



CITY COUNCIL MEETING

March 05, 2024 at 7:10 PM

Boardman City Hall Council Chambers
AGENDA

1. CALL TO ORDER

2. FLAG SALUTE

3. ROLL CALL/EXCUSED ABSENCES

4. APPROVAL OF MINUTES

A. City Council Workshop - February 6, 2024

B. City Council Regular Meeting - February 6, 2024

5. FORMAL PROCEEDINGS

A. Supplemental Budget 2023-2024

6. FINANCIAL REPORT

A. Financial Report - January 2024

B. Financial Report - February 2024

7. PUBLIC COMMENT

A. Prearranged Presentation - Morrow County Schools, Boardman

B. Prearranged Presentation - Mike Lees, Anderson Perry - Capital Improvement Plan

C. Prearranged Presentation - Stephen Fuss, Boardman Rent Report

D. Prearranged Presentation - Nathan Wildfire, Missing Middle Housing Fund

8. OTHER PUBLIC COMMENT

INVITATION FOR PUBLIC COMMENT – The mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The mayor may limit comments to 3 minutes per person for a total of 30 minutes. Please complete a request to speak card prior to the meeting. Speakers may not yield their time to others.

A. Boardman Park & Recreation District - Report Only

B. Boardman Chamber of Commerce - Report Only

9. ACTION ITEMS - ORDINANCES

10. ACTION ITEMS - RESOLUTIONS

A. Resolution 4-2024 Acceptance of Donated Land

B. Resolution 5-2024 Land Purchase

C. Resolution 6-2024 Supplemental Budget 2023-2024

11. ACTION ITEMS - OTHER BUSINESS

12. DOCUMENT SIGNATURES

13. REPORTS, CORRESPONDENCE, AND DISCUSSION

A. Police Report

B. Building Department Report

C. Public Works Department Report

D. Committee Reports

E. City Manager

F. Councilors

G. Mayor

14. ADJOURNMENT

Zoom Meeting Link: <https://us02web.zoom.us/j/2860039400?omn=89202237716>

This meeting is being conducted with public access in-person and virtually in accordance with Oregon Public Meeting Law. If remote access to this meeting experiences technical difficulties or is disconnected and there continues to be a quorum of the council present, the meeting will continue.

The meeting location is accessible to persons with disabilities. Individuals needing special accommodations such as sign language, foreign language interpreters or equipment for the hearing impaired must request such services at least 48 hours prior to the meeting. To make your request, please contact a city clerk at 541-481-9252 (voice), or by e-mail at city.clerk@cityofboardman.com.



CITY COUNCIL WORKSHOP

February 06, 2024 at 6:00 PM

Boardman City Hall Council Chambers

MINUTES

1. CALL TO ORDER

Mayor Keefer called the City Council Workshop to order at 6:01 PM.

2. FLAG SALUTE

3. ROLL CALL/EXCUSED ABSENCES

PRESENT: Mayor Paul Keefer, Councilor Heather Baumgartner, Councilor Brenda Profitt, Councilor Ethan Salata, Councilor Cristina Cuevas, Councilor Richard Rockwell, and Councilor Karen Pettigrew.

Staff Present: City Manager Brandon Hammond, City Clerk Amanda Mickles, Building Clerk Jackie McCauley.

Audience: George Shimer - Boardman Park & Recreation District

4. REPORTS, CORRESPONDENCE, AND DISCUSSION

A. City of Boardman Charter of 1985

City Manager Hammond starts by saying page one of the packet is a general timeline for meetings and events leading up to finalizing the Charter update by the August 27th deadline to get the new Charter on the November ballot. All proposed language changes will go to City attorneys for final review. This is the time to go through the charter one section at a time to discuss any proposed changes.

Mayor Keefer stated he likes how the League of Oregon Cities (LOC) model cleans up and aligns with the state's charter, Councilor Baumgartner agreed. Councilor Salata stated he went through the whole document and chose which version of each section he liked better, item by item. The council decided to discuss each section as they work their way through the document.

Page 1 - Preamble - general consensus is to use the LOC model.

Section 1 - Title of enactment - general consensus is to use the LOC model as it is easier to understand.

Section 2 - Name of City - general consensus is to use the LOC model.

Section 3 - Boundaries - general consensus is to use the LOC model.

Section 4 - Powers of the City - general consensus is to use the LOC model.

Section 5 - Construction of Charter - general consensus is to use the LOC model.

Not currently in the Charter - Distribution - general consensus is to add the LOC model to the charter.

