MINUTES OF DIRECTORS MEETING

LANE COUNTY MASS TRANSIT DISTRICT

REGULAR MEETING

November 17, 1981

Pursuant to notice to the Eugene Register-Guard for publication on November 12, 1981, the regular meeting of the Board of Directors of Lane County Mass Transit District was held at the City Hall in Eugene, Oregon, on November 17, 1981, at 7:30 p.m.

Present: Richard A. Booth, Secretary
Daniel M. Herbert, Vice President
Kenneth H. Kohnen, President, presiding
Ted J. Langton, Treasurer
Robert C. Loomis
Glenn E. Randall
Carolyn Roemer
Phyllis Loobey, General Manager
Jo Sullivan, Recording Secretary

INTRODUCTORY REMARKS BY BOARD PRESIDENT: Mr. Kohnen remarked that there were actually two agendas for the meeting that night: an agenda for the joint meeting with the Eugene Renewal Association, and an agenda for the rest of the regular meeting of the Board of Directors. He welcomed the Eugene Renewal Agency Board members and other interested persons who were present.

JOINT MEETING WITH EUGENE RENEWAL AGENCY BOARD: Mr. Kohnen called the roll for the joint meeting. In addition to the LTD Board members already named, the following members of the Eugene Renewal Agency Board of Directors were in attendance:

Present: John Matott
Dustin Posner
Steve Shepard
Wally Swanson

Absent: Mark Lindeberg
Lori Loehr
Brian Obie
Tom Schott
Joyce Slusher

Statement of Meeting Purpose: Mr. Kohnen stated that the purpose and background for the meeting were well summarized in the agenda notes and the proposed timeline. He said that the Eugene Renewal Agency (ERA) had determined that improvements at 10th and Willamette were of high priority and had asked for input from the Eugene Downtown Association (EDA), the Downtown Development Board (DDB), and Lane Transit District (LTD). An LTD subcommittee had made a recommendation, as stated on pages 2 and 3 of the November 17 agenda packet, and the full Board had approved that recommendation.

Mr. Kohnen explained that the policy issues on which the LTD recommendations are based are: (1) the first phase of the contraflow plan that was included in the Downtown Transportation Study; (2) developing an affordable, quickly accomplished, and locally financed project; (3) a system which is operationally effective for LTD; and (4) a project that will significantly improve the area at 10th and Willamette. He added that the LTD Board was hoping to receive some direction from the ERA Board. Mr. Swanson responded that the ERA Board could not give approval at that meeting but wanted information to take back to the full Board.

Mr. Booth left the meeting at this point, saying that he thought it was inappropriate for the staff to make this presentation to five Board members who will not be involved in the final decision. Mr. Kohnen explained that the terms of the LTD Board members were expiring and some of those members had been replaced; this meeting was the last one for Mr. Booth and Ms. Roemer.

<u>Review Existing Transit Facilities on the Eugene Mall</u>: Ellen Bevington, LTD Planning Administrator, introduced Jim Branch of Branch Engineering, the District's consultant on this project. She then gave a slide presentation of the present situation showing sidewalk and automobile/bus traffic congestion and said that the key to the LTD recommendation is wider sidewalks on the north side of 10th Avenue, with the buses stopping on the north side and two-way traffic on that street. She stated that they had looked at available business space on the north side of the street and would like a long-term lease in the Ardel Building for the LTD Customer Services Center. She said that the emphasis of the recommendation is on moving the buses around the mall.

<u>Presentation of District Recommendations</u>: Ms. Bevington and Mr. Branch, using visual aids, explained in detail the District's recommendations for the downtown transit facilities and contraflow plan.

<u>Questions from LTD/ERA Board Members</u>: Some discussion was held on the feasibility/advisability of two-way traffic on 10th and one-way traffic on 8th Avenues. Ms. Bevington explained that there is a higher conflict on 8th for turning because of the high volume of traffic, and this proposal was made in response to input from downtown businesses. She said the District would also be agreeable to having a bus-only lane on those streets and leaving the auto traffic one-way. In response to a question about why contraflow was necessary, Ms. Bevington explained that any other plan would force people to cross busy streets either to get to the mall or to transfer from one bus to another on the other side of the mall. She said that the buses generate a lot of pedestrian traffic and the contraflow plan would unload people onto the mall and into the areas of business.

