

MINUTES OF DIRECTORS MEETING

LANE TRANSIT DISTRICT

REGULAR MEETING

October 15, 1985

Pursuant to notice given to *The Register-Guard* for publication on October 10, 1985 and distributed to persons on the mailing list of the District, the regularly scheduled monthly meeting of the Lane Transit District Board of Directors was held on Tuesday, October 15, 1985 at 7:30 p.m. in the Eugene City Hall.

Present: Peter Brandt, Treasurer  
Janet Calvert, President, presiding  
Joyce Nichols  
Gus Pusateri  
Rich Smith  
Phyllis Loobey, General Manager  
Jo Sullivan, Recording Secretary

News Media Representatives  
Marvin Tims, *The Register-Guard*  
Maureen Shine, KMTR-TV

Absent: Janice Eberly, Vice President  
Larry Parducci, Secretary

**INTRODUCTORY REMARKS BY BOARD PRESIDENT:** After calling the meeting to order and calling roll, Ms. Calvert explained the agenda process for the many visitors in the audience. She asked that those wishing to speak on the 71st/72nd Streets service issue sign their names on a list and speak when called upon during discussion of that item on the agenda.

**EMPLOYEE OF THE MONTH:** Ms. Calvert stated that it was a pleasure to introduce and recognize the September Employee of the Month, Kathy Mirabile, Operations Secretary, who works closely with the Director of Operations and the Transportation personnel. She thanked Ms. Mirabile for all her good work and commented that it is people like her who help keep the District functioning efficiently. Ms. Calvert then presented Ms. Mirabile's check and certificate to her.

**APPROVAL OF MINUTES:** Mr. Brandt moved, seconded by Ms. Nichols, that the minutes of the September 17, 1985 regular meeting be approved as distributed. With no further discussion, the minutes were unanimously approved.

**SERVICE ON 71st AND 72nd STREETS:** Ms. Calvert stated that the Board had approved various changes to the routes in July. Ms. Loobey explained that two policy issues--the Metropolitan Area Transportation Committee (MATC) public planning process, and LTD Board policy decisions--affect



service planning and influence goals for LTD. She explained that ridership is the number of people using the bus and productivity is measured by the number of people who ride the bus per vehicle hour. Those measurements are used to determine what the routes and schedules should be. The Board policy goals are updated annually, after which staff prepare a service plan to meet those goals, for Board approval. Ms. Loobey stated that all transit systems look for areas in which they can attract and retain ridership. The District assesses many factors, including population density, in determining new or revised route structuring. The 71st/72nd Streets area is densely populated.

Stefano Viggiano, Planning Administrator, reviewed the District's decision to move the bus service from 69th Street to 71st and 72nd Streets in Springfield. He used a map to show the #11 THURSTON route, and explained that it is the route with the highest ridership in the District. As a result of some changes made in Springfield service, two minutes had been added to the Thurston route and, instead of having the bus and driver wait for two minutes at the end of the route, staff had suggested moving the service to 71st/72nd Streets to improve service to a broader area with more residences. Mr. Viggiano added that this was a fairly minor change, with no added costs and no loss of service. It had been advertised in the Register-Guard, the Springfield News, and LTD publications, and a public hearing was held at the July Board meeting.

Mr. Viggiano also stated that one of the concerns from the 71st/72nd Street residents is the lack of notification to people on the street. He explained that staff had not been using leaflets to notify residents because route protests are fairly rare, considering the number of service changes in the past. It seems that service has a higher impact before it is on the road; after it is in place and explained, and people have a chance to use it, it meets with more support. After that, he said, the District usually only has trouble when it tries to take service away.

Mr. Viggiano went on to say that about two weeks before the service on 71st/72nd Streets was put on the road, staff started receiving calls from opponents and proponents of the service (about two to one against). Since the service change had generated a fair amount of interest, about three days before the change was effective staff agreed that it should be reviewed after one month. The one-month evaluation period is not typical; normally, service is left in place for nine months to develop ridership trends before being evaluated. However, he explained, there was a significant amount of concern from the patrons and community regarding this service change, so the one-month re-evaluation period was suggested in order to give riders the opportunity to try the service and to give staff the chance to gather data. The service had been running since September 28, with only a couple of incidents when the bus was delayed by residents for a few minutes.

In describing the re-evaluation process, Mr. Viggiano stated that letters explaining the process had been mailed to area residents, and that information had been collected from three sources. Staff had counted and



surveyed riders; a survey of over 400 households in the neighborhood had been conducted by mail; and the drivers had been surveyed about the new route. Mr. Viggiano said that, based on that input, staff would make a decision regarding the service sometime in early November.