Section 6 - Where Powers Vested - "General Powers and Duties" general consensus is to use the LOC model.

Section 7 - Council - general consensus is to use the current Charter language. There was discussion around definitions of the words elected and appointed, citizens elect to vacant positions during the election cycle, the City Council appoints in case of vacancy. Nominations are not accepted for the vacancies, an individual must apply.

Section 8 - Council Members - general consensus is to use the current Charter language.

Section 9 - Mayor - general consensus is to use the LOC model.

Section 10 - Appointment of Officers - City Manager Hammond will get further information about what the officers means. Council does not hire the recorder, the City Manager hires a clerk.

Section 11 - Salaries - City Manager Hammond will clarify the language addition for the Merit Systems as this is not something the City currently practices. Discussion was around the possibility of demotion, suspension, layoff or dismissal of an employee. Mayor Keefer stated he feels like this is overstepping on their part. An information update to any issues arising would be appropriate, but being part of the process would be inappropriate on the Council's part. Councilor Cuevas stated it says the council will determine the rules governing those areas, not that the council would act on any portion.

Section 12 - Qualifications of Officers - general consensus is to use the LOC model. There was a clarification of the reasoning behind this section. Councilors explained a person should not be on the council and be a city employee. Mayor Keefer stated the Ethics Commission says they can be both. Councilor Salata asked if the Ethics Commission is what governs the City. Councilor Pettigrew clarified the Charter is what governs the council, the ethics commission is there for the community to ensure the council is acting appropriately.

Section 13 - Meetings - general consensus is to use the LOC model.

Section 14 - Quorum - general consensus is to use the LOC model. With clarification of section 7.9 referenced in LOC model. The referenced section refers to vacancies on the council referred to in section 30 of the current charter.

Section 15 - Record of Proceedings - general consensus is to use the LOC model.

Section 16 - Meetings to be in Public - City Manager Hammond will get more information since the LOC model does not have anything.

Section 17 - Mayor's Functions at Council Meetings - general consensus is to use the LOC model.

Section 18 - President of the Council - general consensus is to use the current charter and include the language from the LOC model.

Section 19 - Vote Required - general consensus is to use the LOC model.

Not currently in the Charter - Rules - the council would like further information on whether this needs to be added to the charter or not.

Section 20 - Mayor - general consensus is to use the current charter.

Section 21 - Recorder - general consensus is to remove this section as it specifies a certain position, when the charter already states the meeting must be recorded and the job description of the City Clerk is to be present to record meetings.

5. ADJOURNMENT

Mayor Keefer adjourned the City Council Workshop at 6:52 PM.

Paul Keefer – Mayor

Amanda Mickles – City Clerk



CITY COUNCIL MEETING

February 06, 2024 at 7:00 PM

Boardman City Hall Council Chambers MINUTES

1. CALL TO ORDER

Mayor Keefer called the meeting to order at 7:00 PM and led the Pledge of Allegiance.

2. ROLL CALL/EXCUSED ABSENCES

Present: Mayor Paul Keefer, Councilor Heather Baumgartner, Councilor Brenda Profitt, Councilor Ethan Salata, Councilor Cristina Cuevas, Councilor Richard Rockwell, Councilor Karen Pettigrew.

Staff Present: Carla McLane - Planning Official, Toni Connell - Utility Clerk, Jose Fernandez - Code Compliance/Animal Control, Amanda Mickles - City Clerk, Jackie McCauley - Building Clerk, Rolf Prag - Public Works Director, Brandon Hammond - City Manager, Loren Dieter - Interim Police Chief, Glenn McIntire - Building Official.

Audience: Bella Brons, George Shimer - Boardman Parks and Rec, Patricia Andreason, Judith Escobedo.

Zoom: Jonathan Tallman, Stephen Fuss, Chris Crean - City Attorney, and Amy French.

3. APPROVAL OF MINUTES

A. City Council Meeting Minutes January 2, 2024 - Regular Meeting

Motion to approve the minutes of the January 2, 2024 regular meeting as presented.

Motion made by Councilor Profitt, Seconded by Councilor Baumgartner.

Voting Yea: Mayor Keefer, Councilor Baumgartner, Councilor Profitt, Councilor Salata, Councilor Cuevas, Councilor Rockwell, Councilor Pettigrew

4. FORMAL PROCEEDINGS

A. Public Hearing - Sale of Surplus Property - NE Front Street (Lots 4 & 5)

Mayor Keefer opened the public hearing at 7:04 PM on the sale of surplus property located on NE Front Street, specifically Morrow County Tax Map 4N 25 09DA, tax lots 500 and 600.