Mr. Branch stated that Branch Engineering and LTD had tried to adhere as closely as possible to the Downtown Transportation Study. Dr. Loomis suggested cutting 8th from three lanes going west to two, in order to eliminate the proposed expense for cutting into the block for the bus pullout. Mr. Branch stated that this could be evaluated.

A question was asked regarding the number of square feet needed for the proposed Customer Services Center. Mr. Branch stated that the 1340 square feet estimate would include (1) a passenger waiting area with seating (outside shelters will not have a lot of seating in the hopes of controlling loitering); (2) an area for selling tokens, etc., (3) and the possibility of housing compatible businesses (impulse items such as newspapers, flowers, etc.) and ticket and information outlets. Ms. Bevington commented that this plan would probably not eliminate loitering, but would attract other kinds of people to downtown and transit.

Dr. Loomis thought the project was too expensive and recommended that money be saved on passenger shelters, the Customer Service Center, graphics and information, and other areas where possible. Ms. Bevington commented that if the City of Eugene wanted to use City staff to change signals, money could be saved there.

Pat Decker of the City of Eugene Planning Department commented that keeping one-way traffic on 10th is consistent with the T-2000 plan, but two-way traffic would be a significant departure. She thought the bulk of the proposal was consistent with the T-2000 and could proceed while the City Council reviewed the discrepancies.

In discussing the need for space in the Ardel Building as opposed to the Atrium or another place along 10th, Ms. Loobey stated that with the changes the District made in midday service, the people using the waiting area are the elderly and school children, who wait away from the crowds and weather, and need a place close to the buses to sit. Ms. Bevington thought that people will not be waiting or loitering in the Atrium because they will go where they can buy fastpasses and tokens and obtain bus information.

Mr. Langton and Dr. Loomis thought that if less could be done on the project and still fit with the ultimate downtown transportation plan, it would be better because local funds were being spent. Ms. Bevington asked for authorization for the ERA staff to work with LTD staff to negotiate which parts of the project will be paid for by each agency, and thought that the ERA would be involved with at least 50% of the total cost.

Ms. Bevington commented that the timeline depends on interaction with involved agencies and the decisions about cost-sharing. She thought the project could possibly begin next year and should take about two months to complete.

Mr. Swanson said that he would take this issue to the ERA for their December 2, 1981 meeting and that LTD would make a presentation to the DDB and the EDA before then. He made the following comments: (1) he thought LTD needed more input and consensus from the other agencies; (2) 8th street should be studied as two-lanes, with the street being used as a staging area; (3) the use of the Ardel Building would have to be taken to the ERA for discussion; and (4) an important topic for discussion is who will pay for what.

Since the DDB and EDA would not be meeting until after the next ERA meeting, Mr. Swanson thought perhaps the ERA could have a second meeting in December to hear input from the DDB and EDA.

There was no further discussion, and Mr. Kohnen thanked the Eugene Renewal Agency Board members and other interested persons for attending. This portion of the regular LTD Board of Directors meeting was adjourned at 9:40 p.m.

AUDIENCE PARTICIPATION: Following a brief recess, Mr. Kohnen asked for participation from members of the audience. There was none.

MOTION — APPROVAL OF MINUTES: Dr. Loomis moved that the minutes of the October 20, 1981 regular meeting and the November 10, 1981 special meeting be approved as

VOTE — distributed. Mr. Langton seconded and the motion carried on a unanimous vote.

CURB-TO-CURB CONTRACT: Leon Skiles, LTD Service Analyst, discussed the memo on page 23 of the November 17 agenda packet, saying that the action requested represented a major step in implementation of the Transition Plan. He reviewed the selection process and the criteria used in deciding to pursue a contract with Special Mobility Services (SMS), and then introduced the Director and Associate Director of SMS, Karen Haber and Fred Stoffer, respectively.

After reviewing the two phases of the proposed contract, as explained on page 25 of the Board packet, Mr. Skiles stressed that there will be no alteration in the level, quality, or type of service being offered, with no increase or decrease in operation.

