2015

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|--|------------|
| 1. Review procedures used in the establishment of small community gardens, already used at some HACSA housing developments | 03/31/2011 |
| 2. Obtain information from FOOD For Lane County and City of Eugene on procedures used in the establishment of larger community gardens, already established by those organizations | 06/30/2011 |
| 3. Obtain internal information on suitable locations for the establishment of larger community gardens on HACSA-owned properties | 09/30/2011 |

Implementation – Procedures and ground rules used in the establishment of existing small community gardens, already used at some HACSA housing developments, have been collected and reviewed.

A request has been made to FOOD For Lane County, for copies of any procedures used in the establishment of their larger community gardens.

In reviewing the suitability of HACSA housing developments for the establishment of larger community gardens, it has been determined that there appears to be three feasible locations – Maple Wood Meadows on Matt Drive in Eugene; Fourteen Pines on Willakenzie Road in Eugene; and Veneta Villa on Territorial Road in Veneta.

4. Establish HACSA staff/resident "Community Garden" committee to establish "ground rules" and governing procedures for the use of community gardens 12/31/2011

Staff Responsible: Chuck Hauk

Become more responsive to resident needs

1. Determine equipment and resource needs for property managers 03/31/2011
2. Provide new equipment and resources to property managers 06/30/2011
3. Conduct "customer service" training for all employees that frequently work with residents 06/30/2011

Implementation – Equipment and resource needs for Property Managers have been determined.

Two new Assistant Property Managers have been hired, to provide needed support to the Property Managers.

Some computers (and connections) at outlying offices have been upgraded, while similar upgrades are continuing to be explored. Some new equipment (wireless computer mice, larger monitors, telephone headsets, etc.) has been purchased and provided to Property Managers.

Training manuals/materials on "customer service" – specifically oriented to Public Housing Authorities – have been ordered from Nan McKay and Associates (a nationally known and well regarded provider of training materials to PHAs).

4. Increase on-site time spent by property managers, excluding Parkview Terrace and Mckenzie Village, by at least 15% 12/31/2011

Staff Responsible: Chuck Hauk

Improve residents' satisfaction with physical conditions through improved maintenance

1. As part of the Capital Fund process meet with residents to develop prioritized maintenance needs and a schedule to meet those needs 04/30/2011
2. Solicit resident feedback on all completed capital fund projects -- start 06/30/2011

Implementation – The HACSA Facilities Manager met with the Tenant Advisory Group (TAG) and explained that residents' suggestions will always be considered, but the needs assessment that was recently completed by a professional contractor would be the driving force in identifying and prioritizing the work done as part of the Capital Fund. The redesigned HACSA website will solicit and accommodate resident feedback on completed capital fund projects.

3. Conduct an annual resident survey on maintenance satisfaction and future needs 10/31/2011

Staff Responsible: Gary Shankle

Add or upgrade bike racks on agency-owned facilities

1. Determine feasibility of adding bike racks 04/30/2011
2. Initiate purchase orders 06/30/2011

Input was requested at TAG meetings regarding the need for additional bike racks at our housing developments. The feedback is not yet conclusive. However, it was determined that new bike racks would be installed at both the Day Island and Fairview offices.

3. Complete installation 09/30/2011

Staff responsible: Gary Shankle

Improve communications and education of residents regarding the work order process.

1. Distribute list of work order priorities and how to report work orders, annually, to all HACSA residents 06/30/2011
2. Post a monthly work order report (how many called in, number completed and average time to complete). Distribute to property managers, TAG members, and post report at each housing development 06/30/2011

Implementation – All TAG members were provided with verbal and written descriptions of the different levels of work orders, their priorities, how long responses would take and how to call the work orders in (during and after work hours). The Facilities Manager also explained how the new Integrated Pest Management System would work and the changes that would be experienced by the residents.

Beginning in January 2011, a monthly computer generated report of how many work orders were called in, how many were completed and the average time it took to complete them has been distributed to property managers and TAG members. It has also been posted at each housing development.

Staff Responsible: Gary Shankle

- Conduct Annual Resident Survey** 10/31/2011

Staff Responsible: Chuck Hauk

Sub-Goal #4 “Five children from Public Housing between the ages of nine and 11 participate in Camp Rosenbaum each year.”

- | | |
|---|------------|
| 1. Announce availability of five scholarships to Camp Rosenbaum to all public housing residents | 02/28/2011 |
| 2. Applications received | 03/31/2011 |
| 3. Complete selection process | 04/30/2011 |
| 4. Selected children complete camper applications | 05/31/2011 |
| 5. Camper applications mailed to Camp Rosenbaum | 06/15/2011 |

Staff Responsible: Chuck Hauk

Implementation – The timelines originally proposed in the Strategic Plan have been adjusted to coordinate with the timelines given to HACSA by Camp Rosenbaum.

In May, HACSA completed and forwarded to Camp Rosenbaum documentation regarding the income eligibility of its Public Housing families.

In April, an announcement and Camp Applications and Ground Rules were mailed to 90 Public Housing households, with children within the required age guidelines, explaining the opportunity at Camp Rosenbaum and inviting them to complete the Camp Applications and Ground Rules.

In May, completed Applications and Camp Rules were received from 12 families. Five children were selected to attend Camp Rosenbaum and seven were placed on the stand-by list. This information was provided to Camp Rosenbaum, which reviewed the applications, including medical information. HACSA has been advised that the five children selected have all been accepted by Camp Rosenbaum.

Notifications are about to be sent out, advising children if they have been selected or been put on the stand-by list. Information was received from Camp Rosenbaum on June 30, 2011, regarding the bus schedule for transportation to and from the Camp.

We are right on schedule to be sending five Public Housing children to Camp Rosenbaum from July 24 to July 29.

Sub-Goal #5 “Develop new programs to train and/or employ HACSA residents.”

- | | |
|--|------------|
| 1. Employ two youth for the summer who attend college, at least half-time during the regular school year | 05/31/2011 |
|--|------------|

Implementation – Applications were sent to all households with college age youth. None were returned.

- | | |
|---|------------|
| 2. Enroll six public housing residents in job training programs sponsored by Lane Workforce Partnership | 12/31/2011 |
| 3. Make contact with five private sector employers to assess the possibility of hiring HACSA residents | 12/31/2011 |

Staff Responsible: Dorothy Cummings

Goal 5 “The HACSA Board of Commissioners will adopt a framework for the working relationship between the Board and the Executive Director.”

1. Approve a process for evaluating the Executive Director 06/30/2011
2. Approve a process for policy discussions between HACSA management and the Board 06/30/2011

Responsible: HACSA Board of Commissioners

3. Conduct a semi-annual implementation review of the strategic plan 06/30/2011

Responsible: Larry Abel and the HACSA Board of Commissioners

Implementation – It is anticipated that the same process used to evaluate Lane County’s Administrator will be used to evaluate HACSA’s Executive Director. The HACSA Executive Director and Board Chairperson are holding regular meetings to discuss policy. This completes the first semi-annual implementation review of the strategic plan.

Memorandum Date: June 27, 2011

Meeting Date: July 13, 2011

T. 5. a.

TO: Board of County Commissioners

DEPARTMENT: Public Works

PRESENTED BY: Bill Morgan, County Engineer

AGENDA ITEM TITLE: Report Back/ADA Bus Stop Request on Scenic Drive

I. MOTION

This item is a report back to the Board of County Commissioners (Board); no motion is proposed.

II. AGENDA ITEM SUMMARY

This item is a report back on an issue raised in public testimony at the Board's Capital Improvements Program (CIP) public hearing on May 10, 2011. The issue is in regards to a request for an ADA accessible bus stop on Scenic Drive. Scenic Drive is not built to urban standards (no curbs, gutters, sidewalks etc.) and there is not an Americans with Disabilities Act (ADA) accessible bus stop on Scenic Drive.