Mayor Keefer asked councilors to disclose and conflicts of interest. There were none.

Mayor Keefer asked if anyone challenged the impartiality of Councilors. There were none.

Staff report: City Manager Hammond stated when the land was declared surplus previously, the City failed to provide the appraisal amounts as required to sell the land. Mr. Hammond received appraised values from two land agents in an estimate of \$90,000 per acre or \$2.00 per square foot.

Mayor Keefer asked to hear from proponents. There were none.

Mayor Keefer asked to hear from opponents. There were none.

Mayor Keefer asked to hear neutral comments. There were none.

Mayor Keefer adjourned the hearing at 7:08 PM.

City Manager Hammond stated that in the future, the appraisal will be offered at the time property is declared surplus to meet all requirements for land sale. There was discussion clarifying the location of these specific lots, City Manager Hammond stated they are the dog park and the parking lot to the West. Further discussion was held around where the dog park would be moved, City Manager Hammond stated the plan is to relocate it between the splash pad and the skate park. Councilor Profitt stated concern of the dog park being right next to where children play. Council Rockwell stated his concern is patrons not cleaning up after their pets. City Manager Hammond stated there are no finalized plans.

B. Public Hearing - Sale of Surplus Property - Tower Road

Mayor Keefer opened the Public hearing at 7:16 PM on the sale of surplus property located on Parcel 1 of PARTITION PLAT 2014-15, in the County of Morrow and State of Oregon. This property is approximately 307 acres located on Tower Road.

Mayor Keefer asked councilors to disclose and conflicts of interest. There were none.

Mayor Keefer asked if anyone challenged the impartiality of Councilors. There were none.

Staff report: City Manager Hammond stated the appraiser completed an appraisal for this 307 acres on Tower Road and it came in at \$2.2 million. This piece of land is not as simple as the price per square foot differs due to the type of ground.

There was discussion around where this land is located and where city limits. Mayor Keefer asked the purpose of selling this land. City Manager Hammond stated there are interested buyers. Councilor Baumgartner confirmed this land was originally purchased for lagoons, City Manager Hammond agreed, Councilor Rockwell stated it's out in the county and the City has no use for the land. Councilor Profitt asked how close this land is to Three Mile Canyon Farms. Land is approximately 3/4 miles North of the farm. Councilor Rockwell asked where the funds from sale would go, Building Clerk McCauley stated the land was purchased from sewer funds, so the funds would go back into the sewer fund.

Mayor Keefer asked to hear from proponents. There were none.

Mayor Keefer asked to hear from opponents. There were none.

Mayor Keefer asked to hear neutral comments. There were none.

Mayor Keefer adjourned the hearing at 7:23 PM.

City Manager Hammond stated for simplicity, in the future, the appraisal will be offered when the land is deemed surplus.

5. FINANCIAL REPORT

A. Month Ending December 2023

City Manager Hammond stated the financial report is available for review with some notes from Finance Director Barajas. He stated due to the way Council meeting dates fall, there will be times it will be difficult to get the reports to the Council as not all transactions have been posted or banks statements are not available. Mayor Keefer asked if there were any question regarding the financial report, Councilor Pettigrew stated she appreciated having the notes from Finance Director Barajas. Councilor Pettigrew asked which sewer account the sale proceeds from the Tower Road would go into, Building Clerk McCauley stated she could not speak to that.

6. PUBLIC COMMENT

A. Prearranged Presentation - Morrow County Schools, Boardman

Windy River Elementary Student Body President Bella Brons and Vice President Judith Escobedo spoke to the Council about events happening in their school. In January, students participated in a canned food drive that benefited the Boardman Food Pantry. February will include a student led Valentine's day door decorating contest where the winner will receive donuts and the ASB is working on planning an assembly with a guest speaker and mini games. Councilors commended the students on representing Windy River well and offered words of encouragement.

B. Other Public Comment

Stephen Fuss asked when attending the meetings online, how to best way to notify the council of attendees intent to speak in the public comment. Mayor Keefer stated the chat section is best and notify as early as possible. Mr. Fuss also mentioned that the new City website looks really nice.

George Shimer - Boardman Park and Rec, stated they received a \$5000 grant to pay for memberships for seniors to use the Rec Center facilities. Come daily, weekly, monthly, it does not matter, there is an option for the senior citizens of Boardman to utilize the facility at no cost to them. Mr. Shimer also shared his personal opinion on the Charter update that the Council is working on. The Council is elected by the people in the community, when someone is appointed, it takes the choice out of the community's hands. The choice should not be in the power of the Council to appoint, it should be left up to the community to elect.

