

**AGENDA FOR THE MEETING OF THE  
BOARD OF COMMISSIONERS  
OF THE  
HOUSING AUTHORITY OF JACKSON COUNTY**

**June 22, 2016**

1. Call to Order
2. Roll Call
3. Approval of Minutes of Previous Meetings:
  - May 18, 2016 **2.0**
4. Hearing of Visitors (on items not on Agenda):
5. New Business:
6. Financials:
  - Brian-April Financials **7.0**
7. Bills and Communications:
  - Scott-Discuss Commissioners Training **5.0**
  - Scott-Discuss Commissioners/Management Team Retreat (confirm date) **5.0**
  - Scott-Proposed Partnership Manager Agreement **10.0**
8. Department Reports:
  - Jason-Development Updates **10.0**
9. Secretary's Report:
10. Unfinished Business:
11. Adjourn

**MINUTES OF THE  
BOARD OF COMMISSIONERS OF  
HOUSING AUTHORITY OF JACKSON COUNTY  
MAY 18, 2016**

**CALL TO ORDER:** Joan Middendorff called to order the meeting of the Board of Commissioners at 12:12 PM at the Housing Authority of Jackson County, 2231 Table Rock Road, Medford, Oregon.

**ROLL CALL:** The following persons were present:

Commissioner, Joan Middendorff  
Commissioner, Jay Stormberg  
Commissioner, Pat Stoddard  
Commissioner, Cate Hartzell (arrived at 12:15 PM)  
Commissioner, Kimberly Clark

**Absent:** Commissioner, Lori Magel

**Visitors present:** Rick Dyer, Liaison for the Jackson County Board of Commissioners

**Employees present were:**

Scott Foster, Executive Director  
Jason Elzy, Director of Development  
Brian Conover, Director of Finance  
Riley Pierce, Director of Maintenance  
Cara Carter, Director of Housing Programs  
Christie Van Aken, Director of Social Services  
Jennifer Jennings, Housing Choice Voucher Supervisor  
Tiffany Bactista, Leasing Supervisor  
Dianna Berry, Asset Manager  
Andrea Miranda, Project Developer  
Brenda Doggett, HR/Office Manager

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS:**

The minutes April 20, 2016 were approved as presented.

**HEARING OF VISITORS/ITEMS NOT ON THE AGENDA:**

None

**NEW BUSINESS:**

Jason Elzy presented Resolution 2016-06; Authorizing the purchase of property located in White City, Oregon. Jay Stormberg motioned for approval. John Hanson seconded. Resolution passed with all in favor.

**FINANCIALS:**

Brian Conover distributed the March financials along with the Financial Summary report for this period.

Brian pointed out that maintenance expenses for the first quarter of 2016 are down by \$61K compared to the first quarter of 2015 and they are \$51K under budget. This is because of the excellent work of the maintenance department and that more repairs/vacates are being performed by the maintenance staff rather than contracted out.

**BILLS AND COMMUNICATION:**

Scott Foster provided a copy of HUD's correspondence received announcing the Section 8 department's final SEMAP score of 100% and he gave recognition to Jennifer Jennings and her department for this accomplishment.

Jason Elzy reported that next month leasing of the first four buildings for the Parkview Terrace project will begin and the remaining buildings are scheduled for a July. Patriot Station is moving forward and the first site meeting is scheduled for next week.

Andrea Miranda said that The Concord is on schedule and the framing of the ground floor has begun.

**DEPARTMENT REPORTS:**

None

**SECRETARY'S REPORT:**

None

**UNFINISHED BUSSINESS:**

None

The meeting was adjourned at 12:38 PM.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Joan Middendorff, Chairperson

ATTEST:

\_\_\_\_\_  
Scott Foster, Secretary

## PARTNERSHIP MANAGER AGREEMENT

**DATED:** July \_\_, 2016 (“Effective Date”)  
**PARTIES:** OnTrack Mountain Vista Apartments Limited Partnership  
 (“Partnership”)  
**AND:** Housing Authority of Jackson County  
 (“Partnership Manager”)

### Recitals

A. The Partnership is an Oregon limited partnership composed of OnTrack GP LLC, Cascade MV Development Partners Limited Partnership (the “General Partners”) and PNC Real Estate Tax Credit Capital Institutional Fund 61, LLC (the “Limited Partner”). The Partnership was formed for the purpose of constructing, owning, operating, and leasing a low- income housing project which contains 46 residential units located in Medford, Jackson County, Oregon (the “Project”). The Partnership operates, or upon admission of the Limited Partner will operate, pursuant to the Amended and Restated Agreement of Limited Partnership of the Partnership (the “Partnership Agreement”).

