

W. G. F. I.

AGENDA COVER MEMO

DATE: April 5, 2006
TO: Lane County Board of Commissioners
PRESENTED BY: Sonny Chickering, County Engineer
Kristen Karle, SVDP
AGENDA ITEM TITLE: In the Matter of Designating \$150,000 for Construction of Road Fund Eligible Improvements to Assist the Fern Glen Affordable Housing Project in Veneta

I. MOTION

THAT THE BOARD ORDER BE APPROVED DESIGNATING THE USE OF COUNTY ROAD FUNDS IN THE NOT-TO-EXCEED AMOUNT OF \$150,000 FROM THE PROPOSED FY 07-11 CAPITAL IMPROVEMENT PROGRAM FOR CONSTRUCTION OF ROAD FUND ELIGIBLE IMPROVEMENTS ASSOCIATED WITH THE FERN GLEN AFFORDABLE HOUSING PROJECT;

THAT THE COUNTY ADMINISTRATOR IS AUTHORIZED TO TAKE THE NECESSARY ADMINISTRATIVE ACTIONS TO ACCOMPLISH THIS EXPENDITURE, INCLUDING ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH ST. VINCENT DE PAUL (SVDP) SOCIETY OF LANE COUNTY;

THAT THE ROAD IMPROVEMENT ASSESSMENTS FOR THIS PROJECT BE WAIVED PURSUANT TO CHAPTER II, SECTION 9(2) OF THE LANE COUNTY CHARTER AND IN ACCORDANCE WITH LC 15.605.

II. ISSUE/PROBLEM

Should the Board commit \$150,000 in road funds for road improvements associated with SVDP's Fern Glen affordable housing project in Veneta?

III. DISCUSSION

A. Background.

SVDP is in the process of developing Fern Glen, an affordable housing project consisting of 27 units of affordable rental units along with five affordable Mutual Self Help homes for first-time homebuyers. The rental units will target singles, couples and families at or below 45% of area median income. The project site is off of Territorial Road just south of Bolton Hill Road. The parcel is directly along a bus route and in close proximity to community services. The Housing Policy Board (HPB) approved the project at its June 28, 2005 meeting.

The design concept for Fern Glen features townhouse style units, solar water preheat systems, a community room, play area, and swales for on-site storm water

management. The project will meet Enterprise's Green Communities Initiative, which emphasizes green and energy efficient building.

Proposed Funding includes:

Landbank Site	\$3,036,146
HOME grant	500,000
Trust fund	100,000
Enterprise grant	27,000
Lane County Road Funds	150,000
Business energy tax credits	17,850
Utility rebates	5,400
Perm Loan	400,000
Mutual Self Help funds	150,000

SVDP anticipates receiving Oregon Housing and Community Services (OCHS) grant funding in fall 2006. Construction is tentatively scheduled to begin in April/May 2007 with completion and occupancy within approximately one year.

B. Analysis.

This project includes a variety of subsidies as noted above. Lane County road funds, along with the other grant funding, will enable SVDP to achieve rents that are affordable to very low-income households. Because of its location to a main bus line and other community services, it should be attractive to people with disabilities also.

In order to waive the assessments, the Board must find the road project to generally benefit the County pursuant to Chapter II, Section 9(2) of the Lane County Charter and in accordance with LC 15.605. Lane County has historically offered road design and construction management services to affordable housing agencies free of charge. If the agency chooses to instead retain private engineering services, it is understood road funds would not pay for those services.

Capital Improvement Program after addition of the Fern Glen project:

CATEGORY	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11
Assisted Housing Fund	75,000	250,000	250,000	0	250,000
Fern Glen	150,000				
TOTAL	225,000	250,000	250,000	0	250,000

C. Alternatives/Options.

1. Support the allocation of \$150,000, waive project assessments, and authorize the County Administrator to enter into the appropriate agreements.
2. Deny the allocation of \$150,000.

IV. Implementation / Follow Up

Upon approval by the Board, the necessary agreements will be processed for execution by the County Administrator in order to proceed with this project.

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY
STATE OF OREGON

ORDER NO.