Mr. Viggiano then described two options: (1) moving the service back to 69th, which staff would propose to do immediately, if that is the recommendation; or (2) leaving the service on 71st/72nd, which could be appealed at the November 19 Board meeting. Mr. Viggiano stated that staff did not at that time have enough facts to make a decision; the more vocal proponents and opponents had contacted staff, but not much was yet known about the ridership. He added that, in the past, the District has managed to settle route protests fairly well, and staff are confident in the process.

Finally, Mr. Viggiano used a videotape to show the Board how 71st/72nd Streets compare with other residential streets on which the District runs service. He stated that many of the collector streets which carry buses are no wider than the residential streets shown on the videotape, but they carry more traffic, so the impact of the bus is somewhat buffered.

As the videotape was playing, Mr. Viggiano showed that the height of the driver in the bus was an advantage, because the driver could see over parked cars. He stated that this is part of the reason the District has such a good safety record with bus/pedestrian accidents, having only two in eight years. He also explained that in residential areas parking is not removed. If a car is parked at the bus stop, the driver stops at the nearest safe spot.

In showing one section, Jeppesen Acres, Providence, and Elysium, Mr. Viggiano stated that after the area had been served for some time, staff proposed deleting the service. The protest over the deletion was so great that the District compromised and left some service in the area. This shows, in part, how important proximity to the bus is to some people, who were unhappy about the prospect of a one-fourth mile walk to the bus.

#### Public Comment on 71st/72nd Street Service:

The first speaker was Richard Bowman, of 734 N. 71st St., Springfield, a co-spokesman for the neighborhood group. He said that over the years he had appreciated having good bus service in the Thurston area, and that his family had used the service. He thought the drivers were very courteous and said that his children had known some of them on a first-name basis. He said that it is a fact that 237 people had signed the petition that they did not want bus service on their street, and only six or seven people wanted it there. The majority in his neighborhood, believing that the majority should rule with the rights of the minority protected, wanted to have the service moved to an alternate route so the minority could still have access to the bus.



Mr. Bowman stated that the neighborhood's second concern was one of safety. Traffic on 71st and 72nd Streets is limited mostly to the residents because the streets do not go straight through. The children on the streets have become complacent about traffic, playing ball, riding bikes, etc., in the streets. He said that most of the residents chose the area because it is safe for children. He noted the newspaper story that had said that one of the new buses had lost its brakes and hit a tree before stopping, and said he was thankful it didn't happen on his street.

Mr. Bowman then read a letter (attached) from Don Allen, letter carrier for the Springfield Post Office, which talked about the physical layout of the street and agreed with residents that the bus could present a safety problem on the street.

He also addressed the danger of the bus pulling out onto Main Street from 72nd and of drivers stopping to patronize the Dairy Mart at 69th and Main, stating that on the old route from 69th, this wasn't a safety issue.

Mr. Bowman said also that in the past two weeks he had noticed an increase in exhaust and an incredible increase in the noise level. He said that the buses destroyed his ability to sit in his yard and enjoy his neighborhood, the frogs, the dairy, etc. He said that he believes the residents have a right to preserve the neighborhood from LTD's pollution.

In addressing what he saw on the video, he said he noticed that the streets were cracked and that he would like to keep his street in good condition. He closed by saying that the people who have signed the petition are telling LTD that they don't mind walking a couple of blocks if they want to ride the bus.

The second speaker was Ted Miller, of 422 N. 71st Street, Springfield. His major area of concern was safety. He described North 71st and 72nd Streets, the number of cul-de-sacs, driveways, sharp turns, intersections, etc. Fifteen-minute frequency meant 57 buses per day on weekdays, with 26 buses and half-hour service on Saturdays, and hourly service on Sundays. He said that two major accidents had occurred on 71st and D Streets, with many close calls. He talked about the vacant lot with large dirt mounds which children use to jump their bikes. He said that two buses had been observed backing up at 71st and B because they overshot the corner. His opinion was that this indicated a lack of concentration on the part of the driver and was very unsafe.

Mr. Miller then described the cul-de-sacs, driveways, etc. on North 69th Street, and added that it was a straight street with few parked cars. He said that buses have been sitting at various locations, wasting time and causing excessive noise. He said they park anywhere they want to park and are a safety problem. He added that the majority of houses on 71st and 72nd Streets are two-story houses and contain the fumes, squealing brakes, etc., from the buses.





