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**Homes. People. Partnerships. Good.** [www.homesforgood.org](http://www.homesforgood.org)

## **HOMES FOR GOOD HOUSING AGENCY**

### **BOARD OF COMMISSIONERS MEETING WEDNESDAY, NOVEMBER 28<sup>TH</sup>, 2018**

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# AGENDA

Homes for Good Housing Agency



## BOARD OF COMMISSIONERS

### Location of the meeting:

Board of County Commissioners Conference Room, Public Service Building, 125 East 8<sup>th</sup> Avenue, Eugene, OR, 97401

Phone: 541.682.2506

The meeting location is wheelchair-accessible. Anyone needing special accommodations (deaf, people with hearing loss, language translation, chemical sensitivity needs, and large print copies of agenda), please make your request at least 48 hours prior to the meeting.

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**Wednesday, November 28<sup>th</sup>, 2018**

(2:30 p.m.) (Board of County Commissioners Conference Room)

### **PUBLIC HEARING (CM/GC)**

This public hearing is being held regarding the Joint Order of the Board of Commissioners and Local Contract Review Board Exempting the Construction of the RAD Phase II projects and the Housing First project from Competitive Bidding Requirements and Directing the Use of the CMGC Alternative Contracting Method.

#### **1. #PUBLIC COMMENTS**

(Expected maximum time 10 minutes: Speakers will be taken in the order in which they sign up and will be limited to 3-minutes per public comments. If the number wishing to testify exceeds 10 speakers, then additional speakers may be allowed if the chair determines that time permits or may be taken at a later time.)

#### **2. COMMISSIONERS' RESPONSE TO PUBLIC COMMENTS AND/OR OTHER ISSUES AND REMONSTRANCE (2 min. limit)**

#### **3. ADJUSTMENTS TO THE AGENDA**

#### **4. COMMISSIONERS' BUSINESS**

#### **5. EMERGENCY BUSINESS**

#### **6. EXECUTIVE SESSION I – estimated time 15 minutes**

"On November 28<sup>th</sup>, 2018, the Homes for Good Board will hold an executive session pursuant to ORS 192.660(2)(e), to conduct deliberations with persons designated by the Homes for Good Board of Commissioners to negotiate real property transactions

#### **7. ADMINISTRATION**

- A. Approval of Minutes: 10/17/2018
- B. Executive Director Report (estimated time 15 minutes)
- C. **Order/18-28-11-01H** – In the Matter of the Joint Order of the Board of Commissioners and Local Contract Review Board Exempting the Construction of the RAD Phase II projects and the Housing First project from Competitive Bidding Requirements and Directing the Use of the CMGC Alternative Contracting Method (Spencer McCoy, Project Developer) (estimated time 10 minutes)

- D. **Order/18-28-11-02H** – In the Matter of Approving Contracts 19-P-0019 Architectural Services and 19-C-0020 Construction Management/General Contractor Services for the construction of the RAD phase II projects (Spencer McCoy, Project Developer) (estimated time 10 minutes)
- E. **Order/18-28-11-03H** – In the Matter of Approving Contract 19-C-0021 (Construction Management/General Contractor Services) for the Housing First Apartment Community in Eugene, Oregon (Nora Cronin, Project Developer) (estimated time 10 min)
- F. **Order/18-28-11-04H** – In the Matter of Authorizing Development and Financing of Market District Commons Apartments (Steve Ochs, Real Estate Development Director) (estimated time 10 minutes)
- G. **Order/18-28-11-05H** – In the Matter Authorizing the Executive Director or Executive Director's designee to execute the sale of Lot 7 of the Oregon BILDS subdivision on Hope Loop (Steve Ochs, Real Estate Development Director) (estimated time 10 minutes)
- H. **Discussion/In the Matter Scheduling 2019 Homes for Good Board of Commissioners Meetings** (Jacob Fox, Executive Director) (estimated time 15 min)

## **8. OTHER BUSINESS**

Adjourn

## MINUTES

Homes for Good Housing Agency



### BOARD OF COMMISSIONERS

#### Location of the meeting:

Board of County Commissioners Conference Room, Public Service Building, 125 East 8<sup>th</sup> Avenue, Eugene, OR, 97401

**Phone:** 541.682.2506

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### Wednesday, October 17<sup>th</sup>, 2018

(2:30 p.m.) (Board of County Commissioners Conference Room)

#### 1. #PUBLIC COMMENTS

*None*

#### 2. COMMISSIONERS' RESPONSE TO PUBLIC COMMENTS AND/OR OTHER ISSUES AND REMONSTRANCE (2 min. limit)

*None*

#### 3. ADJUSTMENTS TO THE AGENDA

*None*

#### 4. COMMISSIONERS' BUSINESS

*None*

#### 5. EMERGENCY BUSINESS

*None*

#### 6. ADMINISTRATION

##### A. Approval of Minutes: 10/17/2018

Motion to approve Minutes: Sid Leiken

Motion seconded: Michelle Thurston

Motion approved: Unanimously

##### B. Executive Director Report (estimated time 15 minutes)

**Jacob:** For our asset management update, we have done a proactive capital needs assessment of all our properties to know where the problems are and repairing the projects as we can. Richardson Bridge which was built in 1992 has significant envelop issues. We have completed the repairs on Richardson Bridge and we are hosting a re-opening next week. The board is invited, and we would love to see you there. Sheldon Village had major construction defects due to design decisions that were made with construction that didn't stand the test of time. For our Sheldon property, we did look at numerous options up to and including litigation. After discussion with this board, it was decided it would be better if Homes for Good did everything we could to repair the property instead. Spencer McCoy with support from Steve Ochs helped secure bond funding to repair the

drastic issues with Sheldon Village. Now Sheldon Village is under rehabilitation to fix those structural issues. The large project up for repair is our Firwood property. It is not owned by Homes for Good, but we have to return the building to the trust in good repair in 2029. We continue to seek solutions to address this property's needs but at this time we haven't been able to secure financial support from a financial institution given the ownership structure.

**Jacob:** We did have a resignation of our HR Director. Our HR Director is a critical role. After a recruitment process, I am happy to introduce our new HR Director to the board.

**Jacob:** Introduces Homes for Good's new HR Director Baily McCeuen

**Bailey:** I have been in HR for 11 years. I was with Keifer Auto Group for 6 years overseeing HR and Payroll. I do not have background in the public sector, but I am interested in it and look forward to getting started.

**Jacob:** Some agency events that have occurred since our last meeting were the Agency Picnic at Camp Harlow which was an incredible celebration. I want to acknowledge Aisha for her assistance in the coordination of this activity. We also engaged in Beautification Day which consisted of pulling weeds and spreading bark. Had a lot of engagement with residents. I had one resident that took issue with the bark regarding the odor of the bark causing allergic reactions to his household. After informing the resident that as an owner we have the final decision on the landscaping, we were able to rethink the request and accommodate his request by removing the bark for the resident. It was a good insight to our customer service challenges and a look at what our staff deals with on a daily basis.

- C. **Order/18-17-10-01H** – In the Matter of Authorizing the Executive Director to Apply for HOME funds and System Development Charge (SDC) waivers for the Housing First Apartment Community in Eugene, Oregon (Nora Cronin, Project Developer)

**Nora Cronin:** You are familiar with the Housing First project on MLK Blvd. So far with have 4 million dollars of funding committed to the project. We are waiting to hear back on the remaining funding. We hope to fill the 1.5-million-dollar gap with HIP funds and by deferring developer fees. This order is to approve Homes for Good to apply for HOME funds.

**Jacob Fox:** We have approached the city of Eugene for these funds. A few years ago, the city of Eugene purchased a plot of land at river road. We think they might be prioritizing the River Road project over the Housing First project. We think we can get HOME funds by competing for it.

**Nora Cronin:** We just received an update that there was an increase in HOME funds available. We will be applying for \$750K in HOME funds. I feel it is possible for the city to fund both.

**Pat Farr:** Do we have an estimate of the SDC?

**Nora Cronin:** I do, and I can provide that to you after this meeting.

Motion to approve 18-17-10-01: Jay Bozievich

Motion seconded: Michelle Thurston

Motion approved: Unanimously

- D. **Order/18-17-10-02H** – In the Matter of Approving Contract 18-P-0062(Architectural Services) for the Housing First Apartment Community in Eugene, Oregon (Nora Cronin, Project Developer)

**Nora:** In recent months there has been a lot of momentum with the funding for Housing First. In August we released an RFP. We received 12 requests for information about the RFP and in the end we received one proposal from Bergsund and DeLaney. This order is to approve the contract with Bergsund.

**Pat:** For this particular project, there was only one formal submission?

**Jacob:** There was a lot of interest in this project but only one proposal. We do work with other architects including local firms and firms from other communities.

Motion to approve 18-17-10-02: Sid Leiken

Motion seconded: Michelle Thurston

Motion approved: Unanimously

- E. **Order/18-17-10-03H** - In the Matter of Authorizing the Executive Director to Apply for 4% Low Income Housing Tax Credits for the Housing First Apartment Community in Eugene, Oregon (Nora Cronin, Project Developer)

**Nora:** We received the 3 million commitments from OHCS which is contingent on applying for 4% tax credits. We need to submit our preapplication to the State in the next month or two. This approval is necessary to start that preapplication process.

Motion to approve 18-17-10-03: Sid Leiken

Motion seconded: Michelle Thurston

Motion approved: Unanimously

- F. **Order/18-17-10-04H** – In the Matter of Authorizing the Executive Director to Apply for HOME funds for the Thurston Heights Affordable Housing Project in Springfield, Oregon (Spencer McCoy, Project Developer)

**Spencer McCoy:** I am working on the HOME application for the RAD Phase 2 project which is a split site project with a one location in Springfield and Eugene. This order will allow us to apply for funds in the Springfield site specifically, so we will not be competing with the Housing First site in Eugene. The Springfield site is going to be named "Thurston Heights". We have also chosen the name of "Taney Place" for our Eugene site.

**Jacob Fox:** We are going to pursue HOME funds in an amount that is close to what SDC charges will total because Springfield does not have SDC waiver program.

**Sid Leiken:** You used to be able to transfers those to different projects. I am familiar with where the Springfield property is. Are you building up due to it being long and narrow?

**Spencer McCoy:** We have a site plan to work around the hilly parts of that site. We are planning 9 buildings of two-three stories of townhome style homes.

Motion to approve 18-17-10-04: Sid Leiken

Motion seconded: Michelle Thurston

Motion approved: Unanimously

- G. **Order/18-17-10-05H** – In the Matter of Approving a Fair Housing Resolution for Market District Commons Apartments (Steve Ochs, Real Estate Development Director)

Steve: This is in relation to the Market District project. We are looking forward to the project start date. This resolution is a fair housing resolution which holds us to fair housing requirements. It is pretty straight forward. It comes word for word from the template they require.

Motion to approve 18-17-10-05: Jay Bozievich

Motion seconded: Michelle Thurston

Motion approved: Unanimously

- H. **Order/18-17-10-06H** – In the Matter of Authorizing the Development and Financing of Market District Commons Affordable Housing Development (Steve Ochs, Real Estate Development Director)

**Steve Ochs:** This order approves the types of funding for the Market District Project and I will walk you through the sources of funding. First, I want to update you on the environmental review regarding the noise assessment. We knew the noise would be an issue. The City was able to work with HUD and consider the future quiet zone for this project. Thanks to the City of Eugene, we are also able to build a terrace with some modification for noise with thicker windows and insulation.

**Michelle Thurston:** What is the Eugene Quiet Zone?

**Pat Farr:** It is an ordinance where any train that crosses has to signal 5 times before they cross any road. It is a great expense to install a "quiet signal".

**Pete Sorensen:** The warning lights may work as a solution for the noise from the train whistles. There is a federal statute that sets those rules regarding the trains alert systems.

**Gary Williams:** I am glad to hear about the thicker windows and reinforcements to combat the train noise.

**Steve Ochs:** There will be further testing of the decibel levels.

**Jay Bozievich:** The City of Eugene approved the project across the street from the Market District Commons.

**Steve Ochs:** The last five pages goes through each feature of this financing. The County is leasing this to us for the next 99 years. Jeff Turk has been our contact with the County and has been very helpful. There is a construction loan and a loan after the fact which is a "permanent loan" that authorizes us to receive GHAP funds and use housing trust funds. We are getting \$2M of the housing trust fund for this project. There is the 9% tax credit which preserves that rents stay low

for 60 years. We are also entering into condominium agreements. We are needing to create a condominium that will be sold and the other which will be our resident portion.

**Michelle Thurston:** If you have the resident side on one side of the condominium and the business plan by Obie fails, what will happen to the resident portion?

**Steve Ochs:** It will have no impact on the residential side. They can either lease it out or give the option for us to buy it back. We have the ability to sign for the property as well. The next step with this is to close the financial transactions and start building.

**Sid Leiken:** On the loans, what kind of interest rate are you looking at?

**Steve Ochs:** We did a RFP for financing, so we were able to secure a competitive interest rate.

**Jacob Fox:** We can pull that information and provide that to you later.

**Steve Ochs:** We have a letter of intent from Wells Fargo. We have used US Bank in the past, but Wells Fargo came in with a more competitive bid.

Motion to approve 18-17-10-06: Sid Leiken

Motion seconded: Michelle Thurston

Motion approved: Unanimously

## I. 7. OTHER BUSINESS

Adjourn





Housing First Campus

One of the key growth areas for our organization is networking and partnering with other organizations locally and across the state with the overarching goal of working across sectors to better serve people with low-incomes in our community. The last month has been rich with these opportunities for our organization. The crossroads of health and housing is ripe with opportunities. Over the past month I worked closely with Karen Gaffney and Steve Manela from Lane County to convene our Health and Housing Coalition. This group was initially conceived to build support from the health care system for our efforts to develop the Housing First apartment community on the Serbu Campus.

Trillium has already made a financial commitment and we are waiting to hear back on funding requests from Kaiser, Peace Health and Pacific Source. The second meeting happened this month and we are beginning to shape future partnerships beyond the Housing First building and looking at broader partnerships in our effort to reduce homelessness in our community, which countless studies have proven improve health care outcomes for formally homeless individuals and families. Another related investment is my service on the Sacred Heart Peace Health Community Health Board and in November Peace Health convened Community Health Boards from their hospitals in Springfield, Cottage Grove and Florence.

For a day and a half we were educated about national best practices and talked about how we can implement these best practices in Lane County. As you might imagine affordable housing was a top goal for every attendee and I'm grateful to be able to share my experience and expertise with this key partner as they explore more opportunities for creating additional supportive housing opportunities in Lane County.



Another key networking and partnering opportunity was my participation in the City of Eugene's Housing Tools and Strategies working group. This working group has key representation from neighborhood groups, public sector developers, private sector developers, non-profit developers and educators. At a May 30th, 2018 Eugene City Council work session a motion was passed to have staff implement a process to identify barriers to housing affordability, availability, and diversity, and to suggest, evaluate, and recommend possible strategies and tools to address the barriers. The project recommendations are due to Council on December 10, 2018. The City of Eugene is contracting with a consultant to facilitate this working group. The three meetings thus far have had focused conversations with the working group about barriers to housing and identify tools and strategies. The City is also contracting with an economist to evaluate existing and potential tools and strategies to further inform City decision-making. At the end of the four meetings the working group will make recommendations to City Council on options to improve housing affordability, availability and diversity in Eugene.



