

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

**July 20, 2016**

1. Call to Order
2. Roll Call
3. Adjourn to Executive Session as per ORS: 192.660 2 (e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
4. Call Meeting Back to Order
5. Roll Call
6. Approval of Minutes of Previous Meetings:
  - June 22, 2016 2.0
7. Hearing of Visitors (on items not on Agenda):
8. New Business:
7. Call to Order
8. Roll Call
9. Financials:
  - Brian-May Financials 7.0
10. Bills and Communications:
  - Scott-Discuss Fundamental Commissioners Two Day Training-Rescheduled for February 2017 5.0
  - Scott- Commissioners/Management Team Retreat-Scheduled for October 1, 2016 5.0
11. Department Reports:
12. Secretary's Report:
13. Unfinished Business:
  - Partnership Manager Agreement 7.0
11. Adjourn

**MINUTES OF THE  
BOARD OF COMMISSIONERS OF  
HOUSING AUTHORITY OF JACKSON COUNTY  
June 22, 2016**

**CALL TO ORDER:** Joan Middendorff called to order the meeting of the Board of Commissioners at 12:17 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, Lori Magel  
Commissioner, John Hanson  
Commissioner, Pat Stoddard  
Commissioner, Cate Hartzell (arrived at 12:26 PM and left at 1:13 PM)  
Commissioner, Kimberly Clark

**Absent:**

**Visitors present:** Rita Sullivan, OnTrack

**Employees present were:**

Scott Foster, Executive Director  
Jason Elzy, Director of Development  
Brian Conover, Director of Finance  
Riley Pierce, Director of Maintenance  
Christie Van Aken, Director of Social Services (left meeting at 12:25)  
Jennifer Jennings, Housing Choice Voucher Supervisor  
Dianna Berry, Asset Manager  
Andrea Miranda, Project Developer  
Brenda Doggett, HR/Office Manager

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS:**

The minutes May 18, 2016 were approved as presented.

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

None

**NEW BUSINESS:**

Scott Foster presented the Board with the proposed Partnership Manager Agreement, which is a partnership agreement between OnTrack Mountain Vista Apartments Limited Partnership and the Housing Authority of Jackson County. Scott said that the agreement had been drafted by OnTrack's attorney and suggested we have our legal counsel review before a final decision is made. Lori Magel motioned for approval to proceed based on a review by our legal counsel and any legal expenses incurred for the review will be paid by OnTrack Mountain Vista Apartments Limited Partnership. John Hanson seconded motion. Joan Middendorff abstained. Kimberly Clark was not in favor. Jay Stormberg and Pat Stoddard voted in favor. Cate Hartzell was not present at time of motion. Motion passed to proceed with legal review before approval of an executed agreement.

**FINANCIALS:**

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

**BILLS AND COMMUNICATION:**

There was discussion amongst the Board regarding interest in attending a two day ethics and fundamentals training. The census is the Board would like the training to take place in the fall. Brenda Doggett will coordinate the training and provide updates.

A tentative date of October 1, 2016 has been set for the Board/Management team retreat. Further details will be provided when the venue and schedule have been confirmed.

**DEPARTMENT REPORTS:**

Jason Elzy reported the following:

- Parkview Terrace has the first 4 of 8 buildings complete and the Certificate of Occupancy will be issued next week. The remaining 4 buildings will be complete the end of July.
- The Concord is on schedule for completion at the end of November and is on budget.
- Closed on the purchase of the 3.1 acres located in White City.

We have the opportunity to purchase 4-5 acres of a 10 acre parcel that is located in Central Point for the price of \$235K per acre. As part of this land purchase the owner/developer will go through the planning process for the land partition and zoning and he will also provide the infrastructure and road improvements to the site. The Board gave their approval to pursue the purchase and execute a purchase agreement contingent upon our due diligence and the City's approval of the land partition and zoning

**SECRETARY'S REPORT:**

None

**UNFINISHED BUSSINESS:**

None

The meeting was adjourned to executive session at 12:26 PM.  
The regular meeting was called back to order at 12:40 PM.  
The regular meeting was adjourned at 1:20 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.

2. Duties. The Partnership Manager shall:

(a) provide, upon request of any General Partner, consultation for the benefit of the General Partners regarding the performance by the General Partners of duties of the General Partners under the Partnership Agreement;

(b) provide, upon request of any General Partner, non-binding advice for the benefit of the General Partners regarding how the General Partners might improve the efficiency with which the General Partners perform their duties to the Limited Partner under the Partnership Agreement; and

(c) provide, upon request of any General Partner, non-binding advice for the benefit of the General Partners, and subject in all respects to the approval by the Limited Partner, regarding the performance and/or selection of accountants providing professional partnership accounting services.

3. Limitation on Obligations. The Partnership and its partners, including the General Partners, hereby agree that the Partnership Manager shall have no fiduciary duty to any of them under this Agreement.

4. Compensation. During the term of this Agreement, the Partnership shall pay the Partnership Manager, in arrears, a fee of \$4,600 per year for services rendered by or available from the Partnership Manager during the prior year with such payments commencing the year in which the Project is placed in service.

5. Indemnification. The Partnership shall indemnify, defend, and hold harmless the Partnership Manager from and against any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of or alleged to arise out of any demands, claims, suits, actions, or proceedings against the Partnership Manager, by reason of any act or omission performed by it (including its employees and agents) while acting in good faith on behalf of the Partnership and within the scope of the authority of the Partnership Manager pursuant to this Agreement, and any amount expended in any settlement of any such claim of liability, loss, or damage. This indemnity shall be operative only in the context of third-party suits, and not in connection with demands, claims, suits, actions or proceedings initiated by any Partner or any Affiliate thereof against another Partner.

6. Mediation. Any dispute or controversy arising in connection with 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, must be first subject to non-binding mediation. The mediator may be agreed upon by all parties to the dispute, or if agreement is not possible or 30 days have elapsed, whichever shall occur sooner, chosen by the United States Arbitration and Mediation Service in Portland or its successor or equivalent

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.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

13. Binding Agreement. This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

14. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

15. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and *vice versa* as the context may require.

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

PARTNERSHIP

PARTNERSHIP MANAGER

OnTrack Mountain Vista Apartments  
Limited Partnership

Housing Authority of Jackson County

By: OnTrack GP LLC, its Managing  
General Partner

By: \_\_\_\_\_

By: OnTrack, Inc., its member and  
manager

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**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]