MOTION — Dr. Loomis moved that the Board adopt the staff recommendation that the Board authorize the General Manager to enter into a contract for frail elderly/handicapped transportation with Special Mobility Services, Inc. for an amount not to exceed $525,000 (Bid File #81-12). Mr. Langton seconded the motion.

MOTION — Mr. Randall then moved to amend the motion to provide for a full report of the operation not later than April, 1983, to be submitted to the Board for their consideration. Dr. Loomis seconded.

Mr. Randall said the reason for his amendment was for the Board to be able to monitor the process to be sure the program is working in mid-term in-

VOTE ON AMENDMENT — stead of waiting until the end of the contract. The question was called and the motion to amend the main motion carried unanimously.

Mr. Kohnen asked how SMS would be paid. Mr. Skiles replied that they would be paid monthly based on actual expenditures, with a maximum contract value each fiscal year. He further explained that SMS is a non-profit organization and cannot have a deficit or profit, so it must be run on actual expenditures. He said that the $525,000 had been broken down in the contract to a maximum contract value for each fiscal year (one-quarter of the $525,000 for this fiscal year, one-half during FY 82-83, and one-quarter again in FY 83-84). SMS must provide a budget before each fiscal year and cannot expend more money without prior approval, in the same way that the District's budget committee and Board work. Mr. Skiles also stated that LTD will monitor SMS's flow of expenditures.

VOTE The question was called, and the motion as amended carried on a unanimous vote.

INTRODUCTION OF NEW BOARD MEMBER: Mr. Kohnen introduced Janice Eberly, who was in the audience, as the person appointed by Governor Atiyeh to serve in the position vacated by Richard Booth. Ms. Eberly gave her address as 2647 Terrace View, Eugene.

RECOMMENDATION OF STAFF SALARY SUBOOMMITTEE: Mr. Langton stated that the General Manager's salary was not included in the recommendation in the memo on page 28 of the agenda packet. He said her current salary is predicated on an initial starting salary somewhat below what was paid to her predecessor, and that lower starting salary had been set on the premise that her salary would be brought into line as time passed. He said her present salary is below that of comparable jobs at comparable properties.

MOTION Mr. Langton then moved that the recommendation of the subcommittee be adopted, with the addition that the salary of the General Manager be included in the 10% and 2% adjustments; bearing in mind that this adjustment is made in light of the present economic situation. Mr. Randall seconded the motion.

VOTE With no futher discussion, the motion carried on a unanimous vote. A copy of the subcommittee recommendation, as amended by this motion, is attached.

MOTION SALARIED EMPLOYEES RETIREMENT PLAN: Mr. Randall moved that the Board adopt the Fifth Amendment to the LTD Salaried Employees Retirement Plan as enclosed in the agenda packet for that meeting. Mr. Langton seconded, and

VOTE the motion carried unanimously. A copy of that amendment is attached.

LEGAL COUNSEL FOR 13(c) AGREEMENT: Mr. Randall said he wanted to bring to the Board his concerns, as he did two meetings ago, about the Board becoming involved in this matter. He said he had asked that the legal counsel for the District research 13(c) and report to the Board, and he had not seen that report.

MOTION Mr. Randall then moved that this matter be taken up at the next regular meeting of the Board rather than at that night's meeting. He hoped to receive some idea of whether or not the District would be spending money in vain or if

MOTION DIES there would be a good chance for success--what the results were in other cases. Mr. Randall's motion died for lack of a second.

Ms. Loobey responded by stating that two issues were involved: (1) binding interest arbitration in Paragraph (9), which was the issue before the Board in September. She said there had been a rash of law suits and the District was waiting to hear the results of two recent suits; and (2) which 13(c) agreement the District will sign off on in regard to the current grant. She said that in this regard, there has been no current action and the District is merely using experienced 13(c) attorneys to negotiate this. She went on to say that negotiations for the 13(c) agreement have been done between the Department of Labor and any transit property that uses Federal funds, and that there are many individual transit property 13(c) agreements and no retrieval file for our access.

Ms. Loobey further stated that it is the staff's belief that a stipulated provision is not valid for all time just because it has once been negotiated, and that the District should sign off on no more than is required by national policy in the national model agreement. She said that because the District's legal counsel is not a labor attorney she had been in contact with the two top 13(c) attorneys and they had given about 30 hours of their time at no cost to the District.

