



RESOLUTION NO. 2025-03-12-06

AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO A CONTRACT AMENDMENT WITH PIVOT ARCHITECTURE FOR THE PURPOSE OF ARCHITECTURAL AND ENGINEERING SERVICES FOR THE OPERATIONS COMMAND CENTER (OCC) TRASH ENCLOSURE AND ACCESS DRIVE

WHEREAS, Lane Transit District (“LTD”) entered into contract with PIVOT Architecture P.C., pursuant to the requirements of the Oregon Public Contracting Code, Oregon Administrative Rules Ch. 137, Divisions 46-49, and LTD’s Procurement Policy, as well as any Federal Transit Administration requirements, as applicable, on August 31, 2022, resulting in Contract #2022-01-OCC for Architectural & Engineering Services of the Operations Command Center (OCC).

WHEREAS, Resolution No. 2022-05-06-15-030 authorized the Chief Executive Officer to enter into a contract with PIVOT Architecture with a Not-to-Exceed (“NTE”) amount of \$1,300,000.00 and with \$130,000.00 in amendment authority;

WHEREAS, the contract was was executed at an NTE of \$1,367,035.41 following negotiation;

WHEREAS, Amendment One increased the NTE amount by \$51,321.17 to a total of \$1,418,356.58;

WHEREAS, OAR 137-049-0910 (4) provides that LTD may amend a contract without additional competition if the amendment is within the general scope of the original Procurement, the field of competition and contractor selection would not likely have been affected by the modification, and that the amendment is consistent with applicable legal requirements;

WHEREAS, the City of Springfield requires additional construction features for the District to qualify for certain permitting on this project;

WHEREAS, the field of competition and Contractor selection would not likely have been affected by this contract modification;

WHEREAS, the change contemplated by this Amendment falls within the scope of the original contract agreement;

WHEREAS, Amendment Two will increase the Contract value by \$46,956.00 for architecture and engineering services for a trash enclosure and an access driveway on the OCC project;

WHEREAS, the Finance Committee reviewed the Agenda Item Summary regarding the proposed contract amendment between LTD and PIVOT Architecture on March 12, 2025, and recommended Board adoption of the proposed resolution; and

WHEREAS, pursuant to LTD resolution No. 2024-08-21-023, the LTD Board of Directors is the LTD Contract Review Board and delegated to the Chief Executive Officer the authority and responsibility to approve and execute contract amendments and change orders that do not exceed \$250,000 or twenty percent (20%) of the initial contract, whichever is less.



NOW, THEREFORE, BE IT RESOLVED by the LTD Board of Directors, acting as the LTD Contract Review Board, that:

The Chief Executive Officer, or designee, is hereby authorized to: (a) negotiate and enter into a contract amendment with PIVOT Architecture for the purpose of A&E design services for Trash Enclosure and Access Driveway in an amount not to exceed \$ 46,956.00; (b) increase the contract Not To Exceed to \$1,476,956.00 and (c) as needed, execute further amendments to the contract not to exceed a cumulative total of \$9,391.20 (20% of this contract amendment).

ADOPTED BY THE LANE TRANSIT DISTRICT BOARD OF DIRECTORS ON THIS 12 DAY OF March, 2025.

Gino Grimaldi
Gino Grimaldi (Mar 12, 2025 18:22 PDT)

Gino Grimaldi, Board President



RESOLUTION NO. 2025-03-12-07

AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO A CONTRACT WITH MODEL 1 COMMERCIAL VEHICLES, INC. FOR THE PURPOSE OF REPLACING TWO CUTAWAY BUSES FOR REVENUE SERVICE WITH LTD'S RIDESOURCE SERVICE

WHEREAS, LTD is in need of replacement vehicles for two (2) ADA-compliant cutaway buses with two (2) ADA-compliant transit style vans.

WHEREAS, LTD's Fiscal Year 2026-2027 Budget incorporates STIF formula funds, from the FY26 and FY27 STIF Formula Plan for vehicle replacements.

WHEREAS, the Oregon Public Contracting Code and the LTD Procurement Policy require that all contracts for goods, services, or public improvement projects be based upon competitive bids or proposals, unless an exception applies;

WHEREAS, LTD followed the purchase of vehicles from the State of Oregon Contract, pursuant to the requirements of the Oregon Public Contracting Code, Oregon Administrative Rules Ch.137, Divisions 46-49, and LTD's Procurement Policy, as well as any Federal Transit Administration requirements, as applicable;

WHEREAS, pursuant to LTD resolution No. 2024-08-21-023, the LTD Board of Directors is the LTD Contract Review Board and is required to authorize all contracts that exceed \$250,000.

NOW, THEREFORE, BE IT RESOLVED by the LTD Board of Directors, acting as the LTD Contract Review Board that:

Once any protest period has passed and no protests being received and/or such protests being resolved in accordance with Oregon law and the LTD Procurement Policy, the Chief Executive Officer, or designee, is hereby authorized to: (a) negotiate and enter into a contract with Model 1 Commercial Vehicles, Inc. for the purpose of purchasing RideSource Replacement Vehicles in an amount not to exceed \$349,608.00; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of \$69,921.60.

ADOPTED BY THE LANE TRANSIT DISTRICT BOARD OF DIRECTORS ON THIS 12 DAY OF MARCH, 2025.