(IN THE MATTER OF DESIGNATING THE USE
(OF \$150,000 FOR CONSTRUCTION OF ROAD
(FUND ELIGIBLE IMPROVEMENTS TO ASSIST
(THE FERN GLEN AFFORDABLE HOUSING
(PROJECT IN VENETA

WHEREAS, Lane County has entered into an Intergovernmental Agreement to participate in an effort with the City of Eugene, City of Springfield, and the Housing Authority and Community Services Agency (HACSA) to coordinate local resources in addressing the housing needs of Lane County; and

WHEREAS, in this agreement, Lane County agreed to consider requests for Lane County Road Funds for eligible improvements to assist in the development of additional low income housing; and

WHEREAS, the Housing Policy Board has approved the Fern Glen project at their June 28, 2005 meeting; and

WHEREAS, the cost of the road improvements and certain related services are road fund eligible costs. St. Vincent de Paul (SVDP) Society of Lane County is responsible for any ineligible costs associated with the project. The project will be constructed to urban standards with curb, gutter and sidewalk in the spring of 2007; and

WHEREAS, Lane County has allocated funding for use on affordable housing projects in the proposed FY 07-11 Capital Improvement Program; and

WHEREAS, the Board hereby finds that this project will generally benefit the County and the improvement assessments should therefore be waived so that the development cost savings can be passed on to future renters and homeowners; **NOW, THEREFORE, IT IS HEREBY**

ORDERED, THAT LANE COUNTY ROAD FUNDS IN THE NOT-TO-EXCEED AMOUNT OF \$150,000 BE DESIGNATED TO CONSTRUCT ROAD-FUND ELIGIBLE IMPROVEMENTS ASSOCIATED WITH THE FERN GLEN AFFORDABLE HOUSING DEVELOPMENT.

IT IS FURTHER ORDERED THAT THE COUNTY ADMINISTRATOR IS AUTHORIZED TO TAKE THE NECESSARY ADMINISTRATIVE ACTIONS TO ACCOMPLISH THIS EXPENDITURE, INCLUDING ENTERING INTO ANY AGREEMENTS WITH SVDP AS NECESSARY.

IT IS FURTHER ORDERED THAT THE ROAD IMPROVEMENT ASSESSMENTS FOR THIS PROJECT BE WAIVED PURSUANT TO CHAPTER II, SECTION 9(2) OF THE LANE COUNTY CHARTER AND IN ACCORDANCE WITH LC 15.605.

DATED this _____ day of _____, 2006.

Bill Dwyer, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 3-27-06 Lane County

OFFICE OF LEGAL COUNSEL



DRAFT Agreement
Fern Glen Affordable Housing Project
Project #

THIS AGREEMENT entered into by and between Lane County, a political subdivision of the State of Oregon, hereinafter referred to as **COUNTY** and St. Vincent de Paul of Lane County, a public entity organized under the State of Oregon, hereinafter referred to as **SVDP**.

RECITALS

WHEREAS, Lane County has entered into an Intergovernmental Agreement to participate in an effort with the City of Springfield, the City of Eugene and the Housing and Community Services Agency (HACSA) to coordinate local resources in addressing the housing needs of Lane County; and

WHEREAS, through this agreement, Lane County has agreed to consider requests for County road funds for eligible improvements that could assist in the development of additional low-income housing; and

WHEREAS, Lane County has allocated funding in the proposed FY 07-11 Capital Improvement Program for roads for assisted housing projects; and

WHEREAS, **SVDP** has requested \$150,000 of County road funds for construction of street and road fund eligible improvements to assist the Fern Glen affordable housing project, a 32 mixed unit development for low-income households. Street and road fund eligible improvements to be constructed in conjunction with the Fern Glen development will hereinafter be referred to as **PROJECT**. Those costs deemed County road fund ineligible as defined by the Oregon Constitution will be funded by **SVDP**; and

WHEREAS, the Housing Policy Board, the intergovernmental body for overseeing joint housing development initiatives between jurisdictions in Lane County, has expressed its support for the Fern Glen affordable housing project; and

WHEREAS, through adoption of Board Order _____, the Board has authorized the expenditure of \$150,000 of County road funds for eligible **PROJECT** construction costs; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties agree as follows:

AGREEMENT TIME

1. This Agreement becomes effective on the date of the execution of said Agreement by both parties and remains in effect throughout the term of the Agreement unless extended with the written concurrence of both parties.
2. This Agreement will expire two years from the date of execution of said Agreement or upon satisfaction of all Agreement terms, whichever occurs first, unless the parties mutually agree to extend the expiration date.

