Questions for the UO Senate Meeting  January 12, 2011
In response to Senate Resolution US10/11-04

1. Intention vs. Action
The University contends that all that is needed to withdraw from the Intergovernmental Agreement between the State Board, the University, and the City of Eugene is an intention to terminate. However, Section 16 of the IGA states that.

“No amendment or variation of the terms and conditions of this Agreement shall be valid unless the same is in writing and signed by all of the parties”.

Question 1: Can the University produce a signed document that proves that the three parties to the Agreement have agreed to modified terms or dissolution of the 1986 IGA?

Question 2: Can the University produce a document demonstrating that the State Board of Higher Education has acknowledged that the City and the University have modified or dissolved the Intergovernmental Agreement?

2. Riverfront Research Park Commission
Regardless of whether or not the 1986 Intergovernmental Agreement is still in effect, the Riverfront Research Park Commission was established by an act of City Council to “provide a forum for public participation and public comment on plans and actions necessary for the development of the Riverfront Research Park property” (Ordinance 19366). This ordinance has no sunset provision and remains a law under City Code. It can only be rescinded by vote of city council or a vote by the electorate under the initiative process. Neither the City nor the University have provided evidence that the ordinance has been rescinded.

Question 3: How has the University maintained compliance with sections 2.220 through 2.226 of the Eugene City Code requiring the President to appoint members of the Riverfront Research Park Commission?

Question 4: Does the President intend to appoint persons to the Riverfront Research Park Commission in the future as required by City Code?

3. Legal and Financial Consequences
By advancing a project that has been consistently opposed by the students and the faculty for the entire duration of over 20 years, the University risks further disenfranchising the university community. Modifying the terms of the lease agreement with Trammel Crow may have legal consequences to the University. Continuing with the development without public oversight and on the currently-proposed building site is likely to result in further appeals to LUBA or the Circuit Court.

Question 5: Given that the developer has at this point not received financing nor spent any of their own
money on the project, what are the potential legal liabilities for the University should the proposed location of the development be changed, or the timeline be extended to allow for public oversight by the Commission?

**Question 6:** What is the likely cost to the University of legal appeals of the project to LUBA or the Circuit Court? How much money has the University spent in defending this controversial project in court thus far?

4. Land Transfer Conditions imposed by the State Board of Higher Education

The Conditions of Land Transfer were set by the Board of Higher Education in 1985 independent of the subsequent Intergovernmental Agreement. Section II requires both the City and University to select developers for the project. Section IV requires a Design Advisory Group consisting of at least five members of the University of Oregon faculty. Section IX requires a favorable review of progress jointly conducted by the City and University before land is made available for development in new sectors of the Research Park.

**Question 7:** Regardless of the status of the Intergovernmental agreement, the conditions of Land Transfer for the research park still stand. By what authority has the University been granted the right to develop state land into the Research Park unilaterally and without public review?

**Question 8:** The Design Advisory Group that met in 2008 to review the progress of the Research Park consisted of four UO administrators, two UO faculty, and one member of the business community. How did the membership of this committee comply with the terms of the Land Transfer Condition requiring five members of the UO faculty? *

**Question 9:** Can the University provide a document that modifies the terms of the Conditions of Land Transfer from 1985 thereby allowing the University to proceed with development of the Research Park unilaterally?

**Question 10:** How have the conditions for joint review of progress and the joint selection of the developer (City and UO) been met for the proposed ORI development?

5. Benefit to the University

For the proposed ORI project, over 4 acres of prime riverfront land will be leased to a Texas-based developed for about $27,000 a year for the next 55 years. This is about 1/10th of the fair market value of this land, as assessed by an independent consultant in 2004. In addition, the University has agreed to construct infrastructure and provide utilities to this development, at a cost of $1.1 to $1.4 Million dollars. After administrative and legal costs are added, this development appears to come at a net loss to the university.

**Question 11:** How did the university decide on the lease amount for this state owned land? Was there an open and fair bidding process?
Question 12: Can the university justify the lease of prime riverfront land to a private developer at a fraction of the market value?

* Members of the Design Advisory Committee in 2008

Tim King - Facilities Services
David Bon - Founder and CEO of Avant Assessments
Carole Daly - Development director
Ed Kame‘enui Dean - Knight Professor of Education
Dick Sloan - Undergraduate Coord.Inovation/Entrepreneurship at the Lundquist Ctr.
Glenda Utsey - Associate Professor Architecture
Stan Jones - Landscape Architecture