III BACKGROUND

A. Board Action and Other History

At the Board's Capital Improvements Program (CIP) public hearing on May 10, 2011, Ms. Beverly Ashwill provided testimony regarding the lack of an (ADA) compliant ramp at a bus stop along Scenic Drive. Ms. Ashwill provided similar testimony at the CIP public hearing before the Lane County Roads Advisory Committee (RAC) meeting on March 21, 2011. Ms. Ashwill's letter of testimony is provided as Attachment 1.

Ms. Ashwill had previously contacted Lane Transit District (LTD) to request improvements to the bus stop on Scenic Drive by Dublin Avenue. LTD responded to her request on March 9, 2011 (Attachment 2) indicating that they would not be making improvements to that stop. As noted in this letter, Ms. Ashwill is eligible for RideSource, a curb to curb service specifically provided for people who are unable to use the regular fixed-route bus service. LTD staff notes that access to RideSource meets the obligation of the transit authority to meet ADA requirements. This service is largely subsidized, but does require a \$3.00 fee to utilize.

As reported at the May 10, 2011 public hearing Public Works was sympathetic to Ms. Ashwill's request and made efforts to determine whether a simple, low cost alternative could be developed to meet the needs of Ms. Ashwill and meet basic public safety standards. The County Engineer determined that providing a raised pad as requested by the applicant was not an option that could be constructed in a manner that met basic design standards and safety requirements. The County Engineer's response is provided as Attachment 3. At the Board's May 10, 2011 meeting, staff was directed to revisit the possibility of providing a alternative

solutions to address Ms. Ashwill's request. The Analysis section below describes staff's efforts.

B. Policy Issues

The following Goal from the Lane County Transportation System Plan (TSP) is relevant to this item

- *Goal 1: Maintain the safety, physical integrity and function of the County road network through the routine maintenance program, the Capital Improvement Program, and the consistent application of road design standards.*

C. Board Goals

The following goals from the Lane County Strategic Plan relate to this item:

- *Provide opportunities for citizen participation in decision making, voting, volunteerism, and civic and community involvement.*
- *Contribute to appropriate community development in the areas of transportation and telecommunications infrastructures, housing, growth management and land development.*

D. Financial and/or Resource Considerations

If the Board directs staff to pursue a design option, funding would be taken from the Road Fund, currently in decline. The CIP plan prioritizes capital improvement projects. Pursuit of a design option would reduce the funding available for adopted CIP projects.

E. Analysis

Lane County Transportation Planning and Engineering Construction Services staff met to determine if there were other low-cost solutions that would meet design standards and safety requirements. Staff developed a proposed solution to create a paved surface along the shoulder that would be level with the Scenic Drive. Staff then met with Ms. Ashwill on June 3, 2011 to discuss the proposed solution. However, Ms. Ashwill indicated that the surface must be raised in order to address her boarding needs and indicated that a paved level surface would not be acceptable. An alternative design solution for a raised pad was also proposed and presented to the County Engineer, but similar design and safety concerns remain with this proposed solution as with the stand alone raised pad (See Attachment 3). Developing any sort of raised pad not incorporated into full street improvements would raise those same concerns.

Staff considered other solutions, even asking LTD whether reversing the route would be an option. LTD noted that this would be a complicated solution and would involve relocation of 12 bus stops at Lane County's expense. This does not appear to be a viable option at this time.

Staff provides the following for the Board's consideration in making a recommendation:

- Several other bus stops within the service area are not ADA accessible. As previously mentioned, the transit authority has met their ADA obligation by providing Ms. Ashwill access to RideSource. It is not the County's obligation to meet ADA requirements for the transit authority.

- Improving Scenic Drive to urban standards would allow staff to work with LTD to construct a raised pad that would be continuous with a new curb. However, Scenic Drive is not currently identified for such improvements. In addition, designing roads to meet urban standards has not been the direction the residents of River Road/Santa Clara have been seeking.
- When the Board last addressed this item, staff noted that LTD would be purchasing some new buses equipped with a ramp boarding system more compatible with Ms. Ashwill's needs. However, LTD has indicated that there is no way to guarantee that these buses will be used on Scenic Drive, nor is it possible to guarantee that if some are designated for this route, that they would be used continuously. LTD has a large fleet and specific buses do not serve each route on a regular basis. As such, it is not likely that a design solution would be temporary so long term maintenance is also a consideration.
- If the Board directs staff to pursue a design solution, staff recommends that the Board consider a policy around how such requests are to be equitably addressed in the future.

IV. TIMING/IMPLEMENTATION

If the Board directs staff to pursue a design option, the Board may choose to follow Lane Manual (LM) for improvements to the County road system. LM 15.580 provides a process for Citizen Input With Regard to Individual Road Improvement Projects. This process includes notice to adjacent property owners and a public hearing before the RAC prior to Board action. Unless the Board waives these processes, construction of a design option would likely happen in next year's construction season.

Staff will also request that the Board approve a Deviation from approved road design standards.

V. RECOMMENDATION

Based on the information above, staff's original recommendation has not changed.

VI. FOLLOW-UP

Please see the Timing/Implementation section above for potential follow-up procedures.

VII. ATTACHMENTS

1. Written Testimony from Ms. Ashwill
2. LTD Response
3. County Engineer's Analysis

MAR 07 2011

03/02/11

To Whom It may Concern:

I am Beverley Ashwill. I moved to 315 Dublin Avenue in September of 2010. I was pleased to see my house was only 11 houses down from a bus stop on Scenic Drive. I work 4 or 5 days a week downtown Eugene and the bus is important for my transportation. Not to mention Doctor's and other medical appointments. I own a van with a lift which I can no longer drive, but I use it only when the bus doesn't get me to where I need to go. I am 67 years old and an honored rider for free on the LTD bus system. So it is important economically as well to use the bus. It also allows me more independence than depending on someone else to drive me.

I travel in a power wheelchair because I've had Rheumatoid Arthritis for over 40 years and can not walk.

Soon after I moved into the Dublin Avenue house, I attempted to use the bus stop at the end of Dublin Avenue on Scenic Drive. It was very difficult. There is no sidewalk or curbs so the lift was much steeper than the normal ratio of 1 to 12. I made it in, but rammed my wheelchair into the equipment near the driver's seat. The bus driver and I concurred this wasn't an appropriate stop for me due to the lack of that 6 inch rise of the sidewalk/curb. So I then had to go out from my house to Shannon Street, Then turn right on River Loop #2 and cross River Road at the traffic light to get to the nearest accessible bus stop. That is about a 5 minute ride in my wheelchair. Nearly all of the time, I am in the street. River Loop #2 is a busy street with no cement side. It is a gravel shoulder which I can get stuck in. So far, I have not been hit.

That is the crux of my story. It is not safe for me to travel in the busy street. I have friends in wheelchairs who have been hit by vehicles and badly injured. It is not uncommon. After all, sitting in our wheelchairs makes us shorter than most people. Drivers are very busy people. They are handling their kids in the back seat, grabbing for that cup of coffee, or heaven forbid talking or texting on their cells. If it is wet or dark, it makes it even harder. They get distracted for many reasons. I am making every effort to be safe. Research has shown that drivers are looking for cars or trucks and when they see a bike, or a scooter or a wheelchair, it takes them longer to process this is something to avoid. I am playing Russian roulette with my wellbeing every time (twice a day on weekdays) I travel in the street to get my bus.

Making the Scenic Drive bus stop accessible for me would be a major step in my safety and preserving my life. (for which I would be eternally grateful).

In addition, I have friends and guests that travel in wheelchairs as well. We host international guests for MIUSA (Mobility International USA) and their perceptions of bus accessibility flavors their perception of the USA.

I contacted LTD Bus system about the problem. They sent out a bus to check out the situation. Their findings were that they could build a platform for me there, but they would need curbs and they don't do curbs. I found out through phone calling around that the streets here are under the jurisdiction of Lane County Public Works. I intended to be at your hearing but was unable to attend because of the weather situation. I am writing this letter to ask you to be willing to work with LTD and create a short curb at the bus stop area so LTD can create the accessible platform I would need to use that bus stop.