Mr. Miller then talked about the lack of notification to the residents. He disagreed with Mr. Viggiano that it would be "overkill" to notify everyone in the neighborhood, because, he said, what makes their neighborhood different from others is that the residents really care what goes on. He said the residents would like to continue the good service on 69th Street, or to suggest an alternative route to continue down Thurston Road past the school, a mobile home park, and other residences, to Highway 126 and North 73rd Street. He said this would add 4.6 miles to the existing route and would take 6-1/2 minutes at the legal speed. According to Mr. Miller, 71st/72nd is 1.3 miles and takes 3.5 minutes due to curves, etc. He said that the District would save 422 miles per week if it moved the service back to 69th.

Mr. Miller said he had done a simple ridership survey in which the vast majority of ridership was boarding at the ends of the streets, and handed out information showing the survey data, taken over a week at different times of the day. He added that the drivers were very discourteous toward the people taking the survey. He stated that the neighborhood would endure whatever it takes to return the neighborhood to its usual peace and tranquility.

Ronald Spicer spoke next, saying that he had owned property and lived at 6949 Thurston Road since 1974. He said he could walk a half-block in either direction to catch the bus and that he was a regular bus rider and had always found the drivers extremely polite and courteous and the service good. He questioned a letter to the editor which had expressed the concerns of the residents that public transportation would bring social undesirables into the area. He said the bus system takes him out of the area, not into it. He stated that he hoped the Board would take a careful look at the long-term patronage and would not be stampeded by a strong neighborhood organization.

Peter DeFazio, Lane County Commissioner, spoke on behalf of the neighborhood group protesting the service. He said he thought Mr. Miller had done an excellent job of developing an alternative for the service. He asked Mr. Viggiano if the District had found an extra two minutes on the Thurston route and looked for routing to accommodate that time. Mr. Viggiano explained that the bus had been held back for two minutes in order to make transfers later in the route and, instead of having the bus sit in one place for two minutes, staff had looked for a way for the bus and route to be more productive. Mr. DeFazio thought it was one thing to run a bus through a residential street, but these people chose to live on a street that doesn't go straight through. He said he had lived on a street with traffic and buses and didn't need an alarm clock. He hoped the District could find some way to accommodate the protesters. Mr. DeFazio said he was interested in a way to serve the trailer parks and "seniors and those sort of people who would use the buses" in the trailer parks. He said he does not read the legal ads, and there must be a better way of notifying people, even posting signs around the neighborhood. He thought it was always better to have people come to give input beforehand



and to try to work things out ahead of time. He closed by thanking Ms. Loobey for her prompt response to his letter.

Mr. Miller then asked Mr. Viggiano about the survey which would be sent out, and talked about the people in the area of 68th and C who can't get to the bus anymore. He also said that the majority of homes in the area are west of 71st Street. Mr. Viggiano said the survey would ask those people which of the routes is more convenient for them. Dr. Smith wondered about surveying the area as far west as 66th, also, because they had lost service. Mr. Viggiano said that this could be done. Dr. Smith then wondered why the District needed to survey an area which has sent over 200 signatures to the Board. Mr. Viggiano explained that there are more than 430 households in the area, and many of the signatures were from more than one person in a household. Additionally, he said, people sometimes sign petitions whether or not they have strong feelings, because they have been asked to by their neighbors. Mr. Brandt wondered if one month would give the District a good sampling or test on which to make a decision, especially since there had been disruptions and problems on the route. Mr. Viggiano agreed that the opportunity to know potential ridership was limited, especially since some of the drivers had reported that some people were walking to the end of the road to catch the bus because they felt intimidated getting on the bus in the middle of the street. However, he said, staff would be able to make some deductions about how many more people are likely to ride.

Dr. Smith mentioned the safety of the first stop on Main Street off of Highway 126, and wondered if the bus could stop on 69th rather than on Main Street, which seemed safer to him. Mr. Viggiano replied that some concerns which staff would want to evaluate had been pointed out that evening.

Dr. Smith then said that he still failed to see what gain the District made, in terms of ridership, by moving the bus two blocks from 69th Street to 71st/72nd Streets. He didn't want LTD to polarize itself and get into a stubborn position of exercising authority, or for the neighborhood to continue to block the buses. He said he would rather see the buses move back to 69th than develop an antagonistic view between the District and the neighborhood. He thought also that since no one was yet used to the buses being on 71st/72nd, the District would have nothing to lose by moving the buses back to 69th at that point, rather than waiting for the survey results.

Ms. Nichols commented that the District wouldn't know what might have been gained or lost until ridership survey results have been received. She said she was in favor of expanding service and thought the service should be left where it is while staff gather opinions from people who may or may not be there that evening.

Dr. Smith moved that service be moved back to 69th Street. The motion died for lack of a second.