**RICHARDSON BRIDGE RE-OPENING: OCT 22ND 2018**

Lastly I would mention that we recently launched an internal working group with representatives from all levels of Homes for Good called the Future Focus League. This group has three sub-teams that are committed to making improvements to our training systems, our policies and our forms. The overarching goal is to have better trained employees who engage in new approaches to customer services that result in an exceptional engagement experience for the people with low incomes that we serve. I'm very grateful for the shared leadership that our employees are embracing as we continue to transform how we do business and how we engage with our customers."



**MARKET DISTRICT COMMONS**





# AGENDA CHECKLIST

**AGENDA INFORMATION TO BE SUBMITTED TO THE BOARD OFFICE**  
(Aisha McCoy, Administrative Specialist ext 2525)

AGENDA TITLE: In the Matter of the Joint Order of the Board of Commissioners and Local Contract Review Board Exempting the Construction of the RAD Phase II projects and the Housing First project from Competitive Bidding Requirements and Directing the Use of the CMGC Alternative Contracting Method

**One Title Memo**

**Agenda Packet**  
One Original Hard Copy plus  
One copy e-mailed to  
[amccoy@homesforgood.org](mailto:amccoy@homesforgood.org)

**Material Due**  
Due by 12 pm Wednesday  
preceding the week it will be  
**included in the agenda notice**

DEPARTMENT	<b>Real Estate Development</b>		
CONTACT	<b>Spencer McCoy</b>	EXT	<b>2514</b>
PRESENTER	<b>Spencer McCoy</b>	EXT	<b>2514</b>
AGENDA DATE:	<b>11/28/2018</b>		

THIS ITEM WILL INVOLVE:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Consent Calendar            | <input type="checkbox"/> Report                                     | <input type="checkbox"/> Appointments    | <input type="checkbox"/> Committee Reports |
| <input checked="" type="checkbox"/> ORDER/Resolution | <input type="checkbox"/> Discussion & Action                        | <input type="checkbox"/> Discussion Only |  |
| <input type="checkbox"/> Ordinance/Public Hearing    |   |  |  |
| Public Comment Anticipated?                          | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Estimated Time                           | ___10 min___                               |

**NOTE: DEPARTMENT MANAGER *MUST* SIGN OFF BEFORE SUBMITTING TO BOARD OFFICE**

Executive Director/: **Jacob Fox** Date **11/20/18**

Deputy Director \_\_\_\_\_

Legal Staff-Review by: \_\_\_\_\_ Date \_\_\_\_\_

\*if required \_\_\_\_\_

Management Staff- \_\_\_\_\_ Date \_\_\_\_\_

Review by: \_\_\_\_\_



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## **HOMES FOR GOOD M E M O R A N D U M**

**TO:** Homes for Good Board of Commissioners

**FROM:** Spencer McCoy, Project Developer

**AGENDA ITEM TITLE:** In the Matter of the Joint Order of the Board of Commissioners and Local Contract Review Board Exempting the Construction of the RAD Phase II projects and the Housing First project from Competitive Bidding Requirements and Directing the Use of the CMGC Alternative Contracting Method.

**AGENDA DATE:** November 28, 2018

### **I MOTION**

It is moved that the Agency is authorized the construction of the RAD Phase II projects and the Housing First project from competitive bidding requirements and directing the use of the CMGC Alternative Contracting Method.

### **II ISSUE**

Homes for Good Housing Agency intends to construct two new construction projects utilizing the CMGC Alternative Contracting Method. The first is 102 units replacement housing through the Department of Housing and Urban Development Rental Assistance Demonstration Program. At this time the project is designed to be a split site development, with one site of 49 units in Eugene and 53 units in Springfield. The second project is a Housing First project located on Martin Luther King Boulevard.

The Construction Manager/General Contractor (CM/GC) is an alternative contracting method that provides project delivery in a manner which is advantageous to the Agency. Oregon Revised Statutes (ORS) allow for this process but requires that the contract be exempted from some ORS requirements after a public hearing. That public hearing has been conducted and this order will allow Homes for Good to move forward with the CM/GC process

### **III DISCUSSION**

#### **A. Background/Analysis**

Homes for Good Housing Agency began Rental Assistance Demonstration (RAD) conversion planning in 2013. Since then, Homes for Good Housing Agency obtained a multi-phase award to convert 112 public housing scattered site subsidies to a section 8 platform in a multifamily setting. The first phase, containing 12 units, has recently been completed. This resulted in 12 scattered site units converting these subsidies into the Richardson Bridge Apartments as part of

a larger rehab. The RAD application for the second phase, containing 100 units, was submitted in June of 2018. Homes for Good Housing Agency received a conditional award (CHAP) from HUD in August of 2018 these units. As a condition of this conditional award, Homes for Good Housing Agency must identify replacement housing for the scattered sites. In this case the replacement housing will be newly constructed at Thurston Heights in Springfield and Taney Place in Eugene.

The Housing First project on Martin Luther King Jr Boulevard was born out a community partnership to identify, engage, house and support the people in Lane County who have been homeless the longest and utilize the most resources. The project is included in the Poverty and Homelessness Board Strategic Plan. Lane County is donating the land for development of the project next to the Lane County Behavioral Health Building. Modeled on the harm reduction/housing first model, this project will provide permanent, stable housing as the first priority, while also providing the support services necessary to ensure an individual's maximum opportunity for overcoming homelessness. Housing First on MLK would include a four story building consisting of approximately 35,000 square feet. It would include a ground floor common use area and service area with 50 residential units above. The units would be approximately 360 square feet.

Request for proposals for CM/GC services for both projects were issued in September. The Construction Manager/General Contractor (CM/GC) is an alternative contracting method that provides project delivery in which the owner executes a single contract with one entity to provide construction management and general contractor services. Because the CM/GC is selected before design is complete, it will provide valuable advice from a construction perspective to help ensure a design that fosters smooth and cost-effective construction. The CM/GC then hires the sub-contractors through the competitive bid process with Homes for Good staff oversight.

To allow for CM/GC process, an exemption needs to be approved. Oregon Revised Statutes (ORS) 279C.335(1) requires all public improvement contracts shall be based on competitive bids except those exempt by the LCRB. But, the LCRB may exempt certain contracts from the traditional competitive bidding process after holding a public hearing and adopting findings demonstrating that an alternative contracting process is unlikely to encourage favoritism or diminish competition and will result in substantial cost savings to the public agency.

The public hearing was held prior to this meeting. Findings further supporting the use of the CM/GC alternative contracting method in this case are set forth in the board order and Exhibit A to the board order.

With approval of the order and findings an exemption will be approved to allow for the CM/GC process.

**B. Recommendation**

Approval of the proposed Order.

**IV IMPLEMENTATION/FOLLOW-UP**

Upon approval of the Order, the CM/GC process will be followed.

**V ATTACHMENTS**

DJC Posting

# HOMES FOR GOOD

## RAD PHASE II AFFORDABLE HOUSING PROJECTS AND THE HOUSING FIRST APARTMENT COMMUNITY PROJECTS NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that Homes for Good (Agency) will hold joint public hearings of its Board and its Public Contract Review Board regarding adoption of two Construction Manager/General Contractor (CM/GC) alternative contracting method exemptions for construction of the RAD Phase II Affordable Housing Projects and the Housing First Apartment Community Projects

The hearings will be held on the 28th day of November 2018, at 2:30 p.m., at the Board of County Commissioners Conference Room, Public Service Building 125 East 8th Avenue, Eugene, Oregon. The Agency will receive public comment on the Board's draft findings supporting this alternative contracting method and exemption from competitive bidding requirements. The draft findings are available for review at Homes for Good, 177 Day Island, Eugene, Oregon. Questions, requests for the draft findings, and written comments may be directed to Steve Ochs, Real Estate Development Director at (541) 682-2530 or [sochs@homesforgood.org](mailto:sochs@homesforgood.org) prior to the hearing.

IN THE BOARD OF COMMISSIONERS OF THE  
HOMES FOR GOOD HOUSING AGENCY OF LANE COUNTY, OREGON

ORDER 18-28-11-01H

In the Matter of the Joint Order of the Board of Commissioners and Local Contract Review Board Exempting the Construction of the RAD Phase II projects and the Housing First project from the Competitive Bidding Requirements and Directing the Use of the CMGC Alternative Contracting Method

WHEREAS, the Board of Commissioners of Homes for Good Housing Agency, Oregon (Agency) acts as the Agency's Local Contract Review Board (LCRB) (collectively, "Boards"), pursuant to ORS 279A.060; and

WHEREAS, pursuant to Oregon Revised Statutes (ORS) 279C.335(1), all public improvement contracts shall be based on competitive bids except those exempt by the LCRB; and

WHEREAS, pursuant to ORS 279C.336(2), the LCRB may exempt certain contracts from the traditional competitive bidding process after holding a public hearing and adopting findings demonstrating that an alternative contracting process is unlikely to encourage favoritism or diminish competition and will result in substantial cost savings to the public agency; and

WHEREAS, the Construction Manager/General Contractor (CM/GC) is an alternative contracting method that provides project delivery in which the owner executes a single contract with one entity to provide construction management and general contractor services; and

WHEREAS, the CM/GC is selected before design is complete, and as a result can provide valuable advice from a construction perspective to help ensure a design that fosters smooth and cost-effective construction; and

WHEREAS, the Agency is beginning the process of constructing the RAD phase II (project); and

WHEREAS, the Agency is beginning the process of constructing the Housing First (project); and

WHEREAS, the Public Contracting Code divides powers and duties for contracting into two categories, those that must be performed by the LCRB, and those that must be performed by the "Contracting Agency"; and

WHEREAS, to make use of a CM/GC alternative contracting method, ORS 279C.335 and Agency Rule 137-049-0620 require the Board of Commissioners to submit findings to the LCRB which support the LCRB exempting the Project from competitive bidding requirements; and

WHEREAS, as provided in ORS 279C.335(5), the Agency published notice of the public hearing where the Boards would consider this Order once in the Daily Journal of Commerce, not less than 14 days before the hearing; and

WHEREAS, the LCRB considered the findings presented by the Board of Commissioners, as set forth in the attached Exhibit A, supporting the use of the CM/GC alternative contracting method. The CM/GC method was accomplished through the use of a RFP solicitation process to hire Meili Construction Company, a highly qualified, quality driven and experienced contractor with a demonstrated record of past performance and integrity to provide the professional services required for the Project; and

WHEREAS, the Boards considered public testimony regarding the use of the CM/GC method at the public hearing offered at the Board meeting held on November 28, 2018; and

WHEREAS, the Boards, being fully advised, find and conclude as follows:

1. It is unlikely that the use of the CM/GC method will encourage favoritism in the awarding of a public improvement contract or will encourage favoritism in the awarding of a public improvement contract or will substantially diminish competition for a public improvement contract;
2. The use of the CM/GC process ensures early contractor input during the design construction planning processes and is expected to contribute to the ability to manage the costs of construction against approved budgets; and
3. The Agency has complied with all procedures under ORS 279C.335.

NOW, THEREFORE, it is hereby resolved as follows:

1. Findings. The above recitals, and those set forth on the attached Exhibit A, are hereby adopted by the Agency Board of Commissioners, sitting as the LCRB, as findings of fact supporting approval of the Agency Board of Commissioner's request for use of a CM/GC alternative contracting method for Agency's Project.
2. CM/GC Exemptions. Use of a CM/GC alternative contracting method is found to be in the Agency's best interests. The requested exemption is, therefore, approved and the Executive Director, Jacob Fox is hereby authorized to enter into CM/GC contracts with Meili Construction Company.



3. Post-Project Evaluation.

a) Upon Project conclusion, pursuant to ORS 279C.355 and Agency Rule 137-049-0620(2), Steve Ochs, Real Estate Development Director is hereby directed to prepare a formal post-project evaluation of the full Project to determine whether it was actually in the Agency's best interest to use the CM/GC alternative contracting method. The evaluation must be delivered to the LCRB within thirty (30) days of the date the Agency accepts the Project, as defined in the executed CM/GC contract.

b) The post-project evaluation shall set forth:

(1) Financial information, consisting of actual costs compared with original Project cost estimates, any guaranteed maximum price, and the number of change orders issued;

(2) A narrative description of successes and failures experienced during the design, engineering, and construction phases of each Project; and

(3) An objective assessment of the CM/GC alternative contracting methods, as compared to the findings set forth in this Order.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chair,  
Board of Commissioners

\_\_\_\_\_  
President,  
Local Contract Review Board

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary,  
Board of Commissioners

\_\_\_\_\_  
Secretary,  
Local Contract Review Board

## EXHIBIT A

### CM/GC EXEMPTION FINDINGS ORS 279C.330(1) AND ORS 279C.335(2)(b)

1. Firms Available to Bid. All interested and qualified contractors had an opportunity to provide a response to the RFP, which was advertised in the *Daily Journal of Commerce*.

2. Operational, Budget, and Financial Data. The approximate cost of the work to be performed under the construction contract for the RAD Phase II projects is estimated at \$23,000,000 to be funded by a variety of proceeds. The approximate cost of the work to be performed under the construction contract for the Housing First Project on MLK is estimated at \$9,000,000 to be funded by a variety of public and private proceeds. This is a significant amount of money in relation to the Agency's budget and resources. Having a CM/GC involved early in the construction phasing will allow the Agency to work with the contractor to develop construction plans that will minimize impacts to the residents of Sheldon Village Apartments. The utilization of the CM/GC method has been shown in its use by other agencies in Oregon to alleviate financial risk due to minimizing delay and requests for additional work and change orders. By undertaking this pilot Project, it is anticipated that the Agency will find that reduced risks provide a significant value and substantial cost savings to the Agency.

3. Public Benefit. Efficient completion of the rehabilitation will resolve ongoing architectural and construction defects. A CM/GC coordinated approach increases the ability for Agency to mitigate the risk of structure failure and to continue to provide a dedicated standard of care to the public. There will be a general public benefit from the expeditious construction of the Project by improving the facilities while minimizing impacts to residents. In addition, the public will benefit from the improved quality and lower cost of the project anticipated through use of the CM/GC process. Approving the CM/GC exemption will allow a contractor to be hired earlier in the process than the traditional design-bid-build process. In turn, this better enables the Agency to complete the Project on time. Creating a Project team at the start of the Project, comprised of the Architect, the Agency, and CM/GC creates a more informed and better quality decision making process. A more efficient construction team reduces the Agency's financial exposure and enhances delivery of the Project. The Agency, therefore, finds that the CM/GC alternative contracting method is required to ensure a qualified general contractor is retained for this complex Project, while addressing time and cost constraints.