I understand the budget concerns. I am hoping this small and hopefully inexpensive project could be seen in the light of the physical safety and well being of one (or more) of your citizens (a taxpayer) as opposed to measuring it with more expensive and major concerns, all of which have good merit.

Sincerely,
Beverly J. Ashwill



Lane Transit District

March 9, 2011

Beverly Jo Ashwill
315 Dublin Avenue
Eugene, Oregon 97404

RE: Bus Stop Ramp and Pad Request on Scenic Drive

Dear Ms. Ashwill:

I recognize that it has taken us some time to get back to you about your request for improvements at the bus stop on Scenic Drive at Dublin Avenue. Please be assured that we appreciate and carefully considered your request. LTD staff visited the site, consulted with County personnel, and discussed this with LTD managers.

For these reasons LTD will not be making improvements to this stop:

1. LTD does not have the resources or the jurisdiction to construct or maintain basic street improvements such as curbs or sidewalks on unimproved streets.
2. When LTD does make individual bus stop improvements such as the installation of concrete pads, ramps, or curb cuts that connect to existing curbs and sidewalks, or to install a bench or shelter, decisions are based on the use of the stop as well as improving accessibility for people with disabilities. The Scenic Drive and Dublin Avenue stop has generally low use.
3. This site does not appear to have the space needed to safely accommodate an access ramp and landing requirements. Buses, bikes, and pedestrians all need room to maneuver along with regular traffic. Further investment in design and layout is needed.

LTD is aware of the issue for riders like you who are unable to use the current style of ramps on low-floor vehicles when the ramp is deployed to the ground. Our next vehicle purchases will have newly designed ramps that have a reduced ramp slope of 1:6 to alleviate the problem. The first of these should arrive in the fall. Obviously, this offers a long-term, not an immediate solution since it takes time and money to get all of the old equipment replaced.

A circular logo with the text 'The Best Way to Connect' inside. The logo is partially obscured by a thick black horizontal bar at the bottom of the page.

The Best
Way to
Connect

Beverly Ashwill
March 9, 2011
Page 2

For any trip throughout the system that you are unable to access due to the requirement for an accessible sidewalk or raised landing, you are eligible to use RideSource. RideSource may take you the entire length of a trip or to the closest LTD station that allows you to complete a trip on your own. Enclosed is a RideSource RideGuide for your reference in accessing the RideSource system.

Should Lane County go forward with full curb and sidewalk improvements on Scenic Drive, LTD bus stop pads would be installed at that time. Please feel free to give me a call at 541-682-3245 if you have any questions.

Sincerely,



Terry Parker
Accessible Services Manager

TP/sjh

cc: RideSource Call Center
Shashi Bajracharya, Lane County

Enclosure: RideSource RideGuide

BAJRACHARYA Shashi

From: MORGAN Bill F
Sent: Tuesday, March 22, 2011 1:33 PM
To: BAJRACHARYA Shashi
Cc: BROWN David L
Subject: Scenic Drive Comments

Shashi:

I have had the opportunity to review the memorandum to the Roads Advisory Committee (RAC) for the draft Capital Improvement Program (CIP) for Fiscal Years 2012 through 2016, more particularly the Summary of Public Comments and Analysis for the request by Ms. Beverley Ashwill. In particular, I have the following comments on the low cost improvements (shoulder paving or a concrete boarding pad) proposal under consideration regarding Ms. Ashwill's request for an *Americans with Disabilities Act (ADA)* compliant bus stop improvement on Scenic Drive.

In the area, there is an overall lack of roadways built to meet urban standards, or having curbs, gutters or sidewalks. One of the fundamental principals of why we have urban standards is so that ADA guidelines can be met. If roads are not built to urban standards, then ADA guidelines are very difficult if not possible to meet.

I looked at the latest edition of ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), and found the following guidelines in Section 10, Transportation Facilities. I have bolded a few areas for easy reference and emphasis.

10.2.1 New Construction.

*(1) Where new bus stop pads are constructed at bus stops, bays or other areas where a lift or ramp is to be deployed, they shall have a firm, stable surface; a minimum clear length of 96 inches (measured from the curb or vehicle roadway edge) and a minimum clear width of 60 inches (measured parallel to the vehicle roadway) to the maximum extent allowed by legal or site constraints; and shall be connected to streets, sidewalks or pedestrian paths by an accessible route complying with **4.3** and **4.4**. The slope of the pad parallel to the roadway shall, to the extent practicable, be the same as the roadway. For water drainage, a maximum slope of 1:50 (2%) perpendicular to the roadway is allowed.*

*(2) Where provided, new or replaced bus shelters shall be installed or positioned so as to permit a wheelchair or mobility aid user to enter from the public way and to reach a location, having a minimum clear floor area of 30 inches by 48 inches, entirely within the perimeter of the shelter. **Such shelters shall be connected by an accessible route to the boarding area provided under paragraph (1) of this section.***

(3) Where provided, all new bus route identification signs shall comply with 4.30.5. In addition, to the maximum extent practicable, all new bus route identification signs shall comply with 4.30.2 and 4.30.3. Signs that are sized to the maximum dimensions permitted under legitimate local, state or federal regulations or ordinances shall be considered in compliance with 4.30.2 and 4.30.3 for purposes of this section.

EXCEPTION: Bus schedules, timetables, or maps that are posted at the bus stop or bus bay are not required to comply with this provision.

10.2.2 Bus Stop Siting and Alterations.

(1) Bus stop sites shall be chosen such that, to the maximum extent practicable, the areas where lifts or ramps are to be deployed comply with section 10.2.1(1) and (2).

(2) When new bus route identification signs are installed or old signs are replaced, they shall comply with the requirements of 10.2.1(3).

In my opinion, many roads in the area (including Scenic Drive) do not have accessible routes meeting ADA guidelines. Instead, everyone is required to walk, bike or travel in the travel lanes, or to use the unimproved shoulders. None of these areas meet ADA guidelines, so under 10.2.2 above, bus stop sites, to the maximum extent practicable, should be constructed to both meet ADA standards and to connect to a system that meets ADA standards. This is not the case under options 2 and 3 in the memo.

In summary, it is my professional opinion that Scenic Drive does not have adequate space needed to safely accommodate a fully ADA compliant access ramp. The proposed options of a boarding pad improvement or a paved shoulder would not meet existing ADA standards and County Road Design Standards, subjecting the County to potential risk of litigation. Further, I have concerns that a standalone concrete boarding pad or paved shoulder does not meet the "connected by an accessible route" criteria in 10.2.1 (2), and would cause additional safety and risk problems beyond the "do nothing" alternative. Also, LTD has indicated that the rider can use the RideSource Program in order to safely meet her travel requirements since she is unable to access the transit system due to the requirements for an accessible sidewalk or raised landing.

For the above reasons, I can not recommend either of the low cost improvements under consideration.

Bill Morgan, PE
County Engineer
Lane County Public Works
bill.morgan@co.lane.or.us
(541) 682-6990

W. 5. B.

Memorandum Date: June 27, 2011
Board Order Date: July 13, 2011

TO: Board of County Commissioners
DEPARTMENT: CAO/Community & Economic Development
PRESENTED BY: Glenda Poling, Interim Community and Economic Development Coordinator

AGENDA ITEM TITLE: ORDER IN THE MATTER OF APPROVING A TRANSFER OF \$150,000 FROM THE OVERNIGHT STAY DEVELOPMENT LOAN FUND TO ECONOMIC DEVELOPMENT PROJECTS OPERATIONS CONTINGENCY.

I. MOTION

Move to approve a transfer of funds in the amount of \$150,000 from the Overnight Stay Development Loan Fund to the Economic Development Projects Operational Contingency fund.