In response to a concern voiced by Mr. Randall, Ms. Loobey stated that staff would not spend the $50,000 already authorized and then come back to the Board to ask for more without telling the Board what the chances of success are, inasmuch as it is possible to determine success in any negotiation. She added that staff would not ask to proceed upon receiving advice not to do so from the labor attorneys. Ms. Loobey said that the District could drop the 13(c) issue and work on it at a different time, but staff are trying to work on it now so there is no delay in Section 5 funding coming to the District.

MOTION

Mr. Herbert moved that the Board adopt the staff recommendation that the Board authorize the staff to commit a portion of the previously approved $50,000 to resolve the question of 13(c) binding arbitration to legal assistance to insure an acceptable 13(c) agreement for the current application for operating assistance, with the addition of requiring a progress report to the Board at the next Board meeting. Mr. Langton seconded the motion. With no further discussion, the motion carried 5 to 1, with Mr. Randall voting in opposition and all others in favor.

VOTE

<u>OREGON MASS TRANSIT FINANCING AUTHORITY REPRESENTATIVE:</u> Mr. Kohnen recommended that, since his term on the LTD Board is ending soon and an OMTFA meeting will be held in December, Ted Langton be appointed to the position of LTD representative to OMTFA effective December 3, 1981. Mr. Herbert moved that the Board approve Mr. Kohnen's recommendation, and Dr. Loomis seconded.

MOTION

MOTION TO AMEND

Mr. Randall moved to amend the motion to read that Mr. Langton would be appointed effective December 3 only if Mr. Kohnen's replacement would be announced before that time, so that the effective date would be when Mr. Kohnen's term is over and he would serve until that time. Dr. Loomis seconded this motion, and it carried on a unanimous vote.

VOTE ON AMENDMENT

The vote was then taken on the main motion as amended, which carried unanimously.

VOTE

This completed the items for action scheduled for this meeting. It was decided to dispense with the items for information since they were explained in the agenda packet.

Ms. Loobey stated that the Secretary of State's office had completed the subdistricting and will proceed with appointments and confirmations to the LTD Board of Directors. Since confirmation hearings are held only when there is a group of appointments to be confirmed, Board members whose appointments expire December 3 will continue to serve until an appointment is made. Because of the new subdistricts, she said, Mr. Langton's reappointment results in his replacing Ms. Roemer. Peter Brandt will begin his term on January 4 to replace Dr. Loomis, who resigned from the Board. Dr. Loomis stated that he will not be able to attend the December Board meeting. He said he had enjoyed being on the Board and hoped that his discussions and decisions have been helpful.

Mr. Kohnen thanked both Carolyn Roemer and Robert Loomis, who were attending their last meeting as members of the Board.

With no further discussion, the meeting was duly adjourned at 10:55 p.m.

Richard A Booth

Secretary

LANE TRANSIT DISTRICT

November 11, 1981

To: Board of Directors

From: Ted Langton, Chairman of Subcommittee on Administrative Salaries

Re: Administrative Salaries for FY 1981-82

The Subcommittee on Administrative Salaries met on Monday, November 9, 1981 to discuss administrative salaries for FY 1981-82. As a basis for the discussion, the committee reviewed analyses comparing the District's current salaries with current salaries for comparable positions in units of local government and West Coast transit properties of similar size. Principally, the analyses showed continued deterioration of the District's relative compensation position.

If management salaries were adjusted to a parity position with the comparison data - an average of 25% across the board, retroactive to July 1, 1981 - the total budgeted cost would be $993,750; an increase of $198,750 over FY 1981-82 budgeted cost of $795,000. The committee realizes that it is economically and politically unrealistic to think in these terms, but feels that the Board, through policy directive, should acknowledge this continuing problem and set a future course to close the disparity.

As a further basis of comparison, District administrative salaries have increased an average of 30.4% since 1978 and, correspondingly, District bargaining unit employees, who have had contractual cost-of-living adjustments every six months, have increased 40.8%. The consumer price index has increased 44% during this time.

As a final note, even with the adoption of the following recommendations, the District will find its administrative salaries significantly below the average for similar levels of positions with like duties, functions and responsibilities in our local community and the District's community of interest.