7. ACTION ITEMS - ORDINANCES

A. 1-2024 - Boardman Development Code Amendment to Section 3.4.000.B

Planning Official McLane stated the documents are the adopted ordinance, City Attorney response to the Tallman Attorney letters, and the language change. The Council approved this Amendment to the Boardman Development Code at the January 2, 2024 regular meeting to amend code so the City may defer compliance with one or more of the development standards for a public improvement project constructed by the City or other public agency if the City finds that the improvements required by the standards are likely to be provided by development of the adjacent property. Planning Official McLane stated the City has included an emergency clause because of the LUBA appeal for the Loop Road, not to address the appeal, but to accomplish the remand requirements. Once this is in place, the City will reissue the permits for the Loop Road that is subject to the remand. This is not only applicable to the Devin Loop and Yates Lane project, but to any future City project that is accomplished.

Motion to read by title only Ordinance No. 1 – 2024 an ordinance amending the Boardman Development Code Chapter 3.4 Public Facilities Standards Section 3.4.000 purpose and applicability item b. Applicability to allow the City to defer certain public improvements.

Motion made by Councilor Baumgartner, Seconded by Councilor Profitt.
Voting Yea: Mayor Keefer, Councilor Baumgartner, Councilor Profitt, Councilor Salata, Councilor Cuevas, Councilor Rockwell, Councilor Pettigrew

City Manager Hammond read Ordinance No. 1 – 2024 an ordinance amending the Boardman Development Code Chapter 3.4 Public Facilities Standards Section 3.4.000 purpose and applicability item b. Applicability to allow the City to defer certain public improvements.

Motion to approve Ordinance No. 1 – 2024 an ordinance amending the Boardman Development Code Chapter 3.4 Public Facilities Standards Section 3.4.000 purpose and applicability item b. Applicability to allow the City to defer certain public improvements.

Motion made by Councilor Baumgartner, Seconded by Councilor Rockwell.
Voting Yea: Mayor Keefer, Councilor Baumgartner, Councilor Profitt, Councilor Salata, Councilor Cuevas, Councilor Rockwell, Councilor Pettigrew

B. 2-2024 – Animal Control Review Changes to Chapter 6 of Municipal Code

City Manager Hammond stated Jose Fernandez, Code Compliance/Animal Control, will share the staff report. City Manager Hammond said Jose has done a tremendous job in difficult situations, and has been able to connect with residents while finding a resolution. The proposed amendment to the code has been initiated by Jose in a way that respects the position and enables Code Compliance/Animal Control to have the tools needed to do a good job.

Jose Fernandez, Code Compliance/Animal Control stated the red lined document shows all proposed language changes. The process was identifying areas in the current code that needed further clarification, cleaned up some layout to remove redundancy, create better flow of the code, and outline the process. These changes will make the code easier to understand by the citizens and allows the Animal Control Officer to effectively implement and enforce the code.

Councilor Baumgartner stated there have been some community members present who want for chickens within city limits and would like to know why the City has not taken this into consideration. Mr. Fernandez stated this will be another process, but will be starting work on it soon.

Councilor Profitt asked if the proposed change to the code would give the authority needed to take care of dangerous dogs. Mr. Fernandez says yes, the language change clarifies the difference in menacing and dangerous dogs.

Motion to read by title only Ordinance 2-2024 An Ordinance Amending the Boardman Municipal Code Title 6 Animal Control.

Motion made by Councilor Baumgartner, Seconded by Councilor Profitt.
Voting Yea: Mayor Keefer, Councilor Baumgartner, Councilor Profitt, Councilor Salata, Councilor Cuevas, Councilor Rockwell, Councilor Pettigrew.

City Manager Hammond read Ordinance 2-2024 An Ordinance Amending the Boardman Municipal Code Title 6 Animal Control.

Motion to approve Ordinance 2-2024 An Ordinance Amending the Boardman Municipal Code Title 6 Animal Control.

Motion made by Councilor Baumgartner, Seconded by Councilor Salata.
Voting Yea: Mayor Keefer, Councilor Baumgartner, Councilor Profitt, Councilor Salata, Councilor Cuevas, Councilor Rockwell, Councilor Pettigrew.