II. AGENDA ITEM SUMMARY

This action authorizes the transfer of funds from the Overnight Stay Development Loan Fund to the Economic Development Projects – Video Lottery Operational Contingency fund. The Board of Commissioners established the Overnight Stay Development Loan Fund specifically for the purposes on assisting municipalities and private businesses in creating economic development projects. A portion of the money used to create the Overnight Stay Development Loan Fund came from the Economic Development Strategic Investment Program (Video Lottery). In order to replenish funds in the Economic Development Strategic Investment Program, staff is asking the Board to transfer \$150,000 to the Economic Development Strategic Investment Program (Video Lottery) from the Overnight Stay Development Loan Fund. This money will be placed in operational contingency and can only be used at the recommendation of the Economic Development Standing Committee and the approval of the Board of Commissioners.

III. BACKGROUND/IMPLICATIONS OF ACTION

Board Action and Other History

The Board of Commissioners established the Economic Development Strategic Investment Program (Video Lottery) to fund activities which support economic development in Lane County and is meant to encourage partnerships between the County, communities within the County, non-profit organizations, private parties, and others directly involved in economic development activities. Funding for this program comes from Video Lottery proceeds (see Lane Manual 4.100).

In April 2010, the Board of Commissioners created the Overnight Stay Development Loan fund using \$100,000 from the Rural Tourism Marketing Program reserve (funding comes from Transient Room Tax) and \$150,000 from the Economic Development Strategic Investment Program (Video Lottery) (see Board Order 10-4-7-5) for a total of \$250,000.

The Overnight Stay Development Loan fund is not a grant program, rather a loan program for economic development related projects that can also generate additional overnight stays within the County. The current request is to transfer the \$150,000 that was originally taken from the Economic Development Strategic Investment Program (Video Lottery) to replenish reserves within the Economic Development Strategic Investment Program (Video Lottery). Reserves are used only at the recommendation of the Economic Development Standing Committee and the approval of the Board of Commissioners.

The Overnight Stay Development Loan fund will have a remaining \$25,000 balance. Additionally, this fund has recently loaned \$75,000 to a local business.

A. Policy Issues

Shall the Board transfer funds from the Overnight Stay Development Loan Fund to the Economic Development Strategic Investment Program?

Board Goals

The transfer of funds will help to meet the Board goal: "Develop Lane County's economic engine."

B. Financial and/or Resource Considerations

The Overnight Stay Loan Fund currently has the money available to make the \$150,000 transfer. No other resource is needed.

C. Analysis

The requested transfer meets the goals of the Overnight Stay Development Loan Fund by making the money available to projects that will provide economic

benefit to Lane County.

F. Alternatives/Options

1. The Board can allocate the requested funding to the Economic Development Strategic Investment Program.
2. The Board can request more information and allocate funding at a later date.
3. The Board can elect against transferring these funds at this time.

IV. TIMING/IMPLEMENTATION

If the Board approves the attached Board Order, funding will be allocated as outlined within the Board Order.

V. RECOMMENDATION

Lane County Community & Economic Development recommends that the Board transfer \$150,000 from the Overnight Stay Development Loan Program to the Economic Development Strategic Investment Program.

VI. FOLLOW UP

Upon Board approval, any allocation of the \$150,000 will be at the Boards discretion following a recommendation from the Economic Development Standing Committee.

**IN THE BOARD OF COUNTY COMMISSIONERS,
LANE COUNTY, OREGON**

ORDER NO.) **IN THE MATTER OF APPROVING A TRANSFER OF**
) **\$150,000 FROM THE OVERNIGHT STAY DEVELOPMENT**
) **LOAN FUND TO ECONOMIC DEVELOPMENT PROJECTS**
) **OPERATIONAL CONTINGENCY.**

WHEREAS, the Lane County Board of Commissioners established the Overnight Stay Development Loan Fund (Board Order 10-4-7-5) with \$150,000 from the Economic Development Strategic Investment Program – Video Lottery (Operational Contingency) and \$100,000 from the Rural Tourism Marketing Program (Operational Contingency) to total \$250,000, and

WHEREAS, the Lane County Board of Commissioners loaned \$75,000 on a tourism-related project deemed eligible for the Overnight Stay Development Loan Fund (which will be repaid within five years), and

WHEREAS, the Lane County Board of Commissioners currently desires to replenish the Economic Development Strategic Investment Program – Video Lottery Operational Contingency Fund in the amount of \$150,000 and leave a balance of \$25,000 in the Overnight Stay Development Loan Fund, and

WHEREAS, funds placed in the Economic Development Projects Operational Contingency Fund will be used at the recommendation of the Economic Development Standing Committee and the discretion of the Board of Commissioners for economic development projects in Lane County,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT: \$150,000 of Overnight Stay Development Loan Fund funds is transferred to the Economic Development Projects Operational Contingency fund.

Signed this _____th day of _____ 2011.

Faye Stewart, Chair
LANE COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM
Date 7-5-11
Lane County

[Handwritten Signature]



W. 5. C. 1.

ABBREVIATED CONSENT CALENDAR FORMAT

Memorandum Date: July 13, 2011
Order Date: July 13, 2011

TO: Board of County Commissioners

DEPARTMENT: Health & Human Services

PRESENTED BY: Rob Rockstroh

AGENDA ITEM TITLE: ORDER____/IN THE MATTER OF AWARDING CONTRACTS IN THE DEPARTMENT OF HEALTH & HUMAN SERVICES

I. MOTION

In the Matter of Awarding Contracts in the Department of Health & Human Services

II. DISCUSSION

A. Background / Analysis

The Department of Health & Human Services has contracts and amendments that were not included in the budget adoption order for a number of reasons including continuing contract negotiations and contract amounts not being finalized. The contracts listed are:

Resource Connections of Oregon – Provides family support services for developmental disabilities clients. This contract is exempt from selection per LM 20.128(3)

The ARC of Lane County – Provides family support services for developmental disabilities clients. This contract is exempt from selection per LM 20.128(3)

Looking Glass Youth and Family Services – Provides shelter and access services to runaway and homeless youth. These services were part of the Human Services Commission RFP process.

St. Vincent de Paul – Provides access services for homeless single adults. This services was part of the Human Services Commission RFP process.

State of Oregon – Delegation of responsibility for small drinking water systems to Lane County. This is an intergovernmental agreement.

McKesson – Provides 340B pharmacy wholesale services for the Community Health Centers of Lane County. McKesson is a sole source to provide 340B services to Lane County.

State of Oregon – Provides Adult Mental Health Initiative (AMHI) funding to promote more effective utilization of current capacity in facility based treatment settings. This is an intergovernmental agreement.

B. Recommendation

Lane County Health & Human Services recommends award of the contracts and amendments listed.