Mr. Brandt then moved that the Board approve the staff recommendation as set forth on page 3 of the agenda notes, and that the survey size be expanded to include the area west to 66th Street. Ms. Nichols seconded, and the motion carried by a vote of 4 to 1, with Dr. Smith voting in opposition and all others in favor.

Ms. Calvert thanked the residents for speaking that evening.

**RECESS:** The Board took a ten-minute recess at this point in the agenda, and reconvened at 8:50 p.m.

**FACILITIES SUBCOMMITTEE RECOMMENDATION REGARDING ARCHITECT SELECTION:** Ms. Calvert called the Board's attention to the Subcommittee recommendation on page 38 of the agenda packet. She said she was sorry that the other two members of the Subcommittee (Larry Parducci and Janice Eberly) could not be present that evening. She explained that the Subcommittee had met with Phyllis Loobey; Mark Pangborn, Director of Administrative Services; and Tim Dallas, Director of Operations, in a series of meetings. They had first met to discuss the interview process, then held interviews at 6:30 a.m., 6:00 p.m., and 8:00 p.m. on the following day. The next morning they met again to discuss the interviews and develop the recommendation which was before the Board that evening. She said that the final three candidates had all presented interesting proposals, and she thought it had been interesting how the personalities of each firm became apparent during the interviews. The staff and Subcommittee members who were present at the interviews individually scored each finalist, by using a prepared scoring sheet, and arrived at a unanimous decision when the scores were tallied. Ms. Calvert stated that the Subcommittee was very pleased to recommend the firm of Wilson Bryant Gunderson Seider. She added that if the Board wanted to approve the recommendation that evening, they could do so, but if they wanted more information from the other Subcommittee members, they could wait until a special meeting could be called.

Mr. Brandt asked a question about the differences between the other candidates and the recommended firm. Ms. Calvert replied that the Subcommittee felt that Wilson Bryant Gunderson Seider (WBGs) had a clear picture of who was going to be in charge and a good idea of what the transit needs are in this project. The WBGs team knew "what they were about" and had communicated well with each other and knew how the process would go. She stated that all of the other candidates had strong qualities, as well.

Mr. Brandt then wanted to know if the issue of costs had been addressed with the candidates. Mr. Dallas explained that the normal process for selecting architects is to select candidates which staff and the Board believe to be qualified to do the work, and then to negotiate the fee level and the scope of service, thus avoiding a cost competition process. During the interviews, the three candidates were asked what fee and cost alternatives they saw for a project of this scope, and all three thought that a straight percentage would not be appropriate; rather, the



scope of service should first be determined, and then the fees to support that scope and services should be negotiated. He added that the fees would be negotiated before any work is done.

Mr. Brandt stated that he had trouble with not knowing the costs, which could vary by as much as \$100,000 or \$200,000. Mr. Dallas stated that any contract the District would sign would include a contract maximum. Typically in the past, he said, staff have negotiated with the first-choice candidate and, if staff believe there are excessive costs and are unable to negotiate appropriate costs, negotiations would begin with the second candidate. If an agreement is reached about the maximum fees in the contract and that maximum is reached before the project is finished, the architect is obligated to finish the project at no additional charge to the District.

Mr. Pangborn explained that \$700,000 in the grant had included all consultant fees, but was an estimate. He said that this is one of the areas in which the federal and state governments recognize the need to base contracts on expertise rather than low bid. In bidding for services, the lowest bid normally receives the contract, but when hiring professional services such as legal counsel or architects, the Board is allowed to hire expertise and then negotiate fees. Mr. Brandt thought, however, that only qualified people had been asked to bid, so to ignore the cost completely was a mistake. Mr. Pangborn replied that, at this point, staff have a concept of the project and the costs, but don't yet really know how much it should cost. He said the general idea is to avoid one firm undercutting the others and having to deal with problems stemming from that later. He added that staff deal with that all the time in the bidding process, but this is a larger question which he had only dealt with this way in his experience in the hiring of architects for public agencies. Mr. Dallas also stressed that the District is buying a professional service which is difficult to define until the project is better known, during the design process. When using professional services, he said, the usual process is to assume the candidates are qualified and will work diligently and charge the appropriate fees for the time they actually put in on the project. He said that Mr. Brandt's point was well taken. In this case, however, the District has some experience with the recommended architect, and staff believe they have gotten more than their money's worth from the firm. Mr. Brandt stated that he did not disagree with that point.