8. ACTION ITEMS - RESOLUTIONS

A. 3-2023 Declaring Surplus Vehicle – 2015 Ford F250

Public Works Director Rolf Prag stated the 2015 Ford F250 is in a shop in another town with a broken CAM, and has around 80,000 miles. A new motor will cost approximately \$10,000 to install, but there is no guarantee the same problem will not occur. The truck runs enough to take it to auction, so the truck will be transported to auction.

Councilor Salata asked if the utility box on the truck is removable. Public Works Director Prag stated the box is removable, however there is no use for it as the City will not purchase another 2015 Ford F250.

Motion to approve Resolution No. 3-2024 Declaring Surplus Vehicle – 2015 Ford F250

Motion made by Councilor Baumgartner, Seconded by Councilor Salata.
Voting Yea: Mayor Keefer, Councilor Baumgartner, Councilor Profitt, Councilor Salata, Councilor Cuevas, Councilor Rockwell, Councilor Pettigrew.

9. ACTION ITEMS - OTHER BUSINESS

A. Urban Renewal Agency Budget Committee

Approval of 2024-25 URA Budget Calendar
Reappointment of URA Budget Committee Members

- Dori Drago - Term Ending 12/31/23
- Stephen Fuss - Term ending 12/31/23
- Lisa Mittelsdorf - Term ending 12/31/23

Motion to approve Urban Renewal Agency 2024-25 Budget Calendar

Motion made by Councilor Rockwell, Seconded by Councilor Cuevas.
Voting Yea: Mayor Keefer, Councilor Baumgartner, Councilor Profitt, Councilor Salata, Councilor Cuevas, Councilor Rockwell, Councilor Pettigrew.

Motion to reappoint Urban Renewal Agency Budget Committee Members, Dori Drago, Stephen Fuss, and Lisa Mittelsdorf term ending 12/31/26

Motion made by Councilor Rockwell, Seconded by Councilor Cuevas.
Voting Yea: Mayor Keefer, Councilor Baumgartner, Councilor Profitt, Councilor Salata, Councilor Cuevas, Councilor Rockwell, Councilor Pettigrew.

10. REPORTS, CORRESPONDENCE, AND DISCUSSION

A. Police Report

Interim Police Chief Dieter stated he compared numbers from January of 2023 to January of 2024 the police department is up about 10 calls of service. 2022 total incidents 4128, 2023 total incidents 4642, about 500 incidents more. Larger population and more businesses naturally leads to more incidents. He also stated he looked at a week time period during the bad weather, the police department responded to 3 different MVA's and all were outside of their jurisdiction. He commended the public works department on their efforts in keeping the roads clear and safe for the community.

Councilor Pettigrew stated Officer Navarro completed his training and is patrolling on his own. This is a year long commitment to being away from home for the training. Councilor Rockwell stated he is appreciative that he was raised here and decided to come back here to raise his family.

B. Building Department Report

Building Official McIntire stated the numbers are down compared to the summer, and the City had a builder pull out. He also stated they are expecting the numbers to follow suit from last year and pick up again in the summer. Mayor Keefer stated the City Council was able to tour the new Building Department Expansion and asked if there will be an open house for the new section. Building Official McIntire said when the construction is complete and everyone is moved in, they will schedule an open house during evening hours.

C. Public Works Department Report

Public Works Director Prag stated there was 213.5 hours of overtime for plowing and sanding between January 13-22. The clean roads took a lot of time. Mayor Keefer stated the City worked really well with the school district by keeping roads and school parking lots cleared out as well as everywhere else public works can access. Mayor Keefer also stated the concerns came from areas where the City does not own the roads and they are not getting plowed. Individuals that reside in a trailer court or apartment complex are at the mercy of the property owners to clear roads and parking lots. Councilor Profitt mentioned that she is grateful there is not many hills, but where there is an incline, the areas were sanded well.

D. Committee Reports

E. City Manager

City Manager Hammond stated the new City website is live and there are many updates and corrections being made. The website is easy to navigate from a single page. Boardman Projects Page will be built and will show all current and upcoming projects with detailed information for each one. CREZ II awarded City of Boardman \$2.6 million. CREZ III approved the City's requested boundary expansion of 31 acres. The next Charter update workshop will be on March 5 at 6:00 PM. The next event will be a community outreach event for City Manager Hammond to determine the day and time. It will be an in person Open House setting. Councilor Rockwell suggested have the Charter update in person only and not offer it online. Councilor Cuevas suggested hosting it somewhere besides City Hall. City Council agreed. CIS Learning Center sent training videos to all Councilors to be completed by March 27th. Morrow County Small Cities Meeting brought all city managers together, it was a very beneficial conversation. Boardman, Irrigon, Heppner, and Lexington were in

attendance, lone had a conflict but will attend the next meeting. SE Front will begin construction in June. The upcoming NW Columbia project has advertised for bids.