4. Value Engineering. The RFP selection process, early involvement of the contractor, and negotiated contract approach gives the contractor a significant opportunity to engage in value engineering (i.e. the evaluation of what a system does as compared to cost). The selected CM/GC will be brought on board following award of a contract in order to assist the Project team with construction scheduling, phasing, costing, operator interaction issues, quality assurance, and design constructability reviews. The selected CM/GC will also advise the Agency and the design team regarding specialty construction issues and any long lead time procurements. CM/GC contributions to the design phase permit a collaborative approach to value engineering which ultimately translates into time and cost savings realized by the Agency. Construction issues which may not otherwise be known to the design team can be factored in and addressed while the design is drafted. In turn, this results in a higher quality product, lower costs, and a telescoped timeline.

5. Specialized Expertise. The challenge of performing the Project while occupied is significant. It is important to utilize a general contractor that has demonstrated expertise in managing, scheduling, and performing under these conditions in a satisfactory manner. The Agency therefore, finds that selecting a firm through an RFP process allows the Agency to contract with a firm with the appropriate CM/GC expertise. The necessary mix of experience and expertise for a CM/GC contractor cannot be adequately evaluated in a formal lowest responsible bid selection process. A qualified project manager with strong leadership skills is one of the components required for a successful CM/GC project. The RFP process allows the Agency to review the qualifications of each proposer's project manager and confirm the manager's ability, experience, record of quality, past performance and integrity needed to carry out the proposer's contractual obligations. The process will also allow the Agency to identify qualified teams that have met critical deadlines in past projects and that have the ability of work collaboratively to meet Project needs. The costs for such specialized expertise are included in the overall Project budgets and will be included within accepted GMPs.

6. Public Safety. Efficient completion of the rehabilitation will address the nonconforming structural and non-structural elements, if present.

7. Funding Source. The Agency will finance this Project through a variety of public and private proceeds that are committed at an early timeframe. Therefore, it is critical for the Project to come in on budget and on time from both legal and public perception perspectives. The CM/GC process, with its maximum price provisions, value engineering potential, constant oversight from a project manager, and construction input beginning in the design phase will help the Agency stay within its budget and wisely spend public funds.

8. Market Conditions. Identifying and contracting with the full Project team at an early stage will allow the Agency to capitalize on current market conditions, rather than having them affect a later bid/build phase. Such cost and market variables can be anticipated in the GMP, but ultimately should have no effect on the Agency. The CM/GC subcontractors cannot go over the GMP, but may come in under the GMP, and the Agency will realize those cost differences. Having a qualified CM/GC play a role as an integrated team member early in the Project with the Agency, the Architect and other Project members provides advantage to the Agency, as it adds expertise to the design phase which translates into Agency savings and provides more budgetary certainty.

No negative financial impacts to the Agency are expected as a result of using the RFP solicitation process to select a CM/GC for this Project. There is a sufficient pool of qualified Oregon-based construction companies with expertise in the type and size of project planned, and there are additional qualified firms located in the greater Pacific Northwest. A substantial number of competitors submitted proposals for this project, which allowed the Agency to select from among a number of qualified contractors.

9. Technical Complexity. Because of the site and schedule constraints, effective project planning and coordination will be crucial among the Agency, project manager, Architect and CM/GC. Strong budget and schedule controls will be essential. The conventional design-bid-build approach would contain too much risk for the Agency on this Project. The CM/GC will bring specific construction expertise to the team process and assist in addressing specific Project challenges as part of its pre-construction services. The CM/GC will also provide input on issues such as operations of the facility during construction, public safety, phasing and coordinated scheduling. The CM/GC method encourages innovative planning and coordination that further improve the construction schedule and on-site conditions. The ability to coordinate and manage this project would be especially challenging to an inexperienced or narrowly-focused team. The RFP process allows the Agency to consider the proposer's experience and expertise in completing this type of work, its sensitivity to safety, legal, and operational issues, and the qualifications and experience of its project manager and support team.

10. New Construction or Renovation of an Existing Structure. Both Projects involve new construction.

11. Occupied or Unoccupied During Construction. Agency's facilities will be in use and occupied during construction, adding to the Projects' technical complexity and need for a coordinated team.

12. Single Phase or Multiple Phases of Construction Work to Address Specific Project Conditions. This Project includes a multiplicity of technical issues related to

structural upgrades, electrical systems, piping systems, HVAC systems, and fire alarm and security systems, as well as complex sequencing and phasing of work in an occupied multi-family structure that will remain fully operational during the course of construction. It is important to the Project's success for both budget and schedule that the Agency have a general contractor that understands the complexity, has the ability to manage this type of complex project, and develops bid instructions to attract appropriate subcontractors to perform Project work. The Agency, therefore, finds that selecting a firm through the CM/GC method allows the Agency to contract with a firm with the needed technical phasing expertise.

13. Whether the Agency has the Personnel, Consultants and Legal Counsel that have Necessary Expertise and Substantial Experience in Alternative Contracting Methods. Staff, in conjunction with the Architect (who was chosen based upon qualifications and experience with the CM/GC project delivery model), an experienced contractor, as well as other Project team members and the Agency Legal Counsel, together, will have the level of expertise with the CM/GC alternative contracting method needed to produce a high quality Project outcome. The Agency acknowledges that the expertise will come primarily from non-staff elements. To this end, the Agency's contract with the chosen Architect obligates the Architect to assist with and oversee the CM/GC selection process.

14. Unlikely to Encourage Favoritism or Substantially Diminish Competition. As noted in Finding 1, CM/GC competition was encouraged through the use of an RFP solicitation process, with notice of the RFP published so as to reach a wide range of potentially interested proposers. No reduction of competition is expected since the RFP for this CM/GC contract was advertised in the same manner as a traditional low bid solicitation, with full disclosure of the planned CM/GC alternative contracting method. Uniform evaluation criteria was used in the selection and award of the CM/GC firm, and the construction work elements will be subcontracted and procured through open competitive bids managed by the CM/GC and based on identified selection criteria. Favoritism cannot play a role in the selection of the CM/GC, as award was based upon set, weighted RFP criteria. All qualified firms were able to participate in an open, competitive selection process, with an opportunity to protest the award before it was final.

15. Will Result in Substantial Cost Savings. The CM/GC contracting method has the potential to achieve substantial cost savings for the Agency through the involvement of the contractor in the design phase of the Project. Early input by the CM/GC during the design process is expected to contribute to general cost savings through constructability assessments, life cycle cost analysis, and value engineering. By having the CM/GC available before the design is finalized, the contractor is able to participate in the design, propose cost saving revisions, and ensure the constructability of the Project so that costly change orders are less likely.

Cost savings will also be realized because, through the RFP selection process, the Agency selected a well-organized, experienced CM/GC. This should also lead to fewer change orders and, in turn, reduce staff and Architect time to design, negotiate, and administer the changes.

Lastly, the CM/GC method allows for early procurement of major equipment, allowing the Project to avoid cost increases due to material shortages or cost escalation. If subcontracted costs are less than identified in the guaranteed maximum price, some or all of the savings will be passed on to the Agency under the agreement required of the CM/GC.

16. Time Savings. An exempt CM/GC process allows the Agency to condense the overall time required to complete construction of the Project by enabling the Agency to procure construction services simultaneously or shortly after soliciting Architect services. Having the CM/GC on board early in the process allows for coordination in the development of the Project construction schedules and the initiation of early site work, where advantageous or warranted. This can help to shorten construction periods and minimize construction operational impacts. Early detection of potential construction difficulties, from a contractor's view, can also prevent potential delays and costly and time consuming change orders.



# AGENDA CHECKLIST

**AGENDA INFORMATION TO BE SUBMITTED TO THE BOARD OFFICE**  
(Aisha McCoy, Administrative Specialist ext 2525)

AGENDA TITLE: In the Matter of Approving Contracts 19-P-0019 Architectural Services and 19-C-0020 Construction Management/General Contractor Services for the construction of the RAD phase II projects

**One Title Memo**

**Agenda Packet**  
One Original Hard Copy plus  
One copy e-mailed to  
[amccoy@homesforgood.org](mailto:amccoy@homesforgood.org)

**Material Due**  
Due by 12 pm Wednesday  
preceding the week it will be  
**included in the agenda notice**

DEPARTMENT	<b>Real Estate Development</b>		
CONTACT	<b>Spencer McCoy</b>	EXT	<b>2514</b>
PRESENTER	<b>Spencer McCoy</b>	EXT	<b>2514</b>
AGENDA DATE:	<b>11/28/2018</b>		

**THIS ITEM WILL INVOLVE:**

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Consent Calendar            | <input type="checkbox"/> Report                                     | <input type="checkbox"/> Appointments    | <input type="checkbox"/> Committee Reports |
| <input checked="" type="checkbox"/> ORDER/Resolution | <input type="checkbox"/> Discussion & Action                        | <input type="checkbox"/> Discussion Only |  |
| <input type="checkbox"/> Ordinance/Public Hearing    |   |  |  |
| Public Comment Anticipated?                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Estimated Time <u>  10 min  </u>         |  |

**NOTE: DEPARTMENT MANAGER MUST SIGN OFF BEFORE SUBMITTING TO BOARD OFFICE**

Executive Director/: **Jacob Fox** Date **11/20/18**

Deputy Director \_\_\_\_\_

Legal Staff-Review by: \_\_\_\_\_ Date \_\_\_\_\_

\*if required \_\_\_\_\_

Management Staff- \_\_\_\_\_ Date \_\_\_\_\_

Review by: \_\_\_\_\_



## **HOMES FOR GOOD M E M O R A N D U M**

**TO:** Homes for Good Board of Commissioners

**FROM:** Spencer McCoy, Project Developer

**AGENDA ITEM TITLE:** In the Matter of Authorizing Formation of Approving Contracts 19-P-0019 (Architectural Services) and 19-C-0020 (Construction Management/General Contracting Service) for the construction of the RAD phase II projects

**AGENDA DATE:** November 28<sup>th</sup>, 2018

### **I MOTION**

It is moved that the Agency is authorized award contracts 19-P-0019 (Architectural Services) and 19-C-0020 (Construction Management/General Contracting Service) for the construction of the RAD Phase II projects.

### **II ISSUE**

Homes for Good Housing Agency intends to construct the RAD Phase II project using tax credits and gap financing. Architectural and construction work will be commencing, necessitating contracts to be executed.

### **III DISCUSSION**

#### **A. Background/Analysis**

The RAD Phase II project is a split site development includes two projects, one located in Eugene and one located in Springfield. The Springfield site will be named Thurston Heights and include 53 units of 2 and 3-bedroom apartments. The Eugene site will be named Taney Place and will include 49 units of 2, 3 and 4-bedroom apartments. As part of the Rental Assistance Demonstration (RAD), this project is part of a larger preservation effort that converts public housing subsidy to a section 8 platform. As a result, all units at both projects will be deeply subsidized with RAD project-based vouchers. The proposed CM/GC and Architect contracts will facilitate the construction of these projects.

In September of 2018 an RFP was issued for CM/GC services. There were 4 highly qualified respondents. The selection committee interviewed 3 of the 4 respondents. Meili Construction was selected based on the highest scoring proposal. Based on the proposal a contract will be entered into that will include the following:



## CM/CG Contract

The proposed agreement with Meili Construction would be similar to prior CM/GC contracts at Bascom Village Phase II, Roosevelt Crossings, Richardson Bridge, Willakenzie Townhouses, Laurel Gardens, Jacob's Lane, and Sheldon Village. It will:

- Require a "Guaranteed Maximum Price" of for the construction costs.
- Provide preconstruction services at no cost to the development team.
- Provide for a fixed fee for the CM/GC of 3.25%.
- Spell out the bidding process that must be followed in the selection of the sub-contractors.

## Architectural Services Contract

Bergsund DeLaney Architecture was selected to provide architectural services which will include sub-contracts with engineering and landscaping services if necessary. The contract amount is estimated to be approximately \$911,000.

### B. Recommendation

Approval of the proposed motion.

## **IV IMPLEMENTATION/FOLLOW-UP**

Upon approval of the Order, the contracts will be executed as required.

## **V ATTACHMENTS**

None

IN THE BOARD OF COMMISSIONERS OF THE  
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 18-28-11-02H

In the Matter of Approving Contracts 19-P-0019  
Architectural Services and 19-C-0020 Construction  
Management/General Contractor Services for the  
construction of the RAD Phase II projects.

WHEREAS, the Authority is a public body corporate and politic, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate the purposes of the ORS 456.055 to 456.235 (the "Housing Authorities Law"); and

WHEREAS, a purpose of the Authority under the Housing Authorities Law is to construct, acquire, manage and operate affordable housing for persons of lower income; and

WHEREAS the Authority recognizes the need to address the community issue of preserving the availability of affordable housing for low-income individuals and families to allow them access to safe, good, housing;

WHEREAS, the Authority has need of professional architectural and construction management services in order to carry out the construction of the RAD Phase II projects.

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the LLC to enter into certain agreements for architectural and construction related services related to the Project; and

**NOW IT IS THEREFORE ORDERED THAT:**

To authorize the Executive Director or Deputy Director to enter into an Agreement with Meili Construction for Construction Manager/General Contract Services for the Construction of the RAD phase II projects where the Basis of Payment is the Cost of the Work plus a Maximum fee (3.25%) with a Guaranteed Maximum Price; and

To authorize the Executive Director or Deputy Director to enter into an Architectural Services Contract with Bergsund DeLaney Architecture for the RAD phase II projects.

Done and dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair, Board of Commissioners



# AGENDA CHECKLIST

**AGENDA INFORMATION TO BE SUBMITTED TO THE BOARD OFFICE**  
(Aisha McCoy, Administrative Specialist ext 2525)

AGENDA TITLE: In the Matter of Approving Contract 19-C-0021 (Construction Management/General Contractor Services) for the Housing First Apartment Community in Eugene, Oregon

**One Title Memo**

**Agenda Packet**  
One Original Hard Copy plus  
One copy e-mailed to  
[amccoy@homesforgood.org](mailto:amccoy@homesforgood.org)

**Material Due**  
Due by 12 pm Wednesday  
preceding the week it will be  
**included in the agenda notice**

DEPARTMENT	<b>Real Estate Development</b>		
CONTACT	<b>Nora Cronin</b>	EXT	<b>2521</b>
PRESENTER	<b>Nora Cronin</b>	EXT	<b>2521</b>
AGENDA DATE:	<b>11/28/2018</b>		

**THIS ITEM WILL INVOLVE:**

- Consent Calendar
- ORDER/Resolution
- Ordinance/Public Hearing
- Public Comment Anticipated?  Yes  No
- Report
- Discussion & Action
- Appointments
- Discussion Only
- Committee Reports
- Estimated Time   10 min

**NOTE: DEPARTMENT MANAGER MUST SIGN OFF BEFORE SUBMITTING TO BOARD OFFICE**

Executive Director/: **Jacob Fox** Date **11/20/18**

Deputy Director \_\_\_\_\_

Legal Staff-Review by: \_\_\_\_\_ Date \_\_\_\_\_

\*if required \_\_\_\_\_

Management Staff- \_\_\_\_\_ Date \_\_\_\_\_

Review by: \_\_\_\_\_



177 Day Island Rd., Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411  
300 West Fairview Dr., Springfield, OR 97477 • PH 541-682-4090 • FAX 541-682-3875



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## **HOMES FOR GOOD MEMORANDUM**

**TO:** Homes for Good Board of Commissioners

**FROM:** Nora Cronin, Project Developer

**AGENDA ITEM TITLE:** In the Matter of Approving Contract 19-C-0021 (Construction Management/General Contractor Services) for the Housing First Apartment Community in Eugene, Oregon

**AGENDA DATE:** November 28, 2018

### **I MOTION**

It is moved that the Agency is authorized to award contract 19-C-0021 (Construction Management/General Contractor Services) to Meili Construction Company for the Housing First Apartment Community in Eugene, Oregon.