Ms. Nichols wondered if this process was typical among public agencies. Ms. Calvert said she was familiar with the process to build the new jail, and that the same process had been used. Dr. Smith wondered if the District still had the opportunity to find out if the fees are acceptable. Ms. Loobey stated that staff were sensitive to Mr. Brandt's concerns, and explained that if one candidate said the costs would be \$40 per hour and another quoted \$60 per hour, the architect's costs still would not be known. Because Wilson Bryant Gunderson Seider had worked with the District before, they know the staff and what the District needs, and will eliminate a lot of the research process the other candidates





would have to do. Mr. Brandt thought the question of how many hours the candidates thought the project would take could still be asked and compared to the cost per hour. He said he would like to see a little more research on the topic, since the Board was talking about an expenditure of \$700,000 to \$1 million. In response to Ms. Loobey's concerns about specific candidates who might be able to do the project for the least amount of money, Mr. Brandt thought that the differences could be reconciled on a chart.

Ms. Calvert thought that since the criteria for the architect selection process had been given to the Board before the interviews, that would have been the appropriate time for these concerns to be brought up. Mr. Brandt apologized for not raising these issues earlier, but he had thought that quotes for fees were a standard part of any architect selection process, since this is the process he has used in the past. Mr. Pangborn explained that, as far as he knew, all public agencies handle architect selection in this way, with the process centering on the qualifications and qualities of the architects.

Mr. Pusateri wondered if some sort of relative cost was asked. Mr. Pangborn stated that the candidates were asked about their fee schedules and all answers were basically the same. The hourly fees for the principal and architect and consultants are based on an estimate of hourly expenses rather than on the total project. He added that there is a monthly billing process so that better track of expenses can be kept.

Mr. Pusateri had some concerns about picking an architect with grandiose plans and being stuck with the costs for them. Ms. Calvert stated that the architects would design the basic plan and the Board would have multiple decision points regarding the design, costs, etc.

In response to Dr. Smith's question about still being able to find out what the costs for all candidates would be, Mr. Dallas stated that it would be difficult unless the selection process began again, using different criteria. Ms. Loobey said that staff could find out if the public sector uses the same kind of process, and at what point fees are set. Mr. Brandt wanted the private sector to be included, as well, and Ms. Loobey agreed, but explained that the public sector has to follow different sets of state and federal rules and regulations for the selection process. Staff could also obtain from WBGs a sense of what fees they see in the project. However, she said, the other architects had been told that the recommendation to the Board would be WBGs because they were interested in knowing as soon as possible, and she wondered whether or not they would be willing to spend the time and money to develop a fee schedule for this project. Mr. Dallas thought that an alternative to placing the candidates in a position of competing regarding costs would be to look at a recommendation of WBGs which includes the scope of the project and estimated fees, and get some outside review of whether those fees are appropriate for a project of this size. Mr. Brandt said he would go along with approval of WBGs in this way, before they get started on the project. He said he still thought it was wrong to go about the process



this way, but he would be willing to do it in this manner. Ms. Loobey added that staff would talk to other transit properties to get some sense of what they paid for architect fees for similar projects. In response to a final question, Ms. Loobey stated that the District is not required to have bidding on costs for personal services. She said she would hate to have to choose an attorney based on costs, but she did understand Mr. Brandt's concerns. Mr. Brandt stated that he did not have any problem with the recommendation of the Subcommittee to hire Wilson Bryant Gundersen Seider.

Final selection of an architect was postponed until the November 5 work session or the November 19 regular meeting, depending on when staff would have the requested information available.

**FOURTH AMENDED ORDINANCE NO. 1, AN ORDINANCE PROVIDING RULES FOR MEETINGS OF LANE TRANSIT DISTRICT:** In order to change the meeting days for the monthly Board meetings, as requested by Dr. Smith, the Board would need to amend its Ordinance No. 1, by reading at two consecutive meetings of the Board. Ms. Calvert stated that the District's attorney had also made some changes in wording, underlined in the Board's copies of the ordinance, to make the ordinance current with state law regarding subcommittee meetings, legal notices, and public records, as well as to eliminate masculine language.

Mr. Brandt moved that the Board read Ordinance No. 1 by title only. After seconding by Ms. Nichols, the motion carried by unanimous vote.

Ms. Calvert then read the title of the ordinance, "Fourth Amended Ordinance No. 1, An Ordinance Providing Rules for Meetings of Lane Transit District." Additional copies of the ordinance were available for any members of the audience who wished to have them. The ordinance will be placed on the agenda of the November 19 regular meeting for second reading and adoption.

