

MEMORANDUM

T. 4. a.  
HACSA

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

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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.

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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.

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.



**MEMORANDUM OF AGREEMENT**  
**29<sup>TH</sup> 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.

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.

**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 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**

29<sup>th</sup> 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



## **ATTACHMENT 2**



**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:

<b>Name and Address</b>	<b>Initial Contribution (agreed value and property Contributed)</b>	<b>Membership Interest</b>
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 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.

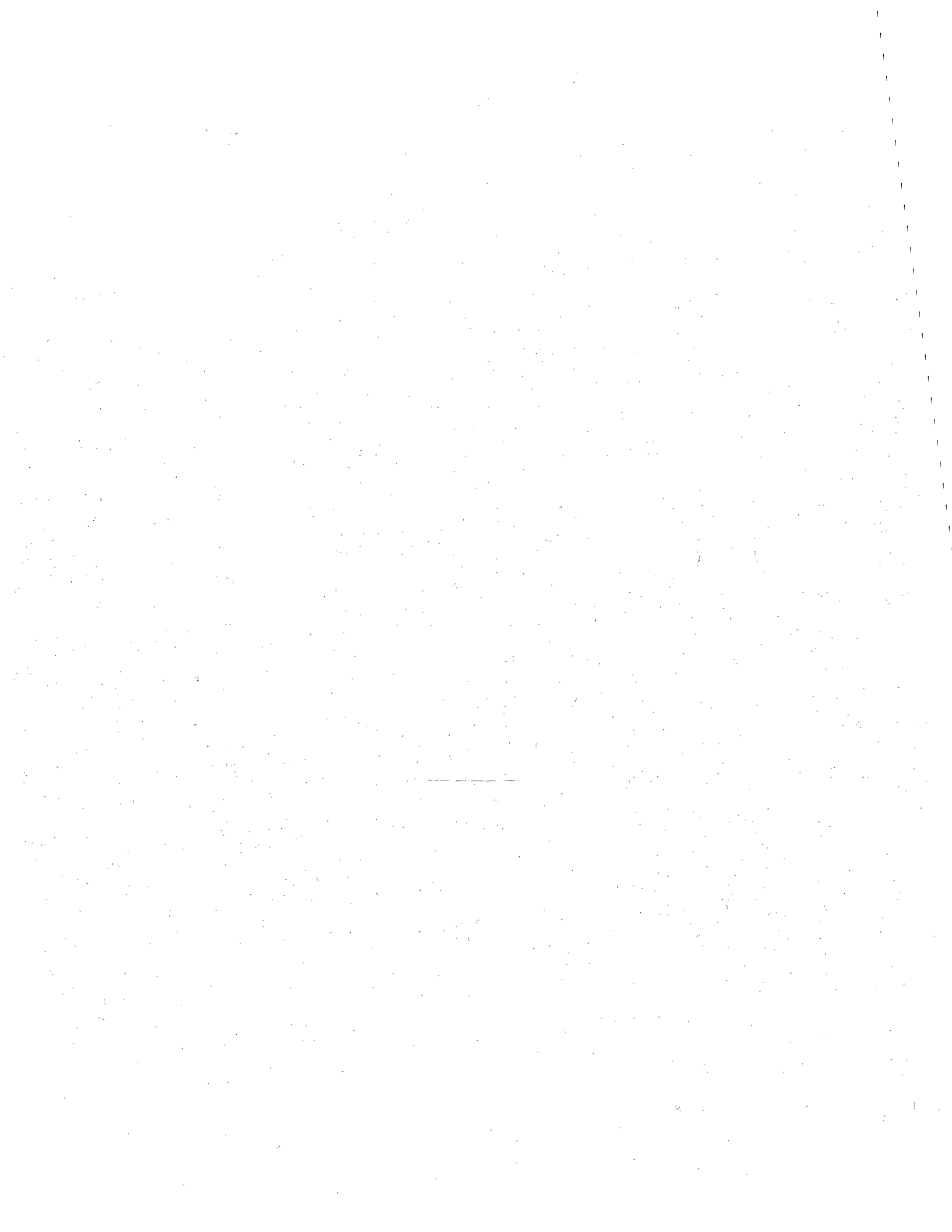
8.2 **Winding Up.** Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Member, and the Member shall not take any action that is inconsistent 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.



W. G. A.

AGENDA COVER MEMO

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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 .

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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*



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.

**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**

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.

**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

## 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.

**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 31<sup>st</sup>. A new job description was prepared and a new Development Director was hired. She will begin work on August 15<sup>th</sup>. 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 27<sup>th</sup>, 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

**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.

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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**

- |    |   |            |
|----|---|------------|
| 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**

- |    |  |                     |
|----|--|---------------------|
| 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**

- |    |  |            |
|----|--|------------|
| 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 |

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



**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



Memorandum Date: June 27, 2011

Meeting Date: July 13, 2011

T. 5. a.

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**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

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**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 alternative

- 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

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

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,

A handwritten signature in cursive script that reads "Terry Parker".

Terry Parker  
Accessible Services Manager

TP/sjh

cc: RideSource Call Center  
Shashi Bajracharya, Lane County

Enclosure: *RideSource* RideGuide

*(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](mailto:bill.morgan@co.lane.or.us)  
(541) 682-6990





W. 5. B. 1.

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

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**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.

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**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**

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.



W. 5. C. 1

**ABBREVIATED CONSENT CALENDAR FORMAT**

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

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**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.

**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




W.S.D.I.

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

**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 13<sup>th</sup> 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.



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 13<sup>th</sup> 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 13<sup>th</sup> 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

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"

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

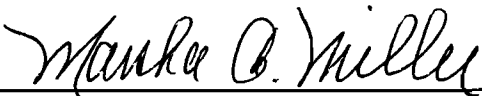
Lane Manual 15.305(6) requires that vacations, other than those by petition, shall be referred to the Roads Advisory Committee for consideration and recommendations. This vacation was considered by the Roads Advisory Committee and recommended for approval on June 22, 2011

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



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

W. 5. D. 2.

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**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.

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**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 42<sup>nd</sup> 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 42<sup>nd</sup> 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.

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.

# 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

Office of General Public Works