III. ATTACHMENTS

Board Order
Contract List

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

ORDER:) IN THE MATTER OF AWARDING CONTRACTS IN THE
) DEPARTMENT OF HEALTH & HUMAN SERVICES
)

WHEREAS, Lane Manual Chapter 21 sets forth policy regarding award of contracts and contract amendments for services and policy regarding signatory authority of the County Administrator; and

WHEREAS, competitive selection processes have been completed per Lane Manual 21.107 and 21.108 except where selection is exempt from such process per LM 20.128(3); and

NOW THEREFORE, IT IS HEREBY ORDERED, that the Board of County Commissioners award and delegate authority to the County Administrator to sign the contracts and amendments as indicated in the attached contract list;

Effective this _____ day of July, 2011

Faye Stewart, Chair
Lane County Board Of Commissioners

Amendments

Contractor Name	Contract Title	Type	Amendment Amount	New Total	As Amended	
					Begin Date	End Date
The Arc of Lane County Resource Connections of Oregon	Family Support Services	E	\$250,000	\$2,682,500	7/1/2009	6/30/2012
McKesson	Family Support Services 340B Pharmacy	E	\$1,000,000 \$150,000	\$3,878,210 \$356,000	7/1/2009 6/1/2009	6/30/2012 6/30/2012

New Contracts


Contractor Name	Contract Title	Type	Amount	Begin Date	End Date
St. Vincent de Paul Looking Glass Youth and Family Services	Day Access for Singles	E	329,390	7/1/11	6/30/13
State of Oregon – DHS	Shelter and Access for Youth	E	912,784	7/1/11	6/30/13
State of Oregon – DHS	Drinking Water	R	300,000	10/1/11	6/30/13
State of Oregon – DHS	Adult Mental Health Initiative	R	409,625	7/1/11	6/30/12

W. 5. D. 1.

Memorandum Date: June 27, 2011
 Order Date: July 13, 2011

TO: Board of County Commissioners

DEPARTMENT: Public Works, Land Management Division

PRESENTED BY: Mike Jackson, Lane County Surveyor 

AGENDA ITEM TITLE: IN THE MATTER OF SETTING A PUBLIC HEARING FOR THE PROPOSED VACATION OF PORTIONS OF FAIRGROUNDS ENTRANCE ROAD (CO. RD. 2253) AND FAIRGROUNDS WEST ENTRANCE ROAD (CO. RD. 2267), LOCATED IN THE SOUTHWEST ONE QUARTER (SW1/4) OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 3 WEST AND THE SOUTHEAST ONE QUARTER (SE1/4) OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, IN LANE COUNTY, OREGON (17-03-31-30 & 17-04-36-40).

I. MOTION

TO APPROVE THE RESOLUTION AND ORDER TO SET A PUBLIC HEARING DATE OF AUGUST 17, 2011 AT 1:30 P.M. TO CONSIDER THE PROPOSED VACATION OF PORTIONS OF FAIRGROUNDS ENTRANCE ROAD (CO. RD. 2253) AND FAIRGROUNDS WEST ENTRANCE ROAD (CO. RD. 2267).

II. AGENDA ITEM SUMMARY

The Board is being asked to approve the Resolution and Order to set a public hearing date to consider the proposed vacation of portions of Fairgrounds Entrance Road (Co. Rd. 2253) and Fairgrounds West Entrance Road (Co. Rd. 2267), located entirely within the Lane County Fairgrounds property.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The Surveyor's Office of the Department of Public Works has received a request by Lane County Management Services Facilities Administration to initiate proceedings for the vacation of the subject roads. The purpose of this vacation is to facilitate more strategic gate locations and to more effectively address traffic and pedestrian flow, security and safety issues within the Fairgrounds property.

The portion of Fairgrounds Entrance Road proposed for vacation was established as County Road 2253 in 1997 by Board of Commissioners Order No. 97-8-27-3, consisting

of a loop of variable width providing two points of entry to the Fairgrounds from West 13th Avenue, the easterly of the two being at Jefferson Street. The portion of Fairgrounds Entrance Road proposed for vacation consists of a "stub" approximately 0.04 miles in length at the southerly end of the loop.

The portion of Fairgrounds West Entrance Road proposed for vacation was established as County Road 2267 in 2004 by Board of Commissioners Order No. 04-4-28-12, consisting of two separate portions having variable width providing various points of entry to the Fairgrounds from West 13th Avenue. The portion of Fairgrounds West Entry Road proposed for vacation is the entire road as established in said Order No. 04-4-28-12, being approximately 0.35 miles in length.

The portions of these roads proposed for vacation are within the city limits of the City of Eugene. In accordance with ORS 368.361(3), concurrence by the City of Eugene is necessary to validate the vacation. Solicitation for concurrence will occur prior to the public hearing.

The Surveyor's Office notified the City of Eugene, Qwest Communications, EWEB, Northwest Natural Gas, various other agencies including Transportation Planning and Lane County Planning sections of the Lane County Department of Public Works, and nearby property owners regarding the vacation. Northwest Natural Gas responded requesting an easement be retained for their benefit. The Eugene Fire Department initially responded with concerns regarding access in emergency situations, and after further discussion indicated no objection to the vacation. The other agencies and landowners either had no objection to the vacation or did not respond to the referral.

B. Policy Issues

Lane Manual 15.300 and 15.305 supplement ORS 368 in allowing for consideration of vacation of rights of way where little need exists for the rights of way, where no property owner is denied legal access as a result of the vacation and where the vacation will not adversely affect orderly development of adjacent property. The right of way herein considered for vacation as described in the Resolution and Order is consistent with these categories.

Lane Manual 15.305(6) requires that vacations, other than those by petition, shall be referred to the Roads Advisory Committee for consideration and recommendations. This vacation was considered by the Roads Advisory Committee and recommended for approval on June 22, 2011.

C. Board Goals

Part of Lane County's Strategic Plan is to contribute to appropriate community development in the area of transportation and land development and to provide for the public safety (Lane County Strategic Plan, Goals, P. 8). The vacation of the portion of right of way as described in the Resolution and Order is consistent with this part of the Strategic Plan.

D. Financial and/or Resource Considerations

There will be no adverse financial impact as a result of the vacation of these rights of way. Since the vacated portions of road will no longer have County Road status, maintenance responsibility will shift from Public Works to Management Services Facilities Maintenance, and as a result will no longer be Road Fund eligible.

IV. ANALYSIS

ORS 368.341(1) (a) provides that a county governing body may initiate proceedings to vacate a public road provided certain conditions are met, and these conditions are complied with by these proceedings.

The portions of road proposed for vacation are entirely within the Lane County Fairgrounds property. The vacation of the portions of Fairgrounds Entrance Road and Fairgrounds West Entrance Road as described in the Resolution and Order will have no adverse effects on transportation patterns in the area.

Vacation of the "stub" portion of Fairgrounds Entrance Road south of the Convention Center will allow for the relocation of a vehicular gate which, in its current location not only creates multiple vehicular safety issues, but also does not contribute in a positive manner to the traffic flow into the fairgrounds property. It will also improve management's ability to provide a more secure area for users and guests.

Vacation of the portion of Fairgrounds West Entry Road located immediately in front of the administrative offices fronting 13th Avenue will provide more flexibility in obtaining a safe ingress and egress system, especially during fair times.

Vacation of the portion of Fairgrounds West Entry Road immediately behind the area previously occupied by the Extension Service building will afford Lane Events Center/Lane County Fair (LEC/LCF) management increased ability to provide safer pedestrian traffic during the Lane County Fair and more general flexibility in "encapsulating" the entire area for security purposes.

The proceedings for the proposed vacation of these roads require a public hearing. Setting a date for the public hearing will allow time for notice as required by ORS 368.401 – 368.426, and provide an opportunity for any comments from the public, affected property owners and other agencies. The attached Resolution and Order will set a public hearing date to consider the merits of the vacation of the described portion of rights of way.

V. ALTERNATIVES/OPTIONS

The Board of County Commissioners has the option to:

1. Approve the public hearing date as proposed by staff to consider the vacation of the portions of Fairgrounds Entrance Road (Co. Rd. 2253) and Fairgrounds West Entrance Road (Co. Rd. 2267), as described in the Resolution and Order.

2. Set any later public hearing date, as the Board may wish to consider the vacation of these portions of road.
3. Refuse to set a date, either postponing the matter, or refusing to initiate proceedings to consider the vacation of these portions of road.

VI. TIMING/IMPLEMENTATION

Timing of this matter is important in order to address safety and security concerns in a timely manner.

VII. RECOMMENDATION

The Public Works Director's Preliminary Report recommends the Board support Option Number 1, to approve setting a public hearing date to consider the proposed vacation.

VIII. FOLLOW-UP

If the Board of County Commissioners approves the Resolution and Order setting a date for a public hearing on the vacation of portions of Fairgrounds Entrance Road and Fairgrounds West Entrance Road, it is to be forwarded to the Lane County Clerk for filing and recording, after which copies are to be forwarded to the County Surveyor who will provide public notice of the proposed action. If the Board wishes to postpone the matter, or to terminate proceedings, an Order to Postpone or Terminate will be presented to the Board at a later regularly scheduled meeting.