**PARKWAY STATION:** Ms. Loobey stated that the District had not adequately budgeted for this transit station for a number of reasons. The Federal Highway Administration (FHWA) had advised staff that they would conduct the bid for construction of the station, so it would have to be redone. For that reason, she said, staff were not asking for a decision from the Board that evening on whether or not to amend the budget for construction. Present to explain what led to the increase in project costs were Leon Skiles, Senior Planner, and Richard Bryant, architect for the project.

Mr. Skiles explained that Branch Engineering had also been employed on the project, which had been coordinated in consultation with John Etter of the Eugene Parks Department. The project will be on parks land and is a joint project between LTD and the Parks Department. The first stage of the project is the transit station. The second stage will be handled by the Parks Department, and will provide parking for people using the park,



including patrons. The total acreage is less than if the projects were built separately.

Mr. Skiles also talked about the anticipated uses for the transfer station. He said that 400 transfers normally occur each day at 30th and Alder, which means 20 buses per hour during the peak and 16 in the base period. This transit station is third in the system for transfers, and is presently on a busy street and buses have to travel through residential areas to get there. This involves increased costs for travel time, and some safety issues, as well. With the completion of the Parkway Station, all routing through residential streets would be eliminated.

The Parkway Station will have a covered walkway for patrons transferring from one bus to another. The land will remain Eugene Parks land and will be leased to the District. For this reason, the District is under a strong obligation to fit into the park and neighborhood environment. Additionally, the station will be designed so that any future routing and turns can be accommodated. Mr. Skiles explained that the parking lot will be built in the next two to five years, when the Parks Department has enough local revenue for the capital project. It is hoped that the transit station will act as a catalyst to help the rest of the project get underway. The Parks Department segment of the project will include public restroom facilities for day use, for which drivers will have keys at night; a 42-car parking area; a lighted soccer field; and will serve as a major entrance to jogging paths. The District will plant trees and pay \$500 per year, and the Parks Department will maintain the transit station's grass and plantings. Mr. Brandt wondered if people would criticize the facility as being too fancy. Mr. Skiles stated that the plans had been shown to the Dunn neighborhood group and received a positive response.

Ms. Calvert was curious about almost doubling the cost for the project. Mr. Skiles stated that the scope of the project had increased from a year ago when staff had first asked for funds, partly because the original plan did not meet the needs of the patrons and the environment at that location, and partly because the station was not designed until a year after the District had applied for funding. The scope and type of construction, as well as working it into the environment, led to the higher costs. Additionally, a year ago there was a surplus of contractors bidding on little bits of work, but this summer there were many more construction projects and fewer contractors available. Basically, explained Mr. Skiles, there weren't enough contractors to bid as competitively as they have in the past.

Staff are still reviewing the project to see if there are ways to reduce the anticipated costs. Because the Federal Highway Administration is funding the bulk of the project, it will let the bids and choose a contractor. Ms. Calvert asked if the FHWA could choose a contractor from outside the area; Ms. Loobey replied that they could. The match for a Federal Aid Urban (FAU) project through the FHWA is 88-12, so it is less expensive in terms of local match than UMTA money would be. She further



explained that the Eugene Parks Department is allowing the District to lease land that is for parks use, so it has undergone a very difficult environmental assessment by the federal government. The Parks Department supported the project as a good project for parks land.

This issue will be brought back to the Board for a decision on amending the budget at a later date.

**GRANT APPLICATION FOR UMTA SECTION 18 CAPITAL ASSISTANCE:**

**Staff Introduction:** Mr. Pangborn explained that every year the State of Oregon receives Section 18 money and selects transit districts to receive the funds based on their needs for capital money for rural areas. The District is applying for \$76,780 in Section 18 money, and would have to match that with \$19,195 in local funds, for a total of \$95,975.

He stated that the District's service is now 100 percent accessible, but there are no curbs, sidewalks, nor loading pads, and few shelters, in the non-urban area. Some of the Section 18 funds would be used to provide loading pads or shelters for high use areas or areas used by wheelchair patrons. Other funds would be used for bus stop signs for high use areas, to identify safe boarding and debarking areas, as well as to make people more aware of the service in the community. Information display signs are considered important in the non-urban area because the service is fairly infrequent and patrons have to wait a long time if they miss a bus. The areas where loading pads and signs would be installed will be determined through the Annual Route Review, which this year will concentrate on the non-urban area. Although the Annual Route Review will not be done until late winter, staff are making the request for funding now because the District may not have the opportunity again this year or next, since the funding is allocated on a two-year basis. If there are unused funds, they could be allocated next year, however.

**Public Hearing on Grant Application:** Ms. Calvert opened the public hearing on the District's application for UMTA Section 18 funds. There was no testimony from members of the audience. Ms. Calvert then closed the public hearing.