### **II ISSUE**

Construction estimate and pre-development work is commencing on the Housing First housing development, necessitating the contract to be executed.

### **III DISCUSSION**

#### **A. Background**

In October 2018, Homes for Good Housing Agency issued a Request for Proposals (RFP) for Construction Management/General Contracting Services for the Housing First Apartment Community on Martin Luther King Jr Blvd in Eugene. Three contractors submitted responses to the RFP. Meili Construction Company was selected by the evaluation committee based on the highest score through the selection process.

Board approval is now requested to execute the contract for Construction Management/General Contractor Services with Meili Construction Company to develop the Housing First apartment community.

#### **B. Analysis**

The proposed Agreement would be similar to prior CM/GC contracts at Market District Commons, Bascom Village Phase II, Roosevelt Crossings, Richardson Bridge, Willakenzie Townhouses, Laurel Gardens, Jacob's Lane, and Sheldon Village. It will:

- Set Pre-Construction Services costs at a \$35,000 maximum.

- Require a "Guaranteed Maximum Price" for the construction costs.
- Provide for a fixed fee for the CM/GC (3.25%) of the Guaranteed Maximum Price.
- Spell out the bidding process that must be followed in the selection of the sub-contractors.

To allow for CM/GC process, an exemption needs to be approved. This exemption is approved by separate order.

C. Recommendation

Approval of the proposed motion.

**IV IMPLEMENTATION/FOLLOW-UP**

Upon approval of the Order, the required documents will be executed as soon as possible.

**V ATTACHMENTS**

IN THE BOARD OF COMMISSIONERS OF THE  
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 18-28-11-03H

In the Matter of Approving Contract 19-C-0021  
(Construction Management/General Contractor  
Services) for the Housing First Apartment  
Community in Eugene, Oregon

WHEREAS, Homes for Good Housing Agency recognizes the need to address the issue of people in our community that have been chronically homeless;

WHEREAS, Homes for Good Housing Agency recognizes that the chronically homeless use a proportionally much higher per capita share of community resources, including shelters and emergency services, and have higher rates of incarceration and recidivism;

WHEREAS, Homes for Good Housing Agency acknowledges that the Housing First model is effective for people that have long histories of homelessness with complex service needs and recognizes the need to provide permanent stable housing as the first priority;

WHEREAS, Homes for Good Housing Agency has undertaken the development of a 51-unit Housing First affordable housing development for the chronically homeless on Martin Luther King Jr Boulevard; and

WHEREAS, Homes for Good Housing Agency has the need for Construction Management/General Contractor Services in order to carry out the development of the Housing First apartment community.

NOW IT IS THEREFORE ORDERED THAT:

The Executive Director or Real Estate Development Director is authorized to enter into a Construction Management/General Contractor Services Contract with Meili Construction.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

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Chair, Board of Commissioners



# AGENDA CHECKLIST

**AGENDA INFORMATION TO BE SUBMITTED TO THE BOARD OFFICE**  
(Aisha McCoy, Administrative Specialist ext 2525)

AGENDA TITLE: In the Matter of Authorizing Development and Financing of Market District Commons Apartments

**One Title Memo**

**Agenda Packet**  
One Original Hard Copy plus  
One copy e-mailed to  
[amccoy@homesforgood.org](mailto:amccoy@homesforgood.org)

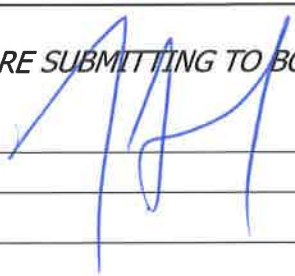
**Material Due**  
Due by 12 pm Wednesday  
preceding the week it will be  
**included in the agenda notice**

DEPARTMENT	<b>Real Estate Development</b>		
CONTACT	<b>Steve Ochs</b>	EXT	<b>2530</b>
PRESENTER	<b>Steve Ochs</b>	EXT	<b>2530</b>
AGENDA DATE:	<b>11/28/2018</b>		

THIS ITEM WILL INVOLVE:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Consent Calendar            | <input type="checkbox"/> Report                                     | <input type="checkbox"/> Appointments    | <input type="checkbox"/> Committee Reports |
| <input checked="" type="checkbox"/> ORDER/Resolution | <input type="checkbox"/> Discussion & Action                        | <input type="checkbox"/> Discussion Only |  |
| <input type="checkbox"/> Ordinance/Public Hearing    |   |  |  |
| Public Comment Anticipated?                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Estimated Time ___10 min___              |  |

**NOTE: DEPARTMENT MANAGER MUST SIGN OFF BEFORE SUBMITTING TO BOARD OFFICE**

Executive Director/: **Jacob Fox** Date **11/20/18** 

Deputy Director \_\_\_\_\_

Legal Staff-Review by: \_\_\_\_\_ Date \_\_\_\_\_

\*if required \_\_\_\_\_

Management Staff- \_\_\_\_\_ Date \_\_\_\_\_

Review by: \_\_\_\_\_



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300 West Fairview Dr., Springfield, OR 97477 • PH 541-682-4090 • FAX 541-682-3875



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## **HOMES FOR GOOD M E M O R A N D U M**

**TO: Homes for Good Board of Commissioners**

**FROM: Steve Ochs, Real Estate Development Director**

**AGENDA ITEM TITLE: In the Matter of Authorizing Development and Financing of Market District Commons Apartments**

**AGENDA DATE: November 28, 2018**

### **I MOTION**

It is moved that the Agency is authorized to negotiate, execute and deliver on behalf of the Agency, MD Commons LLC and/or MD Manager LLC the necessary documents to develop and finance Market District Commons as provided below and in the Board Order and Exhibit.

### **II ISSUE**

The Homes for Good Board has authorized the development of Market District Commons, a 50-unit permanent affordable housing development at the northwest corner of 6<sup>th</sup> Avenue and Oak Street in Eugene Oregon. Since the resolution approved last month additional HOME funds have been made available in the form of a short-term loan. Additionally, the lender has asked for minor edits to the resolution which are included as Exhibit A. It is now necessary to obtain Board authorization to develop and finance the project.

### **III DISCUSSION**

#### **A. Background/Analysis**

In 2013 the Lane County Board of Commissioners accepted the responses of Homes for Good and Obie Companies to the County's request for proposals for the redevelopment of County owned property on Sixth Avenue and Oak Street in Eugene. In 2013 Homes for good entered into a Lease Option Agreement with the County. As required by the option agreement Homes for Good and Obie companies advertised and held three public meetings to allow feedback on proposed design and use. Feedback from these meetings was incorporated into a "Use and Development Plan" which was approved by the Lane County Board of Commissioners in 2016.

Homes for Good and its development team have been working closely with Obie Companies over the last 3 years to develop a coordinated and thoughtful development plan for the Market District area. Homes for Good will develop 50 affordable units in four stories over ground floor commercial space. The units will serve much needed downtown workforce housing and also provide a number of units specifically set aside for veterans. At this time Homes for Good has no plans to develop the Bus Barn property to the north and has been coordinating with the County



regarding its use in the short and long term.

Most recently, in March 2018, the Board authorized Homes for Good to apply to Oregon Housing and Community Services (OHCS) for federal low-income housing tax credits. OHCS awarded tax credits and additional gap funding to Market District Commons in August of 2018.

The next step is to close on the financing and begin construction. This Board Order would:

1. Authorize Execution of Ground Lease with County.
2. Approve Amended LLC Operating Agreement, Admission of Investor Member; Execution of Related Agreements.
3. Authorize Construction Loan to LLC from Wells Fargo in approximate amount of \$9,788,000
4. Authorize NOAH Loan for permanent financing in approximate amount of \$910,000
5. Authorize Receipt of GHAP Funds by Authority in approximate amount of \$400,000
6. Authorize Loan of GHAP Funds from Authority to LLC.
7. Authorize Receipt of HTF Funds by Authority in approximate amount of \$2,000,000
8. Authorize Loan of HTF Funds from Authority to LLC.
9. Authorize Receipt of HOME funds to the LLC in approximate amount of \$700,000
10. Authorize Interim Loan of HOME funds to the LLC in the approximate amount of \$700,00
11. Authorize Execution of 9% LIHTC Credit Reservation of approximately \$1,105,000 and execution of Extended Use Agreement.
12. Authorize Market District Commons Condominium, Execution of Commercial Unit Purchase and Sale Agreement, and Other Related Documents.
13. Authorize Architect Contracts and Construction Contracts on behalf of LLC.
14. Authorize Agreement for Technical and Professional Consulting Services.
15. Authorize Assignment, Assumption and Reimbursement Agreement between Authority and LLC.
16. Authorized Representatives. Authorizes Jacob Fox and Steven Ochs to act on behalf of Authority or LLC.
17. General Resolutions Authorizing and Ratifying Other Actions

**B. Recommendation**

Approval of the proposed motion.

**IV IMPLEMENTATION/FOLLOW-UP**

Upon approval of the Order, the LLCs will be formed, and the documents be executed as required.

**V ATTACHMENTS**

Exhibit A: Well Fargo Requested Edits

**Exhibit A**

IN THE BOARD OF COMMISSIONERS OF THE  
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 18-17-10-06H

In the Matter of Authorizing the Development  
and Financing of Market District Commons  
Affordable Housing Development.

WHEREAS, WHEREAS, Housing and Community Services Agency of Lane County doing business as Home for Good Housing Agency (the "Authority") is a public body corporate and politic, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate the purposes of the ORS 456.055 to 456.235 (the "Housing Authorities Law"); and

WHEREAS, a purpose of the Authority under the Housing Authorities Law is to construct, acquire, manage and operate affordable housing for persons of lower income; and

WHEREAS, the Authority is authorized by ORS 456.120 to form, finance and have a nonstock interest in, and to manage or operate, partnerships, nonprofit corporations and limited liability companies in order to further the purposes of Homes for Good Housing Agency; and

WHEREAS, consistent with its purposes and powers, the Authority intends to cause an affiliate entity to construct on a parcel at the northwest corner of 6<sup>th</sup> Avenue & Oak Street in Eugene Oregon, a mixed use structure which will become a condominium to be known as Market District Commons Condominium with two units: one condominium unit with approximately 50 units of affordable housing (the "Housing Project"); and a second condominium unit of approximately 5,500 square feet on the ground floor (the "Commercial Unit") to be acquired, upon completion, by an affiliate of the Obie Companies (together, the development of the Housing Project and the Commercial Unit are referred to as the "Project"); and

WHEREAS, by prior Commission Order 18-22-08-04H, the Authority authorized the formation of MD Commons LLC (the "LLC") to develop the Project and own the Housing Project, and authorized formation of MD Manager LLC ("Manager LLC") to serve as the Managing Member of the LLC; and

WHEREAS, the Project will be constructed on land owned by Lane County, Oregon (the "Property"); and the County is willing to enter into a long-term ground lease of the land for a period of at least 99 years; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, and the Project to enter into a long-term ground lease of the Property on terms and conditions that are satisfactory to the Authority and the LLC;

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, and the Housing Project to enter into agreements with, and to obtain an investment in the LLC from, Wells Fargo Community Lending and Investment ("Wells Fargo"), in the

approximate amount of **\$10,060,939** (which amount may increase or decrease subject to further underwriting and negotiation) (the “Investment”) substantially in accordance with a term-letter dated July 23, 2018, with such amendments as may be required following further underwriting and negotiation; and

WHEREAS, as part of the Investment, Wells Fargo will require that the initial operating agreement of the LLC be amended and restated in its entirety to reflect the terms of the Investment (the “Amended Agreement”); and

WHEREAS, as part of the Investment, Wells Fargo will require that the LLC and the Authority enter into various documents relating to the management of the LLC and to development and/or operation of the Housing Project (the “Syndication Documents”) including certain guaranties to be executed by the Authority in its capacities as guarantor and developer; and

WHEREAS, the Authority deems it to be in the best interests of the Authority and the LLC to take all actions reasonably necessary to facilitate the Investment in the LLC by Wells Fargo by entering into any and all agreements with Wells Fargo and/or the LLC, on its own account, and as the sole member and manager of the LLC, and to take any and all further actions to facilitate the Investment in the LLC by Wells Fargo; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, the Project, and the Housing Project that the LLC obtain a construction loan from Wells Fargo Bank, National Association, which loan will be in the approximate amount of **\$9,788,000** (which amount is may increase or decrease subject to further underwriting and negotiation) (the “Construction Loan”) and bear interest at the rate of approximately 1.75% above 1-month LIBOR; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, and the Housing Project that the LLC obtain a commitment for permanent financing of the Housing Project in the approximate amount of \$910,000 (which amount is may increase or decrease subject to further underwriting and negotiation) from the Network for Oregon Affordable Housing and, if approved by NOAH and the Authority, a loan purchase agreement pursuant to which NOAH would agree, on certain conditions to acquire the construction loan subject to certain modifications (in either case, the “NOAH Loan”); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, and the Housing Project to cause the Authority to enter into such agreements as are reasonably necessary to obtain a grant in the approximate amount of **\$400,000** of state General Housing Account Program funds (the “GHAP Funds”) from the State of Oregon acting by and through its Housing and Community Services Department and, thereafter, to lend the GHAP Funds to the LLC which loan will have a term to maturity and interest rate to be determined after further underwriting; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, and the Housing Project to cause the Authority and/or the LLC to enter into such agreements as are reasonably necessary to obtain a grant in the approximate amount of **\$2,000,000** of National Housing Trust Fund (the “HTF Funds”) from the State of Oregon acting by and through its Housing and Community Services Department and, thereafter, if necessary, to lend the HTF Funds to the LLC which loan will have a term to maturity and interest rate to be determined after further underwriting; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the LLC to cause the Authority to enter into such agreements as are reasonably necessary to obtain a loan in the approximate amount of **\$700,000** of HOME money from HUD through the City of Eugene to the LLC which loan will have a term to maturity and interest rate to be determined after further underwriting; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, and the Housing Project to authorize the execution and delivery of certain documents pursuant to which the Housing Project will be allocated approximately **\$1,105,000** of 2019 federal low-income housing tax credits annually for a period of 10 years (the "LIHTC Credits") or such other amount as may be set forth in 9% LIHTC Reservation and Extended Use Agreement to be issued by the Oregon Housing and Community Services Department and executed by the LLC; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, the Project, and the Housing Project, to authorize: (a) the execution, delivery, and/or recording of documents necessary to form Market District Commons Condominium and subject the Project to a condominium regime under Oregon law; and (b) execution and delivery by the LLC and/or the Authority, as need be, a purchase and sale agreement with an affiliate of the Obie Companies ("Obie") pursuant to which Obie will acquire the Commercial Unit from the LLC at or near completion of the Project ("Commercial Unit Purchase and Sale"); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, the Project, and the Housing Project, to authorize the execution and delivery by the LLC and/or the Authority, as need be, such further agreements with Obie relating to the Project, its timing, and financing; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the LLC to enter into certain agreements for architectural and construction related services related to the Project; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the LLC to enter into agreements with professionals with technical expertise and, as appropriate, to assign to the LLC the product of such agreements;