IX. ATTACHMENTS

Resolution and Order w/attachments:
Director's Preliminary Report - Exhibit "A"
Attachment "A" - Site Map

Contact Person: Mike Jackson x4198

**IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY
STATE OF OREGON**

IN THE MATTER OF SETTING A PUBLIC HEARING)	
FOR THE PROPOSED VACATION OF PORTIONS OF)	RESOLUTION AND
FAIRGROUNDS ENTRANCE ROAD (CO. RD. 2253))	ORDER NO.
AND FAIRGROUNDS WEST ENTRANCE ROAD (CO.)	
RD. 2267), LOCATED IN THE SOUTHWEST ONE)	
QUARTER (SW1/4) OF SECTION 31, TOWNSHIP 17)	
SOUTH, RANGE 3 WEST AND THE SOUTHEAST ONE)	
QUARTER (SE1/4) OF SECTION 36, TOWNSHIP 17)	
SOUTH, RANGE 4 WEST OF THE WILLAMETTE)	
MERIDIAN, IN LANE COUNTY, OREGON)	
(17-03-31-30 & 17-04-36-40))	

THIS MATTER now coming before the Board of County Commissioners for Lane County, Oregon, upon a request by Lane County Management Services Facilities Administration for the vacation of portions of Fairgrounds Entrance Road (Co. Rd. 2253) and Fairgrounds West Entrance Road (Co. Rd. 2267), and it appearing that the portions of the subject roads proposed for vacation are no longer needed as part of Lane County's public road system; and

WHEREAS, the portion of Fairgrounds Entrance Road proposed for vacation was established as County Road 2253 in 1997 by Board of Commissioners Order No. 97-8-27-3, consisting of a loop of variable width providing two points of entry to the Fairgrounds from West 13th Avenue, the easterly of the two being at Jefferson Street. The portion of Fairgrounds Entrance Road (Co. Rd. 2253) proposed for vacation consists of a "stub" approximately 0.04 miles in length at the southerly end of the loop; and

WHEREAS, the portion of Fairgrounds West Entrance Road proposed for vacation was established as County Road 2267 in 2004 by Board of Commissioners Order No. 04-4-28-12, consisting of two separate portions having variable width providing various points of entry to the Fairgrounds from West 13th Avenue. The portion of Fairgrounds West Entry Road (Co. Rd. 2267) proposed for vacation is the entire road as established in said Order No. 04-4-28-12, being approximately 0.35 miles in length; and

WHEREAS, the proposed vacation is requested in order to facilitate more strategic gate locations and to more effectively address traffic and pedestrian flow, security and safety issues within the Fairgrounds property; and

WHEREAS, the Surveyor's Office notified the City of Eugene, Qwest Communications, EWEB, Northwest Natural Gas, various other agencies including, Transportation Planning and Lane County Planning sections of the Lane County Department of Public Works, and nearby property owners regarding the vacation. Northwest Natural Gas responded requesting an easement be retained for their benefit. The Eugene Fire Department initially responded with concerns regarding access in emergency situations, and after further discussion indicated no

objection to the vacation. The other agencies and landowners either had no objection to the vacation or did not respond to the referral; and

WHEREAS, the portions of these roads proposed for vacation are within the city limits of the City of Eugene, and in accordance with ORS 368.361(3) concurrence by the City of Eugene is necessary to validate the vacation. Solicitation for concurrence will occur prior to the public hearing; and

WHEREAS, Lane Manual 15.305 requires that vacations, other than those by petition, shall be referred to the Roads Advisory Committee for consideration and recommendations, and this vacation was considered and approved by the Roads Advisory Committee on June 22, 2011; and

WHEREAS, the Director of Public Works has provided a written preliminary report, as required by ORS 368.346, attached hereto, marked Exhibit "A" and made a part hereof by this Order, which recommends a date be set for the public hearing; and

WHEREAS, ORS Chapter 368 requires a public hearing to vacate a public road by resolution, and the Board deems it appropriate to conduct a public hearing to decide whether to vacate the described portions of roads; and now, therefore, it is hereby

RESOLVED, that in accordance with ORS Chapter 368, proceedings be undertaken to consider the vacation of those portions of Fairgrounds Entrance Road (Co. Rd. 2253) and Fairgrounds West Entrance Road (Co. Rd. 2267), more particularly described as follows:

All that portion of Fairgrounds Entrance Road (Co. Rd. 2253) from Station L 8+80.00 POC to Station L 11+03.30 PT as established by Lane County Board of Commissioners Order of Establishment No. 97-8-27-3 filed September 2, 1997 in Commissioners Journal 159, Pages 1163-1170, and as shown on that survey filed in the Lane County Surveyor's Office on August 4, 1997 as County Survey File No. 34513-34515, located in the Southwest One Quarter of the Southwest One Quarter (SW1/4 SW1/4) of Section 31, Township 17 South, Range 3 West of the Willamette Meridian, Lane County, Oregon; and

ALSO, all that portion of Fairgrounds West Entrance Road (Co. Rd. 2267) lying south of the southerly right of way line of West 13th Avenue, the same being all of Fairgrounds West Entrance Road in its entirety as established by Lane County Board of Commissioners Order of Establishment No. 04-4-28-12 filed May 3, 2004 in Commissioners Journal 192, Pages 397-406, and as shown on that survey filed in the Lane County Surveyor's Office on December 14, 2001 as County Survey File No. 37295, located in the Northwest One Quarter of the Southwest One Quarter (NW1/4 SW1/4) of Section 31, Township 17 South, Range 3 West and the Northeast One Quarter of the Southeast One Quarter (NE1/4 SE1/4) of Section 36, Township 17 South, Range 4 West of the Willamette Meridian, Lane County, Oregon.

Now, therefore, it is hereby

ORDERED, that August 17, 2011 be established as the date for conducting a public hearing regarding the proposed vacation of the above described portions of Fairgrounds Entrance Road (Co. Rd. 2253) and Fairgrounds West Entrance Road (Co. Rd. 2267), and that

the said hearing be held at 1:30 p.m. at the Lane County Courthouse, 125 East 8th Avenue, Eugene, Oregon 97401; and it is further

ORDERED, that the Director of the Lane County Department of Public Works, pursuant to ORS Chapter 368.346, cause the Lane County Surveyor to examine the portions of rights of way proposed to be vacated and that the Director provide a written Final Report of findings, which are to be incorporated into the Final Order; and it is further

ORDERED, that notice of the public hearing be provided by service, posting and publication in accordance with ORS 368.401 to 368.426.

Inquiries regarding these proceedings may be directed to Mike Jackson, Lane County Surveyor, Public Service Building, 125 East 8th Avenue, Eugene, Oregon 97401, telephone (541) 682-4195.

Dated this _____ day of _____, 2011.

Chair
Lane County Board of Commissioners

Attachment: Attachment "A" – Site Map

APPROVED AS TO FORM:

Date 6-30-11, Lane County

[Signature]
OFFICE OF LEGAL COUNSEL

EXHIBIT "A"

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY
STATE OF OREGON

<p>IN THE MATTER OF SETTING A PUBLIC HEARING FOR THE PROPOSED VACATION OF PORTIONS OF FAIRGROUNDS ENTRANCE ROAD (CO. RD. 2253) AND FAIRGROUNDS WEST ENTRANCE ROAD (CO. RD. 2267), LOCATED IN THE SOUTHWEST ONE QUARTER (SW1/4) OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 3 WEST AND THE SOUTHEAST ONE QUARTER (SE1/4) OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, IN LANE COUNTY, OREGON (17-03-31-30 & 17-04-36-40)</p>	<p>))))))))))))</p>	<p>DIRECTOR'S PRELIMINARY REPORT</p>
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The Surveyor's Office of the Department of Public Works has received a request by Lane County Management Services Facilities Administration to initiate proceedings for the vacation of the subject roads. The purpose of this vacation is to facilitate more strategic gate locations and to more effectively address traffic and pedestrian flow, security and safety issues within the Fairgrounds property.