Mr. Brandt moved that the Board approve the staff recommendation on page 6 of the agenda notes, to authorize the General Manager to submit a grant application for Section 18 capital funds through the Urban Mass Transportation Administration, in the amount of \$76,780, and to authorize the General Manager to sign the statement of assurances to be included in the grant application. Ms. Nichols seconded the motion, which then carried by unanimous vote.

**SALARY SUBCOMMITTEE RECOMMENDATION:**

**Executive Session Pursuant to ORS 192.660(1)(i):** Mr. Brandt moved that the Board move into Executive Session pursuant to ORS 192.660(1)(i), for the purpose of discussing the General Manager's performance for the

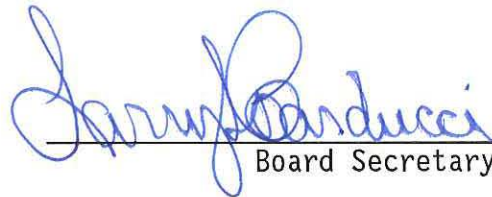




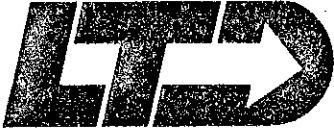
Fiscal Year 1984-85. After seconding, the motion carried by unanimous vote.

Regular Session: After returning to regular session, Mr. Brandt moved that the Board approve the Salary Subcommittee recommendation for adjustments to the General Manager's base salary and benefit package, as set forth on page 1 of the Salary Subcommittee recommendation, as distributed under separate cover. Ms. Nichols seconded, and the motion passed unanimously. A copy of the recommendation is attached to these minutes.

ADJOURNMENT: Mr. Brandt moved, seconded by Ms. Nichols, that the meeting be adjourned to November 5, 1985 at 6:00 p.m. at the Red Lion Motor Hotel, for the purpose of holding a long-range strategic planning session. With no further discussion, the meeting was unanimously adjourned at 10:10 p.m.

  
Board Secretary





**Lane Transit District**

P.O. Box 2710 Eugene, Oregon 97402 Telephone: (503) 687-5581

October 11, 1985

TO: Board of Directors  
FROM: Salary Subcommittee  
RE: Performance Evaluation/Salary Recommendation for  
General Manager

The Salary Subcommittee has met with the General Manager to develop her FY 85-86 compensation proposal.

The Subcommittee recommends an 8.5 percent increase for this fiscal year. The base salary, including fringe benefits not provided other staff, is displayed below:

	<u>FY 84-85</u>	<u>FY 85-86</u>	<u>Increase</u>
Base Salary	\$ 44,187	\$ 47,943	8.5%
Car Allowance	2,400	2,400	
Fringe Benefit	2,600	2,600	
Total	<u>\$ 49,187</u>	<u>\$ 52,943</u>	

The Board of Directors approved an 8.5 percent increase for the department directors during the FY 85-86 budget process.

The car allowance and lump sum fringe benefit are continuations of a FY 84-85 compensation plan in which there had been no salary increase over FY 83-84.

Additionally, the Salary Subcommittee recommends that the informal working agreements between the District and the General Manager be formalized. Enclosed is a proposed contract which has been reviewed by District counsel and the Subcommittee and achieves the objective of formalizing the terms and conditions of employment for the General Manager.

Subcommittee Recommendation: That the Board approve the salary and benefits package detailed above and authorize the Board President to sign the enclosed employment agreement with the General Manager.

*Janet Calvert*

Janet Calvert  
Salary Subcommittee Chairperson

js  
enclosure



EMPLOYMENT AGREEMENT  
BETWEEN  
LANE TRANSIT DISTRICT AND PHYLLIS P. LOOBEY

This is an Employment Agreement made and entered into on July 1, 1985, by and between the Lane Transit District and Phyllis P. Loobey.

The Board of Directors of Lane Transit District is authorized pursuant to ORS 267.200(5) to enter into contracts on behalf of Lane Transit District and to appoint and fix the salary of the General Manager.

Therefore, in consideration of the terms and conditions of this agreement, the parties agree as follows:

Section 1: Duties and Responsibilities.

(a) Lane Transit District (hereinafter the District) agrees to employ Phyllis P. Loobey as General Manager, and Phyllis P. Loobey (hereinafter the Manager) hereby accepts such employment upon the terms and conditions set forth in this agreement.

(b) The Manager shall have, and agrees to perform in good faith, the duties and responsibilities of General Manager. As such, the Manager shall maintain her office at the headquarters of the District, and shall:

- 1) Have full charge of the acquisition, construction, maintenance, and operation of the transit system of the District.
- 2) Have full charge of the administration of the business affairs of the District.
- 3) Enforce all ordinances adopted by the Board.