IT IS RECOMMENDED:

- That a 10% across-the-board salary adjustment, retroactive to July 1, 1981, and a 2% across-the-board salary adjustment effective January 1, 1982 be adopted for administrative staff for FY 1981-82. (A comparison of the current salary structure and the recommended July 1 and January 1 salary structures is attached).

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- That staff be directed to develop and prepare to implement in FY 1982-83 a performance-based salary administration plan, and

- That the Board adopt a policy directive that will lead to a position of salary comparability for District salaried staff with positions of like duties, functions and responsibilities with public and private sector employers of similar size.

- That the salary of the General Manager be included in the 10% and 2% adjustments; bearing in mind that this adjustment is made in light of the present economic situation.

TL:cf

LANE TRANSIT DISTRICT

SALARIED EMPLOYEES' RETIREMENT PLAN

RETIREMENT PLAN - FIFTH AMENDMENT

PARTY:

LANE TRANSIT DISTRICT (which is the assumed business name of Lane County Mass Transit District and herein referred to as "Employer")

RECITALS:

A. Effective July 1, 1975 the Employer adopted a Salaried Employees' Retirement Plan. Subsequent to that date four amendments have been made to the Plan.

B. The Employer desires to further amend the Plan in certain respects.

NOW, THEREFORE, the following section of the Plan is hereby amended effective July 1, 1981 as follows:

Section VIII- Retirement Benefits

Paragraph 8.8 at page 21c.

DATED this ____ day of November, 1981.

LANE TRANSIT DISTRICT

By:______________________________

quarterly, or pay a lump-sum Actuarial Equivalent of the retirement benefit in full settlement of all obligations under the Plan. Any such lump-sum payment shall be made within two years of the termination of membership.

8.7 Missing Person Forfeiture and Reinstatement. A Member's vested retirement benefit shall be forfeited within three years after the date on which such Member's benefit is payable to any person under the Plan if such payment cannot be made because the identity or whereabouts of said person cannot be ascertained. The Retirement Committee's determination of when such payment cannot be made shall be final. The Retirement Committee shall mail notices at least once each year during such three-year period to the person, if any, who it has reason to believe is entitled to such payment. Such notices shall be mailed to the last-known address of such person as shown on the books of the Retirement Committee or Employer. Notwithstanding the foregoing, if, at any time subsequent to the forfeiture, the person entitled makes a claim to the Retirement Committee for such payment, the amount of the forfeiture shall be reinstated and the payment made to such person.

8.8 Termination of Employment. The Retirement Committee may, in its discretion, distribute the accrued retirement benefit to a Member upon the Member's termination of employment (hereinafter "Former Member") for any reason and without the consent of the Former Member if the lump sum Actuarial Equivalent of the accrued retirement benefit is equal to or less than One Thousand Seven Hundred Fifty Dollars ($1,750) in full settlement of all obligations under the

Plan. In addition, the Retirement Committee may in its discretion, but only if the Former Member consents in writing, distribute the accrued Retirement Benefit to a Former Member upon the Former Member's termination of employment for any reason if the lump sum Actuarial Equivalent of the accrued Retirement Benefit is greater than One Thousand Seven Hundred Fifty Dollars ($1,750) but is equal to or less than Five Thousand Dollars ($5,000) in full settlement of all obligations under the Plan. Such payment may be made as soon as practicable after termination of employment and shall be made subject to the following conditions:

8.8.1 If the Former Member is not fully vested pursuant to Section IX and resumes employment before a break in service or is fully vested pursuant to Section IX, the Former Member shall resume participation hereunder, as if no termination had occurred, upon reemployment; except that upon subsequent payment of any benefits under the Plan, such benefits shall be reduced by the actuarial equivalent value of any benefits previously paid to the Former Member under the Plan.

8.8.2 If the Former Member is not fully vested pursuant to Section IX and resumes employment after a break in service, Section 4.4 shall apply except that upon the subsequent payment of any benefits under the Plan, such benefits shall be reduced by the actuarial equivalent value of any benefits previously paid to the Former Member under the Plan.

8.8.3 In no event shall any Former Member receive a duplication in benefits as a result of his termination of employment and reemployment. Therefore, the total benefits received under the Plan shall not exceed those benefits to which the Former Member would have been entitled if all of his periods of participation had been one continuous period without interruption.