B. The Partnership desires that the Partnership Manager act as the Partnership Manager of the Partnership, and Partnership Manager has agreed to act as the Partnership Manager of the Partnership, in accordance with the terms of this Agreement, the provisions of ORS 307.092, and any regulations adopted thereunder.

### Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment and Term. The Partnership hereby retains the Partnership Manager to render services as the Partnership Manager of the Partnership as herein contemplated. The initial term of this Agreement shall begin on the date of this Agreement, shall continue until the first anniversary of the Effective Date and shall be automatically renewed thereafter for successive annual terms unless either party gives notice to the other not less than 60 days before the end of the initial term or any annual renewal term of its desire to terminate this Agreement. Provided, however, in the event the Partnership ceases to be the owner of the Project, this Agreement shall terminate.

organization. The cost of the mediator shall be shared equally by all participating parties. The mediation must be complete within 30 days of the selection of the mediator. Completion of the process, or the elapse of 30 days from the selection of the mediator, shall be condition precedent to entering into arbitration.

7. Arbitration. In the event of any controversy arising under or relating to this Agreement, but expressly excluding any controversy arising by reason of the authorities or duties of the Housing Authority of Jackson County as described in Section 3, above, any party may require that all disputes, claims, counterclaims, and defenses ("Claims") relating in any way to this Agreement or any transaction of which this Agreement is a part (the "Transaction"), be settled by binding arbitration in accordance with the Oregon Business Arbitration Rules of the American Arbitration Association; provided, that such arbitration need not be conducted under the jurisdiction of the American Arbitration Association. All Claims will be subject to the statutes of limitation applicable if they were litigated. If arbitration occurs, one neutral arbitrator will decide all issues. All arbitration hearings will be held in Medford, Oregon. In addition to all other powers, the arbitrator shall have the exclusive right to determine all issues of arbitrability. Judgment on any arbitration award may be entered in any court with jurisdiction. This arbitration clause cannot be modified or waived by either party except in a writing that refers to this arbitration clause and is signed by both parties.

8. Disclaimer of Partnership. Partnership and Partnership Manager disclaim any relationship other than as defined in this Agreement. No partnership, joint venture, or other similar interest is intended or created by this Agreement.

9. Amendment. The Partnership Manager and Partnership may amend this Agreement at any time only by written amendment executed by both the Partnership Manager and the Partnership.

10. Burden and Benefit. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the consent of the other party.

11. Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

**307.092 Property of housing authority; exception.** (1) As used in this section, "property of a housing authority" includes, but is not limited to:

(a) Property that is held under lease or lease purchase agreement by the housing authority;  
and

(b) Property of a partnership, nonprofit corporation or limited liability company for which the housing authority is a general partner, limited partner, director, member, manager or general manager, if the property is leased or rented to persons of lower income for housing purposes.

(2)(a) The property of a housing authority is declared to be public property used for essential public and governmental purposes and, upon compliance with ORS 307.162, the property and the housing authority are exempt from all taxes and special assessments of the city, the county, the state or any political subdivision of the city, county or state.

(b) In lieu of taxes or special assessments, the authority may agree to make payments to the city, county or political subdivision for improvements, services and facilities furnished by the city, county or political subdivision for the benefit of a housing project, but in no event may the payments exceed the estimated cost to the city, county or political subdivision of the improvements, services or facilities furnished.

(3) Notwithstanding subsection (2) of this section, property of a housing authority that is commercial property leased to a taxable entity is not exempt from taxation and special assessments under this section. [Formerly 456.225; 2007 c.606 §4; 2013 c.193 §25]