**NOW, THEREFORE, THE AUTHORITY IN ITS OWN CAPACITY, ON BEHALF OF THE LLC, AND ON BEHALF OF MANAGER LLC ADOPTS THE FOLLOWING RESOLUTIONS:**

**1. Authorize Execution of Ground Lease with County.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be a Ground Lease pursuant to which the LLC will lease from Lane County for a term of at least 99 years, property legally described as Lots 5 and 8, Block 2, SKINNER'S DONATION TO LANE COUNTY, as platted and recorded in Book "A", Page 122, Lane County Oregon Plat Records, in Lane County, Oregon, on terms and conditions approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

## **2. Approve Amended LLC Operating Agreement, Admission of Investor Member; Execution of Related Agreements.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, a letter of intent relating to an anticipated Amended and Restated Operating Agreement of the LLC between the Authority (as manager and member) and Wells Fargo (as the investor member) in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document);

BE IT FURTHER RESOLVED, that the Authority is authorized to negotiate, execute, and deliver on behalf of the Authority, (whether in its own capacity, its capacity as developer or its capacity as a guarantor), the LLC, and/or the Manager LLC, as the case may be, the Syndication Documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the Investment by Wells Fargo, all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document)

## **3. Authorize Construction Loan to LLC.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute, and deliver on behalf of the Authority, (whether in its own capacity, its capacity as developer or its capacity as a guarantor), the LLC, and/or the Manager LLC, as the case may be, the Construction Loan Documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the Construction Loan all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

## **4. Authorize NOAH Loan**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute, and deliver on behalf of the Authority, (whether in its own capacity, its capacity as developer or its capacity as a guarantor), the LLC, and/or the Manager LLC, as the case may be, such documents as may be necessary to enter into the NOAH Loan, all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

## **5. Authorize Receipt of GHAP Funds by Authority.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, such documents as are required to evidence and obtain a grant of the GHAP Funds.

## **6. Authorize Loan of GHAP Funds from Authority to LLC.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, such documents as required to evidence and secure a Loan in the amount of the GHAP Funds to the LLC all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

**7. Authorize Receipt of HTF Funds by Authority.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, such documents as are required to evidence and obtain a grant of the GHAP Funds.

**8. Authorize Loan of HTF Funds from Authority to LLC.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, such documents as required to evidence and secure a Loan in the amount of the GHAP Funds to the LLC all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

**9. Authorize Receipt of HOME funds to the LLC.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, such Documents required to obtain the HOME funds by the LLC.

**10. Authorize Execution of 9% LIHTC Credit Reservation and Extended Use Agreement.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute, and deliver on behalf of the Authority and/or the LLC, as the case may be, a 9% Low Income Housing Tax Credit Reservation and Extended Use Agreement pertaining to the LIHTC Credits anticipated to be awarded in respect of the Project, all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

**11. Authorize Market District Commons Condominium, Execution of Commercial Unit Purchase and Sale Agreement, and Other Related Documents.**

BE IT RESOLVED, that that the Authority is authorized to negotiate, execute, deliver, file and/or record on behalf of the Authority, the LLC, and or the Manager LLC, as the case may be, a Declaration by the LLC submitting Market District Commons Condominium to a condominium form of ownership to become effective at or near completion of the Project, together with Bylaws and other documents forming Market District Commons Condominium Owners Association;

BE IT FUTHER RESOLVED, that the Authority is authorized to negotiate, execute, and deliver on behalf of the Authority and/or the LLC, as the case may be, a purchase and sale agreement with Obie, and such other documents as may be reasonable or convenient to the development of the Project and the sale of the Commercial Unit on terms and conditions approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

**12. Authorize Architect Contracts and Construction Contracts on behalf of LLC.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, forms of agreement with an architect and a general contractor with such amendments as may be required from time to

time, all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document):

### **13. Authorize Agreement for Technical and Professional Consulting Services.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, such agreements as any Authorized Representative may deem prudent for the provision of financial, accounting, legal, development consulting, engineering, geotechnical, environmental, construction management or other services, all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document.)

### **14. Authorize Assignment, Assumption and Reimbursement Agreement between Authority and LLC.**

BE IT RESOLVED that the Authority is authorized to enter in such agreements as may be necessary to assign to the LLC (and obtain reimbursement from the LLC therefor) such development rights, design and construction contracts, and other real and personal property as the Authority may have acquired for purposes of the Project.

### **15. Authorized Representatives.**

BE IT RESOLVED that the following identified persons shall be the Authorized Representatives as that term is used in these Resolutions and authorized, empowered and directed to perform the actions authorized herein on behalf of the Authority whether acting on behalf of the Authority or the LLC.

Jacob Fox  
Steve Ochs

In addition to the Authorized Representatives named above, the following named individual(s) shall have authority to execute draw requests, monthly progress reports and miscellaneous forms associated with tax credits, grants and loans:

Steve Ochs

### **16. General Resolutions Authorizing and Ratifying Other Actions**

BE IT RESOLVED, that any Authorized Representative is authorized to ~~negotiate.~~ (a) negotiate increases or decreases in the amount of each funding source, the term to maturity, and the final interest rate for each of the funding sources described in this Resolution and (b) negotiate, execute and deliver on behalf of the Authority, the LLC, and Manager LLC as the case may be, such other agreements, certificates, and documents, and to take or authorize to be taken all such other actions any Authorized Representative shall deem necessary or desirable to carry out the transactions contemplated by the foregoing resolutions (such determination to be conclusively demonstrated by the signature of any Authorized Representative on such document); and

BE IT FURTHER RESOLVED, that to the extent any action, agreement, document or certification has heretofore been taken, executed, delivered or performed by an Authorized Representative named in these Resolutions on behalf of the Authority, acting in its

own behalf or on behalf of the LLC or Manager LLC, and in furtherance of the Project, the same is hereby ratified and affirmed.

Done and dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairperson



## Exhibit A

### Well Fargo ~~Bank~~ Syndication Documents

1. Amended and Restated Operating Agreement of the LLC;
2. Guaranty Agreement;
3. Development Services Agreement;
4. Joint Marketing Agreement;
5. Company Management Fee Agreement;
6. And such other document as required in connection with the closing of the Investment by Wells Fargo.

### Wells Fargo Bank, National Association Construction Loan Documents

1. Promissory Note Secured by Deed of Trust;
2. Building Loan Agreement;
3. Construction ~~and Permanent~~ Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filing;
- ~~4. Pledge and Security Agreement (Assignment of Partnership Interests and Tax Credits);~~
- ~~4.~~ ~~5.~~ Pledge and Security Agreement;
- ~~5.~~ ~~6.~~ Completion Guaranty
- ~~7.~~ ~~6.~~ Repayment Guaranty
- ~~7.~~ ~~8.~~ Assignment and Subordination of Development Agreement;
- ~~8.~~ ~~9.~~ Assignment of Construction ~~and Development Documents~~ Agreements;
- ~~9.~~ ~~10.~~ Hazardous Materials Indemnity Agreement;
- ~~10.~~ ~~11.~~ Assignment of Architectural Agreements and Plans and Specifications;
- ~~11.~~ ~~12.~~ Assignment of Property Management Agreement;
- ~~13.~~
- ~~12.~~ Collateral Assignment ~~and Subordination of Developer Fee Agreement~~
- ~~14.~~ ~~Assignment for Security of AHAP~~ of Contract (AHAP);
- ~~13.~~ ~~15.~~ Subordination Agreements ~~or~~ and Master Priority Agreement as required;
- ~~14.~~ ~~16.~~ Borrower's Certificate;
- ~~15.~~ ~~17.~~ Such other certificates, agreements, indemnities, hold harmless agreements, or other documents reasonably necessary to the effectuation of the resolutions adopted as of this date and reasonably related to the Construction Loan from the Bank and the development of the Project with such amendments, additions or other changes as Authorized Representative shall deem reasonable and prudent and in furtherance of the Project.

### Senior Mortgage Loan Documents

1. Loan Purchase Agreement among NOAH, Bank and the Company with all Exhibits thereto to which the Authority or the Company is (or is to be) a party.

Document comparison by Workshare 9 on Wednesday, October 17, 2018  
2:08:24 PM

Input:	
Document 1 ID	netdocuments://4848-4234-5849/1
Description	Board Order MD Finance Authorization - MNGD Comments
Document 2 ID	C:\Users\hmchugh\ND Office Echo\VAULT-J13V4SPP\Board Order MD Finance Authorization - MNGD Comments 4848-4234-5849 v.2.docx
Description	C:\Users\hmchugh\ND Office Echo\VAULT-J13V4SPP\Board Order MD Finance Authorization - MNGD Comments 4848-4234-5849 v.2.docx
Rendering set	McHugh Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	23
Deletions	23
Moved from	0
Moved to	0

Style change	0
Format changed	0
Total changes	46

IN THE BOARD OF COMMISSIONERS OF THE  
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 18-28-11-04H

In the Matter of Authorizing the Development  
and Financing of Market District Commons  
Affordable Housing Development.

WHEREAS, WHEREAS, Housing and Community Services Agency of Lane County doing business as Home for Good Housing Agency (the "Authority") is a public body corporate and politic, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate the purposes of the ORS 456.055 to 456.235 (the "Housing Authorities Law"); and

WHEREAS, a purpose of the Authority under the Housing Authorities Law is to construct, acquire, manage and operate affordable housing for persons of lower income; and

WHEREAS, the Authority is authorized by ORS 456.120 to form, finance and have a nonstock interest in, and to manage or operate, partnerships, nonprofit corporations and limited liability companies in order to further the purposes of Homes for Good Housing Agency; and

WHEREAS, consistent with its purposes and powers, the Authority intends to cause an affiliate entity to construct on a parcel at the northwest corner of 6<sup>th</sup> Avenue & Oak Street in Eugene Oregon, a mixed use structure which will become a condominium to be known as Market District Commons Condominium with two units: one condominium unit with approximately 50 units of affordable housing (the "Housing Project"); and a second condominium unit of approximately 6,800 square feet on the ground floor (the "Commercial Unit") to be acquired, upon completion, by an affiliate of the Obie Companies (together, the development of the Housing Project and the Commercial Unit are referred to as the "Project"); and

WHEREAS, by prior Commission Order 18-22-08-04H, the Authority authorized the formation of MD Commons LLC (the "LLC") to develop the Project and own the Housing Project, and authorized formation of MD Manager LLC ("Manager LLC") to serve as the Managing Member of the LLC; and

WHEREAS, the Project will be constructed on land owned by Lane County, Oregon (the "Property"); and the County is willing to enter into a long-term ground lease of the land for a period of at least 99 years; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, and the Project to enter into a long-term ground lease of the Property on terms and conditions that are satisfactory to the Authority and the LLC;

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, and the Housing Project to enter into agreements with, and to obtain an investment in the LLC from, Wells Fargo Community Lending and Investment ("Wells Fargo"), in the approximate amount of **\$10,060,939** (which amount may increase or decrease subject to further underwriting and negotiation) (the "Investment") substantially in accordance with a term-letter dated July 23, 2018, with such amendments as may be required following further underwriting and negotiation; and

WHEREAS, as part of the Investment, Wells Fargo will require that the initial operating agreement of the LLC be amended and restated in its entirety to reflect the terms of the Investment (the "Amended Agreement"); and

WHEREAS, as part of the Investment, Wells Fargo will require that the LLC and the Authority enter into various documents relating to the management of the LLC and to development and/or operation of the Housing Project (the "Syndication Documents") including certain guaranties to be executed by the Authority in its capacities as guarantor and developer; and

WHEREAS, the Authority deems it to be in the best interests of the Authority and the LLC to take all actions reasonably necessary to facilitate the Investment in the LLC by Wells Fargo by entering into any and all agreements with Wells Fargo and/or the LLC, on its own account, and as the sole member and manager of the LLC, and to take any and all further actions to facilitate the Investment in the LLC by Wells Fargo; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, the Project, and the Housing Project that the LLC obtain a construction loan from Wells Fargo Bank, National Association, which loan will be in the approximate amount of **\$9,900,000** (which amount may increase or decrease subject to further underwriting and negotiation) (the "Construction Loan") and bear interest at the rate of approximately 1.75% above 1-month LIBOR; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, and the Housing Project that the LLC obtain a commitment for permanent financing of the Housing Project in the approximate amount of \$910,000 (which amount may increase or decrease subject to further underwriting and negotiation) from the Network for Oregon Affordable Housing and, if approved by NOAH and the Authority, a loan purchase agreement pursuant to which NOAH would agree, on certain conditions to acquire the construction loan subject to certain modifications (in either case, the "NOAH Loan"); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, and the Housing Project to cause the Authority to enter into such agreements as are reasonably necessary to obtain a grant in the approximate amount of **\$400,000** of state General Housing Account Program funds (the "GHAP Funds") from the State of Oregon acting by and through its Housing and Community Services Department and, thereafter, to lend the GHAP Funds to the LLC which loan will have a term to maturity and interest rate to be determined after further underwriting; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, and the Housing Project to cause the Authority and/or the LLC to enter into such agreements as are reasonably necessary to obtain a grant in the approximate amount of **\$2,000,000** of National Housing Trust Fund (the "HTF Funds") from the State of Oregon acting

by and through its Housing and Community Services Department and, thereafter, if necessary, to lend the HTF Funds to the LLC which loan will have a term to maturity and interest rate to be determined after further underwriting; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the LLC to cause the Authority to enter into such agreements as are reasonably necessary to obtain a loan in the approximate amount of **\$700,000** of HOME money from HUD through the City of Eugene to the LLC which loan will have a term to maturity and interest rate to be determined after further underwriting; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the LLC to cause the Authority to enter into such agreements as are reasonably necessary to obtain an interim/short-term loan in the approximate amount of **\$700,000** of HOME money from HUD through the City of Eugene to the LLC which loan will have a term to maturity and interest rate to be determined after further underwriting; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, and the Housing Project to authorize the execution and delivery of certain documents pursuant to which the Housing Project will be allocated approximately **\$1,105,000** of 2019 federal low-income housing tax credits annually for a period of 10 years (the "LIHTC Credits") or such other amount as may be set forth in 9% LIHTC Reservation and Extended Use Agreement to be issued by the Oregon Housing and Community Services Department and executed by the LLC; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, the Project, and the Housing Project, to authorize: (a) the execution, delivery, and/or recording of documents necessary to form Market District Commons Condominium and subject the Project to a condominium regime under Oregon law; and (b) execution and delivery by the LLC and/or the Authority, as need be, a purchase and sale agreement with an affiliate of the Obie Companies ("Obie") pursuant to which Obie will acquire the Commercial Unit from the LLC at or near completion of the Project ("Commercial Unit Purchase and Sale"); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority, the LLC, the Project, and the Housing Project, to authorize the execution and delivery by the LLC and/or the Authority, as need be, such further agreements with Obie relating to the Project, its timing, and financing; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the LLC to enter into certain agreements for architectural and construction related services related to the Project; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and the LLC to enter into agreements with professionals with technical expertise and, as appropriate, to assign to the LLC the product of such agreements;