Gino Grimaldi
Gino Grimaldi (Mar 12, 2025 18:22 PDT)

Gino Grimaldi, Board President



RESOLUTION NO. 2025-03-12-08

AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO ENTER INTO A CONTRACT WITH MODEL 1 COMMERCIAL VEHICLES, INC. FOR THE PURPOSE OF REPLACING TWO CUTAWAY BUSES FOR REVENUE SERVICE WITH LTD'S SOUTH LANE WHEELS SERVICE

WHEREAS, LTD is in need of replacement vehicles for two (2) ADA-compliant cutaway buses with two (2) ADA-compliant transit style vans.

WHEREAS, LTD's Fiscal Year 2026-2027 Budget incorporates STIF formula funds, from the FY26 and FY27 STIF Formula Plan for vehicle replacements.

WHEREAS, the Oregon Public Contracting Code and the LTD Procurement Policy require that all contracts for goods, services, or public improvement projects be based upon competitive bids or proposals, unless an exception applies;

WHEREAS, LTD followed the process for purchase of vehicles from the State of Oregon Contract, pursuant to the requirements of the Oregon Public Contracting Code, Oregon Administrative Rules Ch.137, Divisions 46-49, and LTD's Procurement Policy, as well as any Federal Transit Administration requirements, as applicable;

WHEREAS, Model 1 Commercial Vehicles, Inc. was the responsive vendor for this contract purchase;

WHEREAS, pursuant to LTD resolution No. 2024-08-21-023, the LTD Board of Directors is the LTD Contract Review Board and is required to authorize all contracts that exceed \$250,000.

NOW, THEREFORE, BE IT RESOLVED by the LTD Board of Directors, acting as the LTD Contract Review Board that:

Once any protest period has passed and no protests being received and/or such protests being resolved in accordance with Oregon law and the LTD Procurement Policy, the Chief Executive Officer, or designee, is hereby authorized to: (a) negotiate and enter into a contract with Model 1 Commercial Vehicles, Inc. for the purpose of purchasing South Lane Wheels Replacement Vehicles in an amount not to exceed \$349,608.00; and (b) as needed, execute amendments to the contract not to exceed a cumulative total of \$69,921.60.

ADOPTED BY THE LANE TRANSIT DISTRICT BOARD OF DIRECTORS ON THIS 12 DAY OF MARCH, 2025.

Gino Grimaldi

Gino Grimaldi (Mar 12, 2025 18:22 PDT)

Gino Grimaldi, Board President



RESOLUTION NO. 2025-03-12-09

A RESOLUTION AUTHORIZING THE CEO TO ENTER INTO AN AGREEMENT WITH THE YMCA FOR THE SALE OF THE HUNSAKER PROPERTY ON CERTAIN TERMS

WHEREAS, Lane Transit District (“LTD”) purchased an eight-acre undeveloped parcel along River Road between Hunsaker Lane and Green Lane to pursue design and construction of the Santa Clara Transit Station;

WHEREAS, the Santa Clara Transit Station encompasses approximately three acres of the southern portion of the property, leaving approximately five acres (the “Hunsaker Property”) unused and no longer needed for public use;

WHEREAS, the LTD Board of Directors declared the Hunsaker Property as “surplus” property on February 19, 2025 in LTD Resolution No. 2025-02-19-05; and

WHEREAS, LTD and the Young Men Christian’s Association (the “YMCA”) have negotiated an agreement whereby LTD will sell the Hunsaker Property to the YMCA on the terms set forth in the Term Sheet, attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the LTD Board of Directors hereby authorize the LTD CEO, or designee, to negotiate and enter into a Purchase and Sale Agreement with the YMCA consistent with the terms set forth in the Term Sheet, attached hereto.

ADOPTED BY THE LANE TRANSIT DISTRICT BOARD OF DIRECTORS ON THIS 12 DAY OF MARCH, 2025.

Gino Grimaldi

Gino Grimaldi (Mar 12, 2025 18:22 PDT)

Gino Grimaldi, Board President

Outline of Terms for Lane Transit District Hunsaker Property

The following terms summarize the proposed agreement between Lane Transit District (“LTD”) and the Young Men’s Christian Association of Eugene (“YMCA”) regarding certain real property commonly referred to as the “Hunsaker Property”.

1. PROPERTY: The Hunsaker Property, Map No. 17-04-11-41, Tax Lot Nos. 9100, 9101, 9200, and 9300
2. PURCHASE PRICE: \$4,050,000
3. EARNEST MONEY: \$100,000 earnest money note on signing. Up to two additional earnest money notes of \$50,000 each for extending the inspection period, as described below. Prior earnest money notes are payable on each extension and are generally nonrefundable once paid. Earnest money will be applied against the purchase price.
4. INSPECTION PERIOD: 210 days from signing, with two options to extend the inspection period by 90-days each. Each extension requires additional earnest money notes, as described above. Buyer can terminate at any time during the inspection period.
5. CLOSING: Closing will occur within 60-days after the inspection period terminates.
6. PAYMENT: Buyer will pay \$1,000,000 at closing (including the earnest money) toward the purchase price and will deliver a promissory note for the balance of the purchase price, which will bear interest at a rate of 5% simple interest per annum. The promissory note will require payment of an additional \$1,000,000 principal payment on the first anniversary of closing and payment of the balance on the second anniversary of closing. The promissory note will be secured by a trust deed on the property.





March Special Board Meeting Resolutions 20250312

Final Audit Report

2025-03-13

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