RESPONSIBILITIES - SVDP AND COUNTY

SVDP shall:

1. Designate a representative to serve as project coordinator and point of contact with regard to County activities related to **PROJECT**.
2. Dedicate necessary public right-of-way including preparation of easement and dedication documents for **PROJECT**. **SVDP** will also provide **COUNTY** with documentation of the City of Veneta's formal acceptance of the road or its eminent intent to do so. **COUNTY** will reimburse **SVDP** for eligible project costs upon satisfaction of this provision and all other agreement terms.
3. Obtain any required permits.
4. Design and construct **PROJECT**.
5. Coordinate with utility agencies for utility design and scheduling of utility installation.
6. Be responsible for all ineligible costs plus eligible costs exceeding the **COUNTY** allocation. Ineligible costs (as defined by the Oregon Constitution) shall include but will not be limited to sanitary sewer construction and related engineering costs. In the event the **COUNTY** allocation exceeds eligible project costs, those funds will be returned to **COUNTY** within 30 days of the final accounting of project costs.
7. Invoice **COUNTY** for eligible project costs upon acceptance of project bid in accordance with all pertinent laws and regulations required of and by **COUNTY** and upon satisfaction of all agreement provisions.

COUNTY shall:

1. Designate a representative to serve as project coordinator and point of contact with regard to County activities related to **PROJECT**.
 2. Consider **SVDP's** invoices and requests for road fund reimbursements for eligible costs under the Oregon Constitution and any other laws or regulations governing use of road funds, including also but not limited to the reasonableness of the amount requested. While **SVDP's** invoices should sufficiently detail eligible **PROJECT** costs, **COUNTY** may request additional information to determine eligibility and appropriate amount. If **COUNTY** is satisfied, in its discretion, that road funds may properly be used to reimburse for invoiced costs, and that such reimbursement would be reasonable in amount, the **COUNTY** will issue such road funds to **SVDP**.
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BOTH PARTIES agree:

1. County participation in this project shall be limited to the following:
 - Review project plans and specifications for determination of road fund eligibility;
 - Review and approval of project bid format to ensure road fund eligible activities are identified as separate line items;
 - Review and approval of landscaping costs--not to exceed 6% of County allocation;
 - Review and approval of final project accounting for road fund eligible activities
2. Prevailing wage rates are required for this project. No bid will be approved unless the bidding documents contain: 1) a statement that the bidder will comply with the prevailing wage rate provisions as required by ORS 279C.800 to 279C.870, or 40 U.S.C. 276a, and 2) a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.
3. Bids not in compliance with all prescribed public bidding procedures and requirements may be rejected. All bids may, for good cause, be rejected upon a finding by either party that it is in the public interest to so.
4. This agreement constitutes the entire agreement between the **COUNTY** and **SVDP** on the subject matter hereof. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both the **COUNTY** and **SVDP**. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The delay or failure of the Board to enforce any provision of this agreement shall not constitute a waiver by the **COUNTY** of that provision or any other provision. **SVDP**, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.

INDEMNITY

1. **SVDP** agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses included but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of **SVDP**, its agents, representatives or subcontractors, in the performance of or failure to perform this contract.

GENERAL PROVISIONS

1. Persons Not To Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise there from.

2. No Third Party Beneficiaries. The **COUNTY** and **SVDP** are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

3. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the **COUNTY** and **SVDP** and their respective successors and assigns; provided however that **SVDP** may not assign this Agreement or any interest therein without the prior written consent of the **COUNTY**, which consent may be withheld for any reason.

4. Severability. The **COUNTY** and **SVDP** agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

5. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the **COUNTY** or **SVDP** at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last below written.

St. Vincent de Paul of Lane County

Lane County

By: _____

By: _____
William A. Van Vactor

Title:

Title: County Administrator

Address: _____

Date: _____

Phone: _____

Date: _____