**NOW, THEREFORE, THE AUTHORITY IN ITS OWN CAPACITY, ON BEHALF OF THE LCC, AND ON BEHALF OF MANAGER LLC ADOPTS THE FOLLOWING RESOLUTIONS:**

**1. Authorize Execution of Ground Lease with County.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be a Ground Lease pursuant to which the LLC will lease from Lane County for a term of at least 99 years, property legally described as Lots 5 and 8, Block 2, SKINNER'S DONATION TO LANE COUNTY, as platted and recorded in Book "A", Page 122, Lane County Oregon Plat Records, in Lane County, Oregon, on terms and conditions approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

**2. Approve Amended LLC Operating Agreement, Admission of Investor Member; Execution of Related Agreements.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, a letter of intent relating to an anticipated Amended and Restated Operating Agreement of the LLC between the Authority (as manager and member) and Wells Fargo (as the investor member) in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document);

BE IT FURTHER RESOLVED, that the Authority is authorized to negotiate, execute, and deliver on behalf of the Authority, (whether in its own capacity, its capacity as developer or its capacity as a guarantor), the LLC, and/or the Manager LLC, as the case may be, the Syndication Documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the Investment by Wells Fargo, all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document)

**3. Authorize Construction Loan to LLC.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute, and deliver on behalf of the Authority, (whether in its own capacity, its capacity as developer or its capacity as a guarantor), the LLC, and/or the Manager LLC, as the case may be, the Construction Loan Documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the Construction Loan all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

**4. Authorize NOAH Loan**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute, and deliver on behalf of the Authority, (whether in its own capacity, its capacity as developer or its capacity as a guarantor), the LLC, and/or the Manager LLC, as the case may be, such documents as may be necessary to enter into the NOAH Loan, all in the form approved by any

Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

**5. Authorize Receipt of GHAP Funds by Authority.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, such documents as are required to evidence and obtain a grant of the GHAP Funds.

**6. Authorize Loan of GHAP Funds from Authority to LLC.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, such documents as required to evidence and secure a Loan in the amount of the GHAP Funds to the LLC all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

**7. Authorize Receipt of HTF Funds by Authority.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority, such documents as are required to evidence and obtain a grant of the GHAP Funds.

**8. Authorize Loan of HTF Funds from Authority to LLC.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, such documents as required to evidence and secure a Loan in the amount of the GHAP Funds to the LLC all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

**9. Authorize Receipt of HOME funds to the LLC.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, such Documents required to obtain the HOME funds by the LLC.

**10. Authorize Interim loan of HOME funds to the LLC.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, such Documents required to obtain an interim loan of HOME funds by the LLC.

**11. Authorize Execution of 9% LIHTC Credit Reservation and Extended Use Agreement.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute, and deliver on behalf of the Authority and/or the LLC, as the case may be, a 9% Low Income Housing Tax Credit Reservation and Extended Use Agreement pertaining to the LIHTC Credits anticipated to be awarded in respect of the Project, all in the form approved by any Authorized



Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

**12. Authorize Market District Commons Condominium, Execution of Commercial Unit Purchase and Sale Agreement, and Other Related Documents.**

BE IT RESOLVED, that that the Authority is authorized to negotiate, execute, deliver, file and/or record on behalf of the Authority, the LLC, and or the Manager LLC, as the case may be, a Declaration by the LLC submitting Market District Commons Condominium to a condominium form of ownership to become effective at or near completion of the Project, together with Bylaws and other documents forming Market District Commons Condominium Owners Association;

BE IT FUTHER RESOLVED, that the Authority is authorized to negotiate, execute, and deliver on behalf of the Authority and/or the LLC, as the case may be, a purchase and sale agreement with Obie, and such other documents as may be reasonable or convenient to the development of the Project and the sale of the Commercial Unit on terms and conditions approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document).

**13. Authorize Architect Contracts and Construction Contracts on behalf of LLC.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, forms of agreement with an architect and a general contractor with such amendments as may be required from time to time, all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document):

**14. Authorize Agreement for Technical and Professional Consulting Services.**

BE IT RESOLVED, that the Authority is authorized to negotiate, execute and deliver on behalf of the Authority and/or the LLC, as the case may be, such agreements as any Authorized Representative may deem prudent for the provision of financial, accounting, legal, development consulting, engineering, geotechnical, environmental, construction management or other services, all in the form approved by any Authorized Representative (such approval to be conclusively demonstrated by the signature of any Authorized Representative on such document.)

**15. Authorize Assignment, Assumption and Reimbursement Agreement between Authority and LLC.**

BE IT RESOLVED that the Authority is authorized to enter in such agreements as may be necessary to assign to the LLC (and obtain reimbursement from the LLC therefor) such development rights, design and construction contracts, and other real and personal property as the Authority may have acquired for purposes of the Project.

**16. Authorized Representatives.**

BE IT RESOLVED that the following identified persons shall be the Authorized Representatives as that term is used in these Resolutions and authorized, empowered and directed to perform the actions authorized herein on behalf of the Authority whether acting on behalf of the Authority or the LLC.

Jacob Fox  
Steve Ochs

In addition to the Authorized Representatives named above, the following named individual(s) shall have authority to execute draw requests, monthly progress reports and miscellaneous forms associated with tax credits, grants and loans:

Steve Ochs

### **17. General Resolutions Authorizing and Ratifying Other Actions**

BE IT RESOLVED, that any Authorized Representative is authorized to (a) negotiate increases or decreases in the amount of each funding source, the term to maturity, and the final interest rate for each of the funding sources described in this Resolution and (b) negotiate, execute and deliver on behalf of the Authority, the LLC, and Manager LLC as the case may be, such other agreements, certificates, and documents, and to take or authorize to be taken all such other actions any Authorized Representative shall deem necessary or desirable to carry out the transactions contemplated by the foregoing resolutions (such determination to be conclusively demonstrated by the signature of any Authorized Representative on such document); and

BE IT FURTHER RESOLVED, that to the extent any action, agreement, document or certification has heretofore been taken, executed, delivered or performed by an Authorized Representative named in these Resolutions on behalf of the Authority, acting in its own behalf or on behalf of the LLC or Manager LLC, and in furtherance of the Project, the same is hereby ratified and affirmed.

Done and dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COMMISSIONERS

---

Chair, Homes for Good Board of Commissioners

## Exhibit A

### Well Fargo Syndication Documents

1. Amended and Restated Operating Agreement of the LLC;
2. Guaranty Agreement;
3. Development Services Agreement;
4. Joint Marketing Agreement;
5. Company Management Fee Agreement;
6. And such other document as required in connection with the closing of the Investment by Wells Fargo.

### Wells Fargo Bank, National Association Construction Loan Documents

1. Promissory Note Secured by Deed of Trust;
2. Building Loan Agreement;
3. Construction Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filing;
4. Pledge and Security Agreement;
5. Completion Guaranty
6. Repayment Guaranty
7. Assignment and Subordination of Development Agreement;
8. Assignment of Construction Agreements;
9. Hazardous Materials Indemnity Agreement;
10. Assignment of Architectural Agreements and Plans and Specifications;
11. Assignment of Property Management Agreement;
12. Collateral Assignment of Contract (AHAP);
13. Subordination Agreements and Master Priority Agreement as required;
14. Borrower's Certificate;
15. Such other certificates, agreements, indemnities, hold harmless agreements, or other documents reasonably necessary to the effectuation of the resolutions adopted as of this date and reasonably related to the Construction Loan from the Bank and the development of the Project with such amendments, additions or other changes as Authorized Representative shall deem reasonable and prudent and in furtherance of the Project.

### Senior Mortgage Loan Documents

1. Loan Purchase Agreement among NOAH, Bank and the Company with all Exhibits thereto to which the Authority or the Company is (or is to be) a party.



# AGENDA CHECKLIST

**AGENDA INFORMATION TO BE SUBMITTED TO THE BOARD OFFICE**  
*(Aisha McCoy, Administrative Specialist ext 2525)*

AGENDA TITLE: In the Matter Authorizing the Executive Director or Executive Director's designee to execute the sale of Lot 7 of the Oregon BILDS subdivision on Hope Loop

**One Title Memo**

**Agenda Packet**  
One Original Hard Copy plus  
One copy e-mailed to  
[amccoy@homesforgood.org](mailto:amccoy@homesforgood.org)

**Material Due**  
Due by 12 pm Wednesday  
preceding the week it will be  
**included in the agenda notice**

DEPARTMENT	<b>Real Estate Development</b>		
CONTACT	<b>Steve Ochs</b>	EXT	<b>2530</b>
PRESENTER	<b>Steve Ochs</b>	EXT	<b>2530</b>
AGENDA DATE:	<b>11/28/2018</b>		

THIS ITEM WILL INVOLVE:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Consent Calendar            | <input type="checkbox"/> Report                                     | <input type="checkbox"/> Appointments    | <input type="checkbox"/> Committee Reports |
| <input checked="" type="checkbox"/> ORDER/Resolution | <input type="checkbox"/> Discussion & Action                        | <input type="checkbox"/> Discussion Only |  |
| <input type="checkbox"/> Ordinance/Public Hearing    |   |  |  |
| Public Comment Anticipated?                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Estimated Time <u>  10 min  </u>         |  |

**NOTE: DEPARTMENT MANAGER *MUST SIGN OFF BEFORE SUBMITTING TO BOARD OFFICE***

Executive Director/: **Jacob Fox**      Date **11/20/18**

Deputy Director \_\_\_\_\_

Legal Staff-Review by: \_\_\_\_\_ Date \_\_\_\_\_

\*if required \_\_\_\_\_

Management Staff- \_\_\_\_\_ Date \_\_\_\_\_

Review by: \_\_\_\_\_



177 Day Island Rd., Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411  
300 West Fairview Dr., Springfield, OR 97477 • PH 541-682-4090 • FAX 541-682-3875



**Homes. People. Partnerships. Good.** [www.homesforgood.org](http://www.homesforgood.org)

## **HOMES FOR GOOD M E M O R A N D U M**

**TO:** Homes for Good Board of Commissioners

**FROM:** Steve Ochs, Real Estate Development Director

**AGENDA ITEM TITLE:** In the Matter Authorizing the Executive Director or the Executive Director's designee to Execute the Sale of Lot 7 of the Oregon BILDS Subdivision on Hope Loop.

**AGENDA DATE:** November 28, 2018

### **I MOTION**

It is moved that the Board adopt an Order authorizing the Executive Director or the Executive Director's designee to execute all required documents associated with the sale of Lots 7 of the Oregon BILDS Subdivision on Hope Loop to Springfield/Eugene Habitat for Humanity (HABITAT).

### **II ISSUE**

Homes for Good owns vacant lots on Hope Loop. Springfield/Eugene Habitat for Humanity (Habitat) and Homes for Good would like to transfer the Lot to Habitat to build a single-family home.

### **III DISCUSSION**

#### **A. Background/Analysis**

In September of 2013 Homes for Good and the University of Oregon entered into an agreement which provided that Homes for Good subdivide property and make it available to encourage development of home-ownership opportunities for persons of lower income.

Under the agreement Homes for Good would transfer the lots, one at a time as they were developed by Oregon BILDS an educational group made up of the Architecture Department, students and construction management personnel designed and built single family homes on the property. Upon sale of the property Homes for Good is reimbursed for development costs associated with getting the lots subdivided and necessary infrastructure in.

The project has been a great success with 4 homes having been built and transferred to the University and then to qualified low income homebuyers. In 2017, the project won the Statewide Oregon Opportunities Network Golden Key Award as the top innovative homeownership project in the state.

Habitat works with individuals and families, volunteers and dedicated supporters to build homes and communities. Through their home construction program, low-income families invest in their future with a lot of hard work or “sweat equity.” Families complete a minimum of 300-500 “sweat equity” hours (depending on family configuration) prior to moving in. After the house is built with volunteers, the families purchase their home with a low-interest, no-profit loan.

Initially, Habitat approached Homes for Good and the University about the possibility of purchasing two of the nine lots for Habitat homes. An agreement was reached and in 2017 2 lots were transferred to Habitat.

In October of 2016 Habitat and Homes for Good executed an MOU which set out the process to transfer the first two lots, Lots 8 and 9. (See Attachment A). With approval, Homes for Good and Habitat will execute a similar MOU for Lot 7. It will provide that Homes for Good will transfer the lot to Habitat for the purposes of constructing single family residences on each lot. Upon accepting the lot, Habitat will pay for documented costs Homes for Good has expended on subdividing the property and providing infrastructure which is approximately \$6,200 per lot.

The Developed Lot shall be sold to a Qualified Buyer following Habitat policies. A Qualified Buyer would, therefore, meet income qualification standards, which are typically between 30% and 60% of the area median income (AMI) adjusted for family size, and in no event are greater than 80% of AMI.

Habitat has conducted due diligence on the lot and the board approval is now needed to authorize the Executive Director or the Executive Director’s designee to execute the sale of and to execute all required documents associated with the sale of Lot7 of the Oregon BILDS Subdivision on Hope Loop.

**B. Recommendation**

Approval of the proposed motion.

**IV IMPLEMENTATION/FOLLOW-UP**

Upon approval of the Order, documents transferring the Lots will be prepared and executed when required.

**V ATTACHMENTS**

- Exhibit A: Previous Executed MOU
- Exhibit B: Oregon BILDS Plat Map

# **MEMORANDUM OF UNDERSTANDING**

## **Springfield/Eugene Habitat for Humanity Hope Loop Project**

This Memorandum of Understanding (this "Agreement") is made and entered into this 3rd day of October, 2016 (the "Effective Date") by and between: the Housing And Community Services Agency of Lane County, a Lane County Government Agency ("HACSA"), and Habitat for Humanity Springfield/Eugene, an Oregon non-profit corporation doing business as Springfield/Eugene Habitat for Humanity, ("HABITAT") with offices at 1210 Oak Patch Road, Eugene, OR 97402.

### RECITALS:

A. HACSA owns real property located on Hope Loop in Eugene, Oregon, previously known as Tax Lot 17-04-27-24-2202. HACSA does not require the Property for a public use and finds it in the public interest to make the Property available to encourage development of home-ownership opportunities for persons of lower income. HACSA subdivided the Property into nine (9) separate legal lots (the "Lots" and each a "Lot"), Lots 1 through 9, each zoned for single family residential development. HACSA previously entered into an agreement with the University of Oregon and OFX OB, LLC to provide lots for the Architecture Department to build houses for low-income home-ownership on a minimum of 6 of the lots. Lots 1, 2, and 3 have been developed and sold to qualified buyers. HACSA intends to transfer Lots 4-7 to the University and then qualified buyers in the same manner. Per this memorandum HACSA intends to transfer Lots 8 and 9 as more particularly described in Exhibit A to HABITAT.