The portion of Fairgrounds Entrance Road proposed for vacation was established as County Road 2253 in 1997 by Board of Commissioners Order No. 97-8-27-3, consisting of a loop of variable width providing two points of entry to the Fairgrounds from West 13th Avenue, the easterly of the two being at Jefferson Street. The portion of Fairgrounds Entrance Road proposed for vacation consists of a "stub" approximately 0.04 miles in length at the southerly end of the loop.

The portion of Fairgrounds West Entrance Road proposed for vacation was established as County Road 2267 in 2004 by Board of Commissioners Order No. 04-4-28-12, consisting of two separate portions having variable width providing various points of entry to the Fairgrounds from West 13th Avenue. The portion of Fairgrounds West Entry Road proposed for vacation is the entire road as established in said Order No. 04-4-28-12, being approximately 0.35 miles in length.

The portions of these roads proposed for vacation are within the city limits of the City of Eugene. In accordance with ORS 368.361(3), concurrence by the City of Eugene is necessary to validate the vacation. Solicitation for concurrence will occur prior to the public hearing.

The Surveyor's Office notified the City of Eugene, Qwest Communications, EWEB, Northwest Natural Gas, various other agencies including Transportation Planning and Lane County Planning sections of the Lane County Department of Public Works, and nearby property owners regarding the vacation. Northwest Natural Gas responded requesting an easement be retained for their benefit. The Eugene Fire Department initially responded with concerns regarding access in emergency situations, and after further discussion indicated no objection to the vacation. The other agencies and landowners either had no objection to the vacation or did not respond to the referral.

The portions of road proposed for vacation are entirely within the Lane County Fairgrounds property. The vacation of the portions of Fairgrounds Entrance Road and Fairgrounds West Entrance Road as described in the Resolution and Order will have no adverse effects on transportation patterns in the area. The vacation will be in the public interest, as it will allow Management Services Facilities

EXHIBIT "A"

Maintenance to more effectively address traffic and pedestrian flow, security and safety issues within the Fairgrounds property.


Lane Manual 15.305(6) requires that vacations, other than those by petition, shall be referred to the Roads Advisory Committee for consideration and recommendations. This vacation was considered by the Roads Advisory Committee and recommended for approval on June 22, 2011

The proceedings for the proposed vacation of these roads require a public hearing. Setting a date for the public hearing will allow time for notice as required by ORS 368.401 – 368.426, and provide an opportunity for any comments from the public, affected property owners and other agencies, as well as allow County staff to review and respond to inquiries or opposition to the proposed vacation.

It is recommended that the proceedings for vacating the portions of Fairgrounds Entrance Road (Co. Rd. 2253) and Fairgrounds West Entrance Road (Co. Rd. 2267), as described in the Resolution and Order, be commenced as authorized by ORS 368.341(1)(a), and a public hearing date be established to allow the Board of County Commissioners to consider public input, as well as staff presentation.

A final report will be submitted prior to the time of the public hearing.

DATED this 27 day of June, 2011.

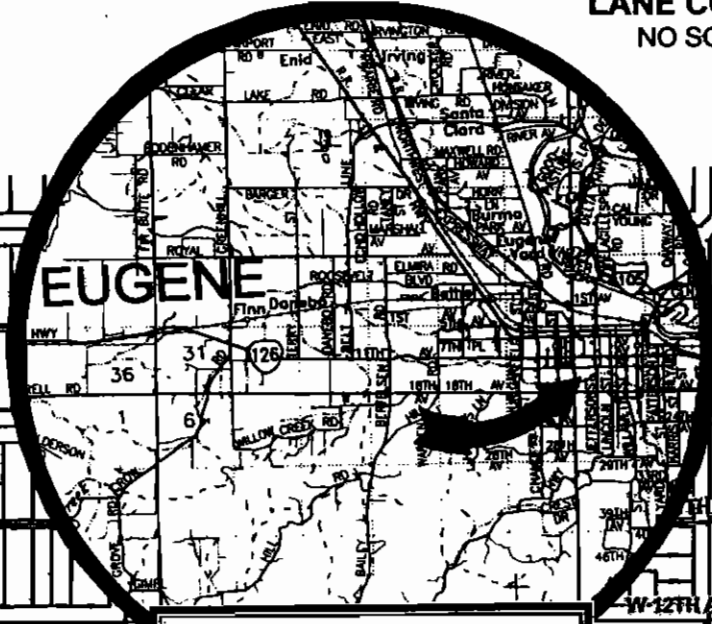


Public Works Director
Department of Public Works

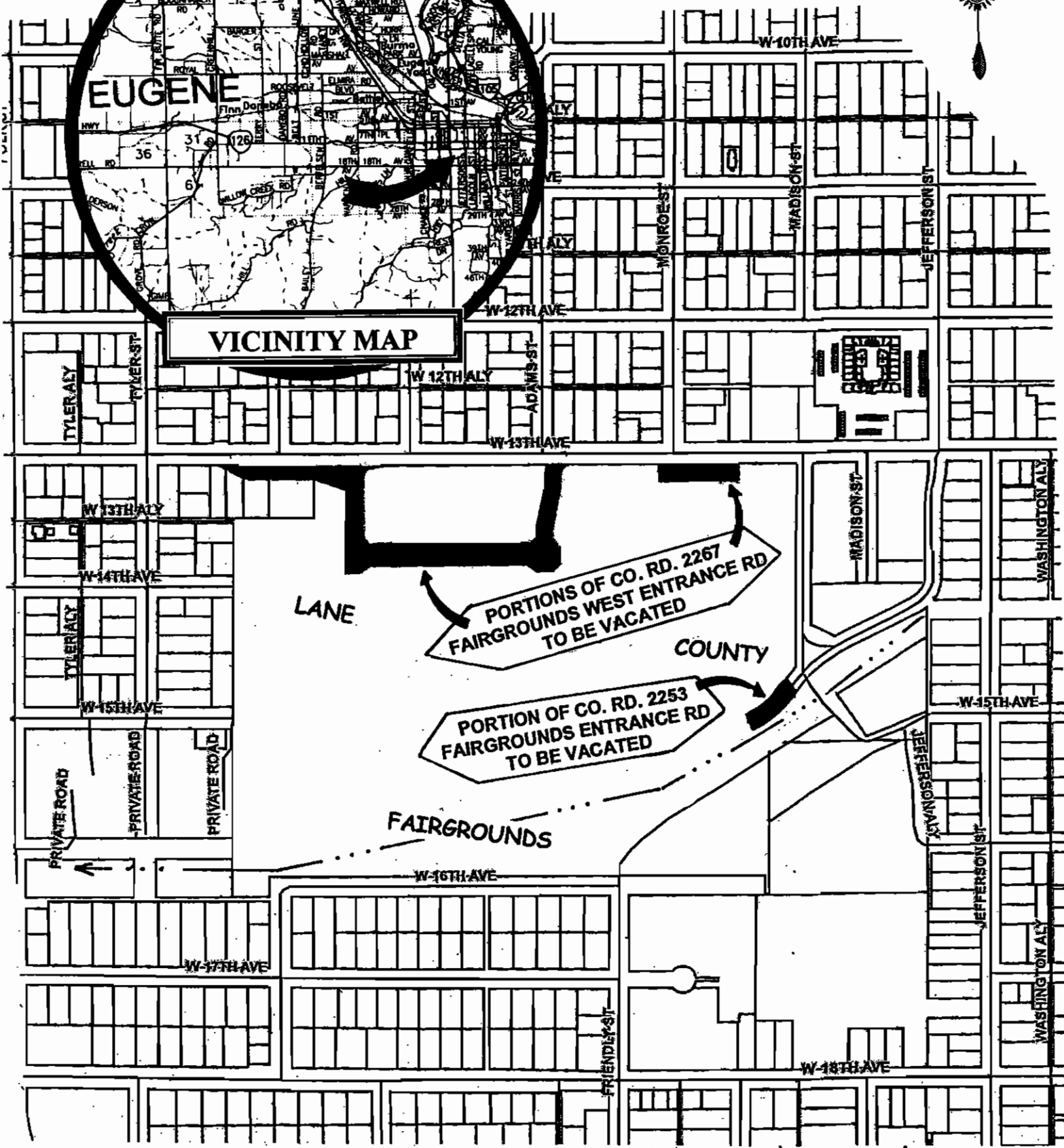
ATTACHMENT A

(Vacation - Portions of Fairgrounds Roads)