4) Administer the personnel system adopted by the Board, and, except for officers appointed by the Board, appoint, discipline, or remove all officers and employees, subject to ORS 267.010 to 267.390 and the rules of the Board.

5) Prepare and submit to the Board within 30 days after the end of each fiscal year a complete report of the finances and administrative activities of the District for that preceding fiscal year.

6) Keep the Board advised as to the needs of the District.

7) Prepare all plans and specifications for acquisition of equipment or construction of improvements or facilities for the District.

8) Cause to be installed and maintained a system of auditing and accounting which shows completely and at all times the financial condition of the District.

9) Devote her entire working time to the business of the District.

10) Perform such other duties as the Board requires by resolution.

11) Attend the meetings of the Board and may participate in its deliberations, but has no vote.

#### Section 2: Term.

This employment shall continue as long as mutually agreeable to both parties. The Manager may be removed by the Board only by an affirmative vote of the majority of the members.

Section 3: Termination/Suspension.

(a) Before the Manager is removed, she shall upon demand be given a written statement of the reasons for her removal. If requested, she shall be given an open hearing at a meeting of the Board before the final vote for her removal; however, the Board may by resolution suspend her from office pending a hearing. The action of the Board in suspending or removal of the Manager, if approved by a majority of the members of the Board, may be reconsidered by the Board, but is otherwise final and not subject to appeal.

(b) The parties agree to give each other written notice of termination. Notice of termination given by the Manager to the District shall be effective at the date specified therein, which date shall be not less than 90 days after the date of service of the notice. Notice of termination given by the District to the Manager, if termination is for the Manager's job-related criminal activity or job-related willful misfeasance, can be made effective immediately; otherwise, it shall be made effective at the date specified therein, which date shall be not less than 90 days after the date of service of the notice. The District agrees to give written notice of any suspension to the Manager.

Section 4: Compensation.

(a) As compensation for the services rendered to the District during the fiscal year 1985-86, the Manager shall be paid a base salary at an annual rate of \$47,943, a monthly automobile allowance of \$200, and a one-time payment of \$2,600 for an additional benefit program, to be determined by the Manager, payable in accordance with the District's

regular payroll procedures. Said compensation shall be subject to modification from year to year hereafter by mutual agreement. In addition, the Manager shall be entitled to the fringe benefits which are generally available to other employees of the District, including, without limitation: hospital; surgical, medical, dental, or other group health insurance; life insurance and disability benefits; holidays; sick leave; vacation; travel insurance; and participation in Lane Transit District pension or retirement program.

(b) The Manager shall be entitled to full compensation and benefits during periods of suspension.

(c) Compensation and benefits received by the Manager from other parties after notice of termination or suspension, for services performed for other parties during the period of 90 days after notice of termination or during periods of suspension, shall reduce the compensation and benefits to which the Manager shall be entitled under this agreement.

Section 5: Expenses.

The District shall reimburse the Manager for reasonable and necessary business expenses of the Manager incurred in the performance of the duties and responsibilities set out in this agreement, upon presentation, in accordance with the District's normal practice, of reasonably detailed statements of expense for which reimbursement is claimed.

Section 6: Indemnification.

To the extent permitted under the laws of the State of Oregon, the District shall indemnify and hold harmless the Manager from any liability,



cost, or expense arising out of the Manager's actions as General Manager of the District, except for any criminal activity or willful misfeasance.

Section 7: Assignment.

This agreement is personal to the Manager and cannot be assigned to any other person.

Section 8: Entire Agreement.

This agreement represents the entire agreement between the parties and supercedes any prior agreements or understandings, whether oral or written.

Section 9: Amendments.

This agreement cannot be changed or terminated orally and may be modified only by a written agreement executed by both parties.

Section 10: Notices.

Any notice to the District under this agreement shall be given to the President of the Board of Directors at the President's latest address as shown by the records of the Executive Secretary of the District. Any notice to the Manager under this agreement shall be given to her at her latest address as shown on the records of the Executive Secretary of the District. Notices shall be deemed given when delivered in person or within two business days after being mailed by certified mail at the United States Post Office in Eugene or Springfield, Oregon, with postage fully prepaid and addressed as hereinabove specified.

IN WITNESS WHEREOF, the undersigned have executed this agreement in duplicate on this 15 day of October, 1985.

LANE TRANSIT DISTRICT

Phillip Looney  
General Manager

By Janet K. Colvert  
President, Board of Directors

GMEMPAGR.JHS