B. Springfield/Eugene Habitat for Humanity operates an affordable housing program and builds safe, decent, affordable homes in partnership with low income families in the community.

C. HACSA has subdivided the Property into the Lots and will transfer Lots 8 and 9, one or more Lots at a time, as the parties may agree, in succession to HABITAT for the purpose of constructing single-family residences and related improvements on each Lot (each a "Residence") for sale to an individual or individuals meeting financial criteria described herein. HACSA may transfer additional lots to HABITAT at its sole discretion and HABITAT may exercise its right to accept or reject any Transferred Lot at its discretion. Once the Residence is completed on a Lot that Lot shall be referred to herein as a "Developed Lot." Habitat desires to provide planning, design, construction, management, and sales services in relation to construction of the Residences and sale of the Lots to its Partner Homeowners.

Now, therefore, in consideration of the foregoing recitals, the parties agree as follows:

1. Transfer of Lots to HABITAT. HACSA shall transfer one (1) or more of Lots 8, and 9 to HABITAT (the "Transferred Lot") as further provided in Section 1. HABITAT has the right to investigation and testing of a Transferred Lot, and to exercise its right to accept or reject the offer of a Transferred Lot. HACSA may (but is not required to) agree to transfer to HABITAT, and HABITAT may (but is not required to) agree to receive, additional Lots, one Lot or more at a time.

The parties may agree that each such subsequently transferred Lot will be treated as a Transferred Lot subject to the terms and conditions of this Agreement, pursuant to a written addendum to this Agreement. For clarification, HACSA shall not be required to transfer any additional Lots and HABITAT shall not be required to accept any additional Lots, except as the parties may subsequently agree in writing.

1.1. HABITAT may accept or reject transfer of the Transferred Lot in HABITAT's sole discretion, subject to its satisfaction with the condition and nature of the Transferred Lot and related title insurance policy. HABITAT's acceptance of the Transferred Lot shall be evidenced in writing delivered to HACSA within the time provided in this Agreement. HACSA shall afford HABITAT adequate opportunity and access to inspect the Transferred Lot prior to accepting it, including such environmental testing as HABITAT may determine necessary or advisable. Any costs associated with such testing shall be the sole responsibility of HABITAT and, if such testing results in any disruption to the surface of the Transferred Lot, unless HABITAT thereafter accepts such Transferred Lot, HABITAT shall restore the surface of the Transferred Lot to the same grade and level as existed prior to any such disruption and shall be solely responsible for the cost thereof. HABITAT shall provide to HACSA copies of any reports received by HABITAT.

1.2. HACSA has paid all costs of subdivision of the property. At such time as HACSA offers to HABITAT a Transferred Lot at the price as determined below, HACSA will provide HABITAT with a preliminary title report for the Lot and copies of all documents evidencing exceptions noted in such report. HACSA shall bear the cost of providing such preliminary title report. HABITAT shall have a reasonable time not exceeding one hundred twenty (120) days from the day of such offer by HACSA, to review the title report, to conduct such inspection of the offered Transferred Lot as HABITAT may deem desirable, and to either accept or reject the offer by HACSA. Unless such period is extended in writing and in its sole discretion by HACSA, if HABITAT shall fail to accept or reject the offered Transferred Lot within the 120-day period, HABITAT shall be deemed to have rejected such offer and the offer shall terminate without any further notice or action by HACSA. Upon HABITAT's acceptance of the Transferred Lot HABITAT will pay HACSA's actual out-of-pocket costs of subdividing the Undivided Property into the Lots and transferring the Transferred Lot to HABITAT. Prior to payment, HACSA shall provide HABITAT with supporting documentation for all of its costs of subdivision and transfer. For the purposes of calculating the costs of subdividing the Undivided Property the total cost of such subdivision for each Transferred Lot shall be divided by the number of Lots created as part of such subdivision process. The costs of subdivision shall include without limitation the allocable cost of HACSA employees, application and filing fees paid or payable by HACSA, the cost charged to HACSA of any land use proceedings, printing costs, notice publication costs, and fees of third-party experts and advisors deemed necessary or prudent by HACSA in its sole discretion.

1.3. A transfer of a Transferred Lot shall be by a Statutory Warranty Deed (Oregon statutory form) (the "Deed"). HABITAT shall bear the cost of recording the Deed. HACSA shall pay all real estate taxes and other assessment installments levied on the Transferred Lot and payable in the years before transfer to HABITAT. Real estate taxes and assessment installments payable in the year of transfer to HABITAT shall be prorated between HACSA and HABITAT as of the date of HABITAT's acceptance of the Transferred Lot. HABITAT shall pay the cost of any related title insurance policy insuring title in HABITAT.



2. Project Financing. HABITAT will make reasonable, good faith efforts to solicit donations, including cash and in-kind donations, to fund construction of the Residence and sale of the Developed Lot (including without limitation permits, design, materials, labor, fees, and sale and transfer costs). Acceptance of any charitable gifts to HABITAT shall be within the sole discretion of HABITAT.

3. Construction of Residence. HABITAT is a licensed general contractor and will serve as the general contractor for the construction of the Residence. Subject to first securing adequate funding, permits and Permissions, HABITAT will contract with such licensed third party contractors who are reasonably acceptable to HABITAT. To the extent provisions of ORS 279C prevailing wage requirements are applicable to such construction, HABITAT shall comply with the same.

3.1. All aspects of the design and construction of the Residence shall be as approved and determined by HABITAT, in its sole discretion.

3.2. The parties anticipate that HABITAT will incorporate its volunteer model in all phases of construction of the Residence, as feasible.

3.3. The parties agree to share building plans and specifications with HACSA for HACSA use at HACSA's sole discretion; provided that HACSA agrees to credit HABITAT if plans are used for construction in the future. Any intellectual property so shared with HACSA shall, subject to the foregoing proviso, be considered intellectual property of a housing authority subject to the provisions of ORS 456.128.

3.4. Once the Residence is completed on the Transferred Lot the Transferred Lot shall be referred to herein as the "Developed Lot."

3.5. HABITAT shall exercise all reasonable efforts to complete construction on the Transferred Lot within two (2) years of the date of transfer.

4. Sale of Developed Lot. Upon completion of construction of the Residence and obtaining all necessary approvals for occupancy (or such earlier time as HABITAT may choose provided it shall have commenced construction as provided in Section 3, above), HABITAT shall have identified a Qualified Buyer (as defined below). Identification and sale of the Developed Lot shall be within HABITAT's sole discretion, following its Habitat for Humanity International (HFHI) approved procedures to identify and select qualifying low-income buyers.

4.1. The Developed Lot shall be sold to a Qualified Buyer following HABITAT and HFHI policies. A Qualified Buyer would, therefore, meet income qualification standards, which are typically between 30% and 60% of the area median income (AMI) adjusted for family size, and in no event are greater than 80% of AMI. HABITAT policies set the sales price as the appraised value of the Developed Lot and the maximum payment at the time of sale to the Qualified Buyer at 30% of the Qualified Buyer's gross income. Said maximum payment at time of sale includes principal, homeowner's insurance, property taxes, and homeowner association payment, if any. The appraised value shall be determined by a licensed appraiser engaged by HABITAT. If HABITAT is not able to sell the Developed Lot to a Qualified Buyer at the appraised value within a period of time reasonably acceptable to HABITAT, and in any event not later than one (1) year after obtaining an occupancy permit, HABITAT, at its election, may sell the Developed Lot to any buyer acceptable to HABITAT. Therefore, in this instance, HABITAT, in its sole discretion, may

sell the Developed Lot to other than a Qualified Buyer at a price and on terms acceptable to HABITAT.

4.2. If HABITAT is not able to obtain the necessary permits, approvals or financing to construct the Residence or complete construction within a reasonable period of time, or encounters a condition of the Transferred Lot that makes it impracticable to build the Residence or otherwise develop or sell a Lot without unreasonable expense or that creates unreasonable risk for HABITAT, as determined by HABITAT in its discretion, HABITAT, at its election, may sell the Lot without completing the Residence or otherwise developing the Transferred Lot. Provided, however, that prior to selling the Transferred Lot pursuant to this Section 4 .2, HABITAT shall first provide HACSA with written notice offering to sell the Transferred Lot to HACSA. If the Transferred Lot remains unimproved, the sales price to HACSA will be equal to the initial sales price at which HACSA sold the lot to HABITAT. If the Lot has improvements that have been constructed on it, the sales price shall be equal to the lower of: a) actual expenses incurred by HABITAT in relation to acceptance, ownership and development of the Transferred Lot; or b) market value as established by a mutually agreed upon qualified appraiser. HACSA shall have a period of sixty (60) days after receipt of HABITAT's written sale offer to accept the offer, in writing, and, if HACSA does not so accept HABITAT's offer, HABITAT may sell the Transferred Lot to a third-party, on its discretionary terms, conditions, and time frame.

4.3. The net proceeds of the sale of the Developed Lot, or of the Transferred Lot pursuant to Section 4,2 will be allocated as follows: first, HABITAT will retain sale proceeds up to the amount of HABITAT's actual cash expenses by HABITAT in relation to acceptance, ownership and development of the Transferred Lot and marketing and sale of the Developed Lot (including all sale and transfer costs); second, HABITAT will pay to HACSA or its designee the lesser of the remaining sale proceeds or three thousand dollars (\$3,000); third, HABITAT will retain all then-remaining sale proceeds.

5. Representations and Warranties of HACSA. HACSA makes the following representations and warranties to HABITAT, to be effective as to the Transferred Lot at the time of transfer to HABITAT pursuant to Section 1:

5.1. HACSA is the sole owner of the Transferred Lot, and HACSA is not subject to any obligation to transfer any interest in the Transferred Lot to any party other than HABITAT.

5.2. HACSA has not received any written notice from any governmental authority alleging that the Transferred Lot violates any building codes, building or use restrictions, or zoning ordinances, zoning rules, or zoning regulations.

5.3. To HACSA's knowledge, there is no pending or threatened litigation or administrative action with respect to the Transferred Lot.

5.4. There exists no default under any loan secured by the Transferred Lot.

5.5. To HACSA's knowledge, except as disclosed in an applicable preliminary title report, there are no extraordinary governmental assessments or impositions levied against, or applicable to, the Transferred Lot.

5.6. To HACSA's knowledge, except as disclosed in an applicable preliminary title report, there are no unperformed obligations that are currently due relative to the Transferred Lot to any governmental or quasi-governmental body or authority which, upon transfer to HABITAT would become the obligation of HABITAT.

5.7. To HACSA's knowledge, the execution, delivery, and performance of this Agreement by HACSA have been authorized and do not violate any provision of any contract, law or regulation to which HACSA is a party or by which HACSA is bound.

5.8. To HACSA's knowledge, HACSA has not deposited, generated or used any Hazardous Materials (as defined in Section 5.10 of this Agreement) on the Transferred Lot and has not utilized the Transferred Lot for the treatment, storage or disposal of Hazardous Materials.

5.9. For the purposes of HACSA's representations and/or warranties in this Agreement, the words "to the knowledge of" or words of similar meanings shall mean only the current actual knowledge (and not constructive knowledge) of Steven Ochs, or his successor, without a duty of inquiry or investigation of files and records pertaining to any Transferred Lot and without imputation of the knowledge of any other person or entity. The naming of any individuals in this paragraph is solely for the purpose of establishing the extent of actual knowledge of HACSA and does not create any personal liability on the part of such individual.

5.10. For purposes of this Agreement, "Hazardous Materials" shall include, without limitation, ( a) substances that are toxic, corrosive, flammable, explosive, or ignitable; ( b) any asbestos, lead based paint, mold, radon, oil, petroleum and petroleum products, radioactive materials, hazardous wastes, toxic substances, or related injurious materials; or (c) substances which are defined by terms such as or similar to "hazardous substances," "hazardous materials," " toxic substances," "oil and petroleum products" of which are otherwise regulated by 15 USC 2601, et seq. (the Toxic Substances Control Act); 33 USC 7251, et seq. (the Clean Water Act); 33 USC 2701, et seq. (the Oil Pollution Act); 42 USC 6901, et seq. (the Resource Conservation and Recovery Act); 42 USC 7401, et seq. (the Clean Air Act); 42 USC 9601, et seq. (the Comprehensive Environmental Response, Compensation, and Liability Act); 49 USC 1801, et seq. (the Hazardous Materials Transportation Act) or by any other federal, state or local statute, ordinance and/or regulation related to environmental protection or human safety.

The representations and warranties listed in the above Subsections 5.1-5.10 shall survive solely with respect to a single transfer of a Transferred Lot for a period of nine (9) months following recording of the Deed conveying title of such single Transferred Lot to HABITAT and after such period shall expire and be of no effect.

6. Representations of HABITAT. HABITAT hereby represents and warrants to Seller that the execution, delivery, and performance of this Agreement by HABITAT have been authorized and do not violate any provision of any contract to which HABITAT is a party or by which HABITAT is bound.

#### 7. Miscellaneous.

7.1. Subject to the restrictions contained herein, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successor, successors in interest, and assigns.

7.2. This Agreement contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this Agreement, supersedes all of their previous understandings and Agreements, written or oral, with respect to this transaction. No party hereto shall be liable to another for any representations made by any other person concerning the Transferred Lot or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by the parties hereto subsequent to the date hereof.

7.3. Upon acceptance of a Transferred Lot and recording of the Deed pertaining thereto, HABITAT assumes full and sole responsibility for all matters related to the Transferred Lot and unconditionally and irrevocably waives any and all actual or potential rights HABITAT, or any affiliate, or the estates, heirs, executors, administrators, successors, successors in interest, or assigns might have regarding any such matters, including any claims against HACSA (statutory or otherwise) including any claims for contribution or indemnity related to such matters (except to the extent any such matters were intentionally concealed by HACSA that were required to be disclosed by this Agreement). Such waiver includes, but is not limited to, a waiver of all warranties, except as stated in Section 5 above, whether expressed or implied and strict liability rights. In addition, HABITAT for itself and any affiliates of them and their successors in interest, specifically releases HACSA from all liability in respect of, and waives all claims which HABITAT or any of them may have against HACSA for any physical or environmental condition of the Transferred Lot, including without limitation, those related to any Hazardous Materials in, at, adjacent to, above, or under the Transferred Lot or for, connected with or arising out of any and all claims or causes of action (including any rights of indemnity or contribution) based upon the Hazardous Materials laws described in the definition thereof contained in Section 5.10 of this Agreement.