SW1/4 SECTION 31, T17S, R3W; SE1/4 SECTION 36, T17S, R4W, W.M. LANE COUNTY NO SCALE



VICINITY MAP



Memorandum Date: June 23, 2011
Order Date: July 13, 2011

W. 5.D.2.

TO: Board of County Commissioners

DEPARTMENT: Public Works

PRESENTED BY: Frank Simas
Real Property Manager

AGENDA ITEM TITLE: ORDER / In the Matter of Authorizing Temporary Closure of Portions of Jasper Road, County Road No. 49, for up to a Total of 75 Days in Connection with the City of Springfield's Jasper Trunk Sewer – Phase 1 Project.

I. **MOTION**

Approve the Order authorizing temporary closure of Jasper Road for up to a total of 75 days in connection with the City of Springfield's Jasper Trunk Sewer – Phase 1 Project.

II. **AGENDA ITEM SUMMARY**

The City of Springfield plans to install a sanitary sewer trunk line along Jasper Road from approximate Mile Post 0.05 just east of the intersection of South 42nd Street running easterly and southeasterly to a point near the Springfield Urban Growth Boundary at approximate Mile Post 3.30. Construction will be done in two phases, with Phase 1 including that portion from Mile Post 0.05 to 1.03.

The depth of the line and the soil conditions may require a very wide excavation in order to install the large sewer line at the required depth, and the limited right of way width does not allow for keeping a lane open for one-way traffic within the work zone. Phase 1 construction is scheduled to begin in August of this year and end in October, but depending on weather and progress of the contractor some work on the first phase may need to be completed during the 2012 construction season, along with the Phase 2 construction. The City is therefore requesting authorization to close the road for a total of up to 75 days over the course of the two construction seasons, as needed to facilitate Phase 1 of this project.

The proposed sewer alignment will start 250' east of South 42nd Street, run in the pavement of Jasper Road to Mile Post 1.03, then cross the railroad tracks and run along the northeasterly side of the Union Pacific Railroad tracks. The alignment then runs along the railroad tracks to a point opposite Mile Post 2.94, where it returns to the Jasper Road right of way and runs to the end of the proposed sewer line at Mile Post 3.30.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. History

The Jasper Trunk Sewer Project was first identified by the City of Springfield as a needed piece of infrastructure in the 1980 Sanitary Sewer Master Plan. The project was adopted as part of the City's 1999-2004 Capital Improvement Program and initially programmed for construction in the FY 2003 Budget. The funds for the project were distributed over the years to other high priority projects such as MLK Jr. Parkway Sanitary Sewer, Harlow Lift Station and Glenwood Trunk Sewer. The project was again identified in the 2008 Sanitary Sewer Master Plan, and the City Council identified the project as a priority and dedicated \$11.9 million in funding from the 2009 revenue bond sale so that preliminary design work could begin.

The City of Springfield will be applying to Lane County for a Facility Permit to allow the temporary closure. Public Works staff will evaluate the application for the Facility Permit and will formulate requirements and conditions under which the necessary Facility Permit will be issued. The permit will contain conditions and requirements that are applicable to the protection and restoration of the affected road segments and which will address public safety concerns during the construction period.

B. Policy Issues

None known.

C. Board Goals

This project is related to the County Goal of "Contributing to appropriate community development in the area of transportation and telecommunications infrastructure, housing growth management and land development."

D. Financial and/or Resource Considerations

There is no known financial impact to the County.

E. Analysis

Lane Code 15.220 authorizes the Director of Public Works to temporarily close a road or bridge in the interest of public safety or prevention of extensive damage to County roads or bridges. The proposed closure is in the interest of the public safety in that the work can be done in a safer matter which will benefit both the motoring public and the construction crews. Due to the length of this proposed closure, staff wishes to advise the Board and to obtain its authorization for the closure.

City of Springfield staff will contact emergency service and other service providers and will send out advance notice of the planned road closure to area residents. County Public Works Staff will continue work to coordinate with the City and service providers to formulate the traffic signing plan, public notification, and other Facility Permit requirements that will allow work to proceed on this project and in the best interest of public benefit and public safety.

F. Alternatives/Options

1. Move for approval of the attached Order authorizing a closure of Jasper Road for up to a total of 75 days during the construction of the City of Springfield Sewer Trunk Line, Phase 1 project.
2. Deny approval of the road closure and direct staff to work with the City of Springfield to pursue other alternatives.

IV. TIMING/IMPLEMENTATION

Upon approval of the Order, staff will work with the City of Springfield to implement the road closure, including arranging for required signage and public notification. The work will begin on or after August 1, 2011, if not completed during the 2011 construction season the authorization will allow some of the total closure days to occur until July 31, 2012. Should conditions within the Phase 2 work area require a similar road closure, staff will advise the Board accordingly.

V. RECOMMENDATION

Option 1

VI. FOLLOW-UP

The final detour plan will be reviewed by the County Traffic Engineer prior to issuance of the Facility Permit, which will allow operations within the County right of way, and will include advance signing of dead-end situations, detour route signing, and provision of turn-around areas at each end of the closure area.

VII. ATTACHMENTS

Attachment 1 - Vicinity map of the section of Jasper Road to be closed.

IN THE BOARD OF COUNTY COMMISSIONERS
OF LANE COUNTY, OREGON

ORDER NO.

(IN THE MATTER OF AUTHORIZING
(TEMPORARY CLOSURE OF PORTIONS OF
(JASPER ROAD, COUNTY ROAD NO. 49 FOR
(UP TO A TOTAL OF 75 DAYS IN
(CONNECTION WITH THE CITY OF
(SPRINGFIELD'S JASPER TRUNK SEWER –
(PHASE 1 PROJECT.

WHEREAS, the City of Springfield plans to construct the Jasper Trunk Sewer Project beginning in August of 2011; and

WHEREAS, the depth of the proposed sewer line, ground conditions and limited right of way width may make keeping the road open to one lane of through traffic during construction infeasible; and

WHEREAS, complete closure of the road within the work zone will benefit public safety and convenience due to safer working conditions and less overall inconvenience to the travelling public; and

WHEREAS, pursuant to Lane Code 15.220 the Public Works Director is authorized to temporarily close a road in the interest of public safety; **NOW THEREFORE**

BE IT ORDERED, that the Public Works Director is authorized to allow the temporary closure of portions of Jasper Road, between approximate Mile Posts 0.05 and 1.03, subject to the issuance of a Facility Permit, for up to a total of 75 days during the period beginning August 1, 2011, and ending July 31, 2012.

ENACTED this _____ day of _____, 2011.

APPROVED AS TO FORM:

Date: 6-30-11


OFFICE OF LEGAL COUNSEL

Faye Stewart, Chair
Board of County Commissioners

ATTACHMENT 1

Phase 1 Closure Area
2011-12 Const. Season

Phase 2 Future Const
within Co. R/W.

Project Area

City of Springfield
Jasper Trunk Sewer Line Project