Councilor Profitt asked about the location of the Bella Vista sidewalk. City Manager Hammond stated the City is in talks with the developer and Bella Vista to get it finalized. Councilor Profitt also asked when the public engagement will begin for the stoplight project. City Manager Hammond stated it will happen soon.

F. Councilors

Councilor Profitt stated she attended the first Housing Summit in January and is looking forward to the one on February 15. The group in attendance would like to bring in more company CEO's, managers, and community leaders to be part of the discussion around housing options in Boardman. She stated the summit presenter showed many different ways to develop housing that is affordable, quick, and fits the needs for middle income housing. There were a lot of ideas presented that would benefit the community. She expressed the need of people in the room that can make some decisions and put some money behind the need. Councilor Rockwell stated he would like to stay away from companies that will turn these properties into rentals. Councilor Pettigrew stated Stanfield has a developer building houses under \$200,000. Planning Official McLane stated the lots are smaller therefore reducing the price of the homes. City Manager Hammond stated the City is looking outside the box for housing solutions.

G. Mayor

Mayor Keefer directed City Manager Hammond to begin the public outreach regarding the stoplight project. Citizens should have a say in Front Street being right in-right out or closed.

11. EXECUTIVE SESSION

Mayor Keefer recessed the regular meeting at 8:22PM for the Council to hold Executive Session pursuant to ORS 192.660 (2)(e) regarding real estate.

A. Real Estate ORS 192.660 (2)(e)

Mayor Keefer recessed the regular meeting at 8:22PM for the Council to hold Executive Session pursuant to ORS 192.660 (2)(e) regarding real estate. He stated there would be no decisions or action taken during executive session and it should take less than 30 minutes.

12. ADJOURNMENT

Mayor Keefer resumed the regular meeting at 8:52 PM.

Mayor Keefer adjourned the regular meeting at 8:52 PM.

Paul Keefer – Mayor

Amanda Mickles – City Clerk

NOTICE OF SUPPLEMENTAL BUDGET HEARING

Section 5, Item A.

A public hearing on a proposed supplemental budget for Boardman, Oregon for the current fiscal year will be held at City Hall. The hearing will take place on 3/5/2024 at 7:10 PM. The purpose of the hearing is to discuss the supplemental budget with interested persons. A copy of the supplemental budget document may be inspected or obtained on or after 3/1/24 at City Hall, 200 City Center Circle, Boardman, OR., between the hours of 9 AM and 4 PM.

SUMMARY OF PROPOSED BUDGET CHANGES

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: GENERAL

Resource	Amount	Expenditure	Amount
		General Govt: Materials & Services	31,750
		Public Safety: Materials & Services	35,500
		Public Safety: Capital Outlay	75,300
		Facilities: Capital Outlay	20,000
		Non-Dept.: Capital Outlay	(60,000)
		Contingency	(102,550)
Revised Total Fund Resources	0	Revised Total Fund Requirements	-

Explanation of change(s):

We have a passthrough of an insurance claim and increased activity of general engineering services. The original budget omitted the full PD equipment amount and is included here. The purchase of an additional PD vehicle will be made instead of the General Government vehicle. The costs include upfitting, graphics, radio, scanner, camera, etc. This requires an intra-fund budget transfer. City Hall has not had any interior maintenance since it was built. All the carpet will be replaced and the interior will be painted. This will be a budget transfer. Contingency will decrease proportionately.

FUND: WATER

Resource	Amount	Expenditure	Amount
Grant	20,000	Materials & Services	103,500
		Contingency	(83,500)
Revised Total Fund Resources	20,000	Revised Total Fund Requirements	20,000

Explanation of change(s):

The City received a grant for a water feasibility study and would like to start this study as soon as possible. The grant will cover all its costs. In reviewing accounts, we need to issue some refunds to customers who overpaid. The new 1M gallon water reservoir is anticipated to be completed this year, and the additional power to fill it and sustain it may require more than originally budgeted. The need of additional water meters for new customers may exceed the amount originally budgeted. Operating contingency will decrease to cover these costs.

FUND: SEWER RESERVE

Resource	Amount	Expenditure	Amount
		Capital Outlay: Land Acquisition	215,000
		Contingency	(215,000)
Revised Total Fund Resources	-	Revised Total Fund Requirements	-

Explanation of change(s):

We anticipate finalizing the purchase of the land our new lagoon was constructed on, plus closing fees. Contingency will decrease to cover these costs.