7.4. Any claim whatsoever by HABITAT, or any affiliate, or the estates, heirs, executors, administrators, successors, successors in interest, or assigns of any of them against HACSA arising under this Agreement, any document delivered pursuant to this Agreement or otherwise related to any, all, or any number of Transferred Lots or this transaction, including any claim for breach of any representation (herein "Claim") must be made by written notice given within nine (9) months after the recording of the Deed relating to the subject Transferred Lot describing the facts underlying and the amount of such Claim in detail; otherwise the same is waived and barred and may not be asserted after such nine (9) month period. HACSA's maximum liability for any and all Claims shall be \$90,000 in the aggregate (to be aggregated for all Transferred Lots and not as to each Transferred Lot). By way of clarification and not by way of limitation of the foregoing, no Claim with respect to any Transferred Lot may be asserted more than nine (9) months following the recording of the Deed with respect to that Transferred Lot. In no event whatsoever shall HACSA be liable for more than \$90,000 including any attorney fees or court costs. Nor shall HACSA in any event whatsoever be liable for any punitive, speculative, or consequential damages.

[Signature Page follows]

Signature Page

WHEREFORE, the parties have executed this Memorandum of Understanding effective as of the date first appearing above.

Housing and Community Services Agency of Lane  
County, a public body corporate and politic of the  
State of Oregon

By:



Name: Jacob Fox

Title: Executive Director

Habitat for Humanity Springfield/Eugene, (DBA) Springfield/Eugene  
Habitat for Humanity, an Oregon non-profit corporation

By:



Name: Don Griffin

Title: Executive Director



# OREGON BILDS SUBDIVISION

S.E. 1/4, N.W. 1/4, SEC. 27, T.17S., R.4W., W.M.

EUGENE, LANE COUNTY, OREGON

JUNE 27, 2014

SCALE 1" = 30'

## RECORDED

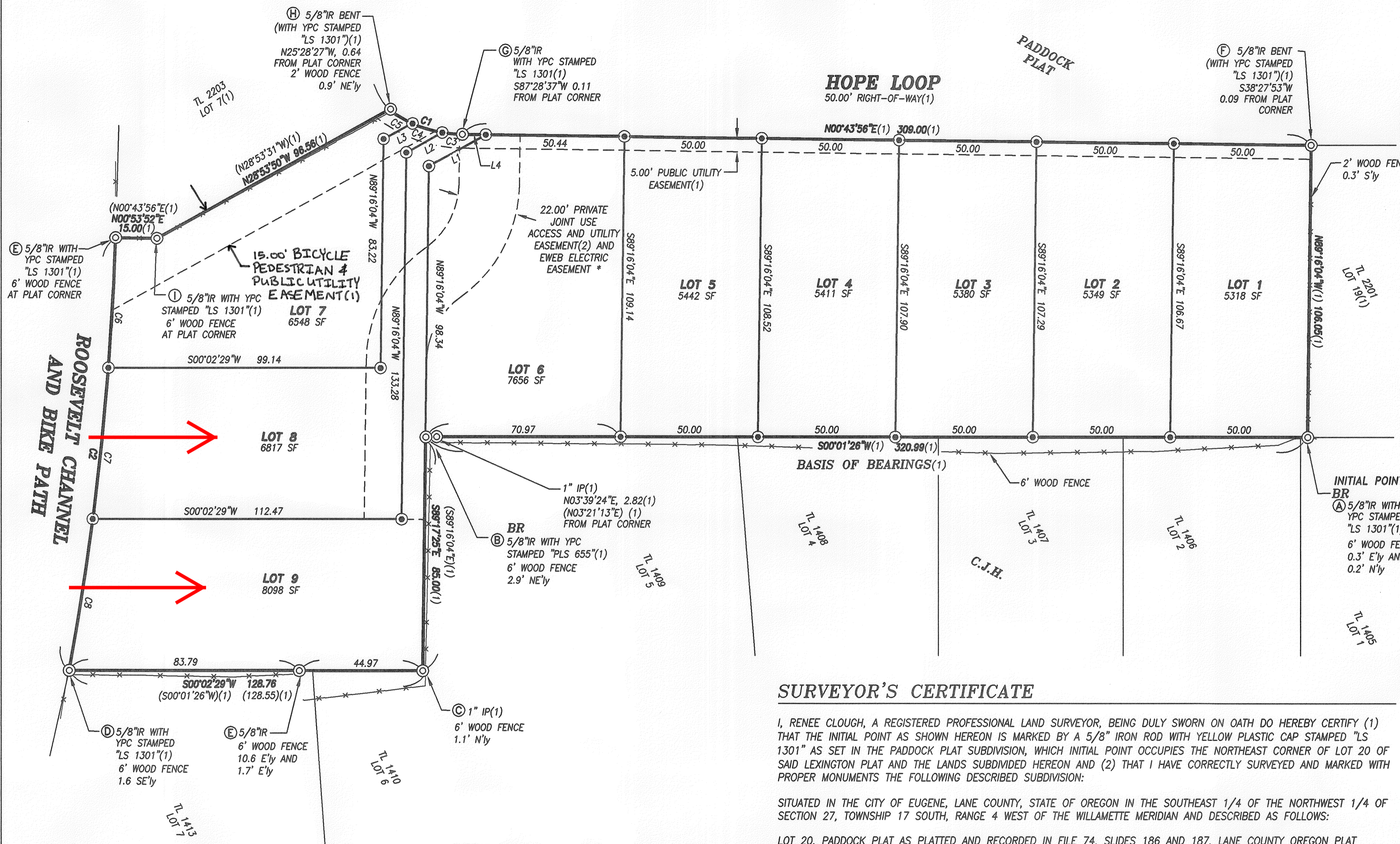
DATE \_\_\_\_\_  
LANE COUNTY CLERK & RECORDER  
OF CONVEYANCES

LANE COUNTY SURVEYORS OFFICE  
C.S. FILE NO. \_\_\_\_\_  
FILING DATE \_\_\_\_\_

### NOTICE:

THIS PLAT SUBMITTED FOR PUBLIC  
AGENCY REVIEW ONLY - IT IS NOT  
OF PUBLIC RECORD

**DO NOT COPY**



### REFERENCES

- PADDOCK PLAT, FILE 74, SLIDES 186 AND 187, LCOOPR.
- DECLARATION OF PRIVATE ACCESS, STORMWATER AND UTILITY EASEMENTS RECORDED ON \_\_\_\_\_, 2014 AS RECEPTION NUMBER 2014-\_\_\_\_\_, LCOOR.

### LEGEND

- FENCE LINE AS NOTED
  - BR DENOTES MONUMENT USED TO ESTABLISH BASIS OF BEARINGS
  - (A) DENOTES REFERENCE DESIGNATION AS NOTED IN NARRATIVE
  - (C) DENOTES FOUND MONUMENT AS NOTED
  - (O) SET 5/8" x 30" REBAR WITH YELLOW PLASTIC CAP MARKED "BRANCH ENG INC."
  - IP DENOTES IRON PIPE
  - IR DENOTES IRON ROD
  - \* DENOTES DEDICATED HEREON
  - ( ) DENOTES REFERENCE NUMBER
  - LCOOPR DENOTES LANE COUNTY OREGON PLAT RECORDS
  - YPC DENOTES YELLOW PLASTIC CAP
  - LCOOR DENOTES LANE COUNTY OREGON OFFICIAL RECORDS
  - TL DENOTES TAX LOT NUMBER
  - E'y DENOTES EASTERLY
  - N'y DENOTES NORTHERLY
  - S'y DENOTES SOUTHERLY
  - NE'y DENOTES NORTHEASTERLY
- ALL DISTANCES SHOWN ARE IN FEET.

### OWNER & SUBDIVIDER

HACSA  
177 DAY ISLAND ROAD  
EUGENE, OREGON 97401

### FENCE NOTE

POTENTIAL RIGHTS OF OTHERS SHOULD BE CONSIDERED BEFORE ANY CHANGES IN OCCUPANCY OF THE EXISTING FENCES ALONG THE BOUNDARIES OF THE LANDS PLATTED HEREON.

### SURVEYOR'S CERTIFICATE

I, RENEE CLOUGH, A REGISTERED PROFESSIONAL LAND SURVEYOR, BEING DULY SWORN ON OATH DO HEREBY CERTIFY (1) THAT THE INITIAL POINT AS SHOWN HEREON IS MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LS 1301" AS SET IN THE PADDOCK PLAT SUBDIVISION, WHICH INITIAL POINT OCCUPIES THE NORTHEAST CORNER OF LOT 20 OF SAID LEXINGTON PLAT AND THE LANDS SUBDIVIDED HEREON AND (2) THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE FOLLOWING DESCRIBED SUBDIVISION:

SITUATED IN THE CITY OF EUGENE, LANE COUNTY, STATE OF OREGON IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN AND DESCRIBED AS FOLLOWS:

LOT 20, PADDOCK PLAT AS PLATTED AND RECORDED IN FILE 74, SLIDES 186 AND 187, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY OREGON.

### APPROVALS

CITY OF EUGENE:

PLANNING DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

LANE COUNTY:

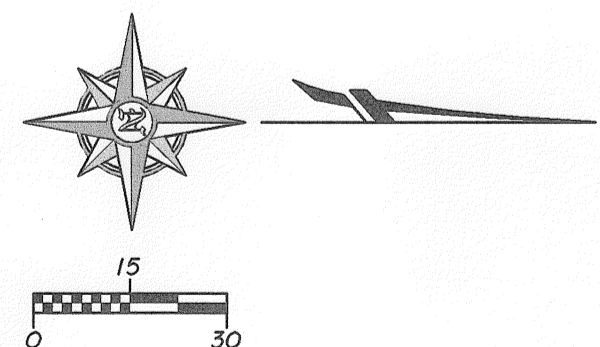
COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

LANE COUNTY BOARD OF COMMISSIONERS \_\_\_\_\_ DATE \_\_\_\_\_

CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	28.64(1)	46.00(1)	35°40'27"(1)	N18°34'10"E(1) 28.18(1) (N83°55'13"W)(1)
C2	158.34(1)	1065.00(1)	08°31'07"(1)	N83°51'20"W 158.20(1)
C3	7.30	46.00	09°05'54"	N05°16'52"E 7.30
C4	11.62	46.00	14°28'34"	N17°04'06"E 11.59
C5	9.71	46.00	12°05'59"	N30°21'23"E 9.70
C6	47.39	1065.00	02°32'58"	N86°50'26"W 47.38
C7	55.30	1065.00	02°58'30"	N84°04'42"W 55.29
C8	55.67	1065.00	02°59'42"	N81°05'36"W 55.66

LINE #	BEARING	LENGTH
L1	N28°53'50"W	23.62
L2	N28°53'50"W	14.98
L3	N28°53'50"W	11.77
L4	N00°43'56"E	8.56

TAX MAP 17-04-27-24 LOT 2202 CITY OF EUGENE PLANNING NUMBERS ST 14-02



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REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON  
NOVEMBER 30, 2007  
RENEE CLOUGH  
69162LS

EXPIRES: December 30, 2015

PROJECT No 14-014

PAGE 1 OF 2



IN THE BOARD OF COMMISSIONERS OF THE  
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 18-28-11-05H

In the Matter Authorizing the Executive  
Director or the Executive Director's designee  
to Execute the Sale of Lots 7 of the Oregon  
BILDS Subdivision on Hope Loop.

WHEREAS, the Authority is a public body corporate and politic, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate the purposes of the ORS 456.055 to 456.235 (the "Housing Authorities Law"); and

WHEREAS, Homes for Good has completed the subdivision of land and building of infrastructure for 9 lots called the Oregon BILDS Subdivision on Hope Loop;

WHEREAS, Homes for Good endeavors to provide housing opportunities to individuals and families in Lane County;

WHEREAS, Springfield/Eugene Habitat for Humanity works with low-income individuals and families to provide homeownership opportunities by building homes using sweat equity and volunteers;

WHEREAS, Homes for Good will retain the amount of money that was needed to subdivide the lots.

NOW IT IS THEREFORE ORDERED THAT:

The Executive Director or the Executive Director's designee is authorized to execute all required documents associated with the sale of Lot 7 of the Oregon BILDS Subdivision on Hope Loop to Springfield/Eugene Habitat for Humanity (HABITAT)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

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Chair, Homes for Good Board of Commissioners



# AGENDA CHECKLIST

**AGENDA INFORMATION TO BE SUBMITTED TO THE BOARD OFFICE**  
*(Aisha McCoy, Administrative Specialist ext 2525)*

AGENDA TITLE: In the Matter Scheduling 2019 Homes for Good Board of Commissioners Meetings

**One Title Memo**

**Agenda Packet**  
 One Original Hard Copy plus  
 One copy e-mailed to  
[amccoy@homesforgood.org](mailto:amccoy@homesforgood.org)

**Material Due**  
 Due by 12 pm Wednesday  
 preceding the week it will be  
**included in the agenda notice**

DEPARTMENT	<i>Executive</i>		
CONTACT	<i>Aisha McCoy</i>	EXT	<i>2545</i>
PRESENTER	<i>Jacob Fox</i>	EXT	<i>2545</i>
AGENDA DATE:	<i>11/28/2018</i>		

**THIS ITEM WILL INVOLVE:**

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> Consent Calendar         | <input type="checkbox"/> Report                                     | <input type="checkbox"/> Appointments               | <input type="checkbox"/> Committee Reports |
| <input type="checkbox"/> ORDER/Resolution         | <input type="checkbox"/> Discussion & Action                        | <input checked="" type="checkbox"/> Discussion Only |  |
| <input type="checkbox"/> Ordinance/Public Hearing |   |   |  |
| Public Comment Anticipated?                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Estimated Time <u>  10 min  </u>                    |  |

**NOTE: DEPARTMENT MANAGER *MUST* SIGN OFF BEFORE SUBMITTING TO BOARD OFFICE**

Executive Director/: **Jacob Fox**      Date **11/20/18**

Deputy Director \_\_\_\_\_

Legal Staff-Review by: \_\_\_\_\_ Date \_\_\_\_\_

\*if required \_\_\_\_\_

Management Staff- \_\_\_\_\_ Date \_\_\_\_\_

Review by: \_\_\_\_\_





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**HOMES FOR GOOD MEMORANDUM**

**TO:** Homes for Good Board of Commissioners  
**FROM:** Jacob Fox, Executive Director  
**AGENDA ITEM TITLE:** Discussion/2019 Homes for Good Board Meeting Scheduling  
**AGENDA DATE:** November 28, 2018

**I MOTION**

None

**II ISSUE**

Determining the best date and time for 2019 Homes for Good Board Meetings.

**III DISCUSSION**

The dates and times listed below are up for discussion for 2019.

MONTH	WED	THURS
JAN	*01/30	n/a
FEB	*02/27	n/a
MAR	03/27	03/28
APR	04/24	04/25
MAY	05/29	05/30
JUN	06/26	06/27
JUL	07/24	07/25
AUG	08/28	08/29
SEP	09/25	09/26
OCT	10/30	10/31

\*Marked dates are to be scheduled for the January and February 2019.

2019 Meeting Times Proposed

- 1:30pm – 3:00pm
- 2:30pm – 4:00pm

**IV IMPLEMENTATION/FOLLOW-UP**

None required.

**V ATTACHMENTS**

None.