FUND: STREET RESERVE

Resource	Amount	Expenditure	Amount
Grants	250,000	Capital Outlay	250,000
Revised Total Fund Resources	250,000	Revised Total Fund Requirements	250,000

Explanation of change(s):

Building Inspection expenditures increased due to increased activity in the Morrow County jurisdiction in building inspection services resulting in increased fees payable to Morrow County. Operating contingency will decrease to cover these costs.

FUND: BUILDING

Resource	Amount	Expenditure	Amount
		Materials & Services	242,000
		Contingency	(242,000)
Revised Total Fund Resources	-	Revised Total Fund Requirements	-

Explanation of change(s):

Building Inspection expenditures increased due to increased activity in the Morrow County jurisdiction in building inspection services resulting in increased fees payable to Morrow County. Operating contingency will decrease to cover these costs.

CITY OF BOARDMAN
Monthly Council Financial Statement
Period Ending January 31, 2024
Fiscal Year Elapsed 58.33%

FISCAL YEAR 2023-2024

REVENUE

FUND #	Fund Description	A			B			C		D		E		F	
		2023 - 2024 BUDGET	Beginning Cash C/Over	Revenue Received This Month	Year to Date Revenue	Total Revenue	Remaining Expectations (over budget)	% of Budget Received	Year to Date Expenditures This Month	Year to Date Expenditures	Unexpended Budget	% of Budget	Fund Balance	Fund #	
100	General Government	836,545	2,919,836.61	162,820	6,175,695	9,095,532	6,497,368	58.33%	58,914	352,247	484,298	42.11%	4,413,554	100	
110	Public Safety - Police	3,186,145	518,445.94	85,014	856,881	1,375,327	229,173	85.72%	165,985	1,296,162	1,889,983	40.68%	618,571	110	
125	Code Compliance	140,245	1,000,997.97	68,320	528,086	1,529,084	240,567	86.41%	7,196	65,461	74,784	46.68%	730,673	125	
180	Facilities	310,170	252,165.00	73,565	524,360	776,525	551,175	58.49%	1,889	86,083	224,087	27.75%	406,241	180	
195	Non-Departmental	11,120,245	175,433.50	32,365	327,834	503,267	141,633	78.04%	40,828	2,882,527	8,237,718	25.92%	235,224	195	
100	GENERAL FUND	15,592,900	11,835,455.02	683,404	3,638,416	15,473,871	206,999	98.68%	274,811	4,681,977	10,910,869	30.03%	4,413,554	100	
220	WATER FUND	1,604,500	5,309,648.79	29,882	2,151,742	7,461,391	(148,891)	102.04%	71,489	756,756	847,744	47.16%	7,461,391	220	
230	SEWER FUND	1,769,650	2,106,646.02	14,954	714,751	2,821,397	269,113	91.29%	59,517	798,411	971,239	45.12%	2,497,438	230	
240	GARBAGE FUND	1,327,700	2,462,152.07	16,141	710,369	3,172,521	546,729	85.30%	72,283	370,284	957,416	27.89%	3,130,879	240	
250	STREET FUND	644,900	4,636,637.51	18,742	124,051	4,760,689	6,318,336	42.97%	54,726	268,043	376,857	41.56%	4,624,353	250	
260	BUILDING FUND	15,680,870	10,721,051.46	28,895	229,522	10,950,573	(343,458)	103.24%	714,691	3,089,941	12,590,929	19.71%	12,383,929	260	
300	GENERAL RESERVE FUND	7,312,500	4,865.02	17,321	1,286,980	1,291,845	302,553	81.02%	0	0	7,312,500	0.00%	7,461,391	300	
320	WATER RESERVE FUND	3,090,510	2,106,646.02	14,954	714,751	2,821,397	269,113	91.29%	137,826	323,959	2,766,551	10.48%	2,497,438	320	
330	SEWER RESERVE FUND	3,719,250	2,462,152.07	16,141	710,369	3,172,521	546,729	85.30%	12,671	41,642	3,677,608	1.12%	3,130,879	330	
350	STREET RESERVE FUND	11,079,025	4,636,637.51	18,742	124,051	4,760,689	6,318,336	42.97%	55,422	136,336	10,942,689	1.23%	4,624,353	350	
410	CAPITAL PROJECT FUND	10,607,115	10,721,051.46	28,895	229,522	10,950,573	(343,458)	103.24%	1,755,087	5,474,648	5,132,467	51.61%	5,475,925	410	
510	GO BOND FUND	1,594,398	4,865.02	17,321	1,286,980	1,291,845	302,553	81.02%	0	302,366	1,292,032	18.96%	989,479	510	
	CITY TOTAL	74,023,318	41,943,335	1,233,423	17,268,687	59,212,022	14,811,296	79.99%	3,188,525	16,244,363	57,778,901	21.94%	42,967,659		
815	CENTRAL URA DISTRICT	2,222,325	238,210.19	2,403	82,363	320,573	1,901,752	14.43%	0	0	2,222,325	0.00%	320,573	815	
819	WEST URA DISTRICT	188,575	91,165.67	1,988	92,167	183,333	5,242	97.22%	0	0	188,575	0.00%	183,333	819	
	URA TOTAL	2,410,900	329,376	4,393	174,530	503,906	1,906,994	20.90%	0	0	2,410,900	0.00%	503,906		
	CITY OF BOARDMAN GRAND TOTALS	76,434,218	42,272,711	1,237,816	17,443,218	59,715,928	16,718,290		3,188,524.57	16,244,363.43	60,189,801.27	21.94%	43,471,565		

CITY OF BOARDMAN GRAND TOTALS 76,434,218 42,272,711 1,237,816 17,443,218 59,715,928 16,718,290 3,188,524.57 16,244,363.43 60,189,801.27 21.94% 43,471,565

CASH REPORT: as of 1/31/2024 Interest Rate 5.00%
 Bank of Eastern Oregon Police \$6,777
 Banner Bank Checking \$874,290
 Banner Bank Savings \$102,064
 Bank of Eastern Oregon \$250,471
 OR Government Pool \$40,932,984
 CURA Government Pool \$320,692
 WURA Government Pool \$183,333
 Xpress Online Clearing \$610,089
 Bank of Eastern Oregon - R&G \$188,865
 Bank of Eastern Oregon - 2KG \$1,000
 Bank of Eastern Oregon - Rotschy \$1,000
TOTAL CASH \$43,471,565
 Total \$0.00
\$43,471,565

Fund Description	Amount	Interest Rate	
		2023-2024	Year to Date Net Cash Change
Bank of Eastern Oregon Police	\$6,777	5.00%	(1,955,101)
Banner Bank Checking	\$874,290	5.29%	1,198,854
Banner Bank Savings	\$102,064	5.00%	
Bank of Eastern Oregon	\$250,471	5.00%	
OR Government Pool	\$40,932,984	5.00%	
CURA Government Pool	\$320,692	5.00%	
WURA Government Pool	\$183,333	5.00%	
Xpress Online Clearing	\$610,089	0.10%	
Bank of Eastern Oregon - R&G	\$188,865	0.10%	
Bank of Eastern Oregon - 2KG	\$1,000	0.10%	
Bank of Eastern Oregon - Rotschy	\$1,000	0.10%	
TOTAL CASH	\$43,471,565		
Cash Clearing - Utilities	\$0.00		
Total	\$43,471,565		

Budgeted Interfund Transfers From:		Budgeted Interfund Transfers To:	
100-General Fund	(2,730,000.00)	100-General Fund	51,150.00
220-Water Fund	(218,000.00)	250-Street Fund	130,000.00
230-Sewer Fund	(443,000.00)	300-General Reserve Fund	2,000,000.00
260-Building Fund	(15,150.00)	320-Water Reserve Fund	620,000.00
TOTAL TRANSFERS FROM	(3,406,150.00)	330-Sewer Reserve Fund	605,000.00
		350-Street Reserve Fund	3,406,150.00
		TOTAL TRANSFERS TO	3,406,150.00

Section 6, Item A.

CITY OF BOARDMAN
Monthly Council Financial Statement
Period Ending February 29, 2024
Fiscal Year Elapsed 66.67%

FISCAL YEAR 2023-2024

EXPENDITURES

FUND #	Fund Description	REVENUE				EXPENDITURES				(D-G) Fund Balance	Fund #		
		A	B	C	D	E	F	G	H			I	J
		2023 - 2024 BUDGET	Beginning Cash C/Over	Year to Date Revenue	Total Revenue (B+C)	Remaining Expectations (over budget)	% of Budget Received (D/A)	This Month Revenue	Year to Date Expenditures	Unexpended Budget (A-G)	% of Expended Budget (G/A)		
100	General Government	836,545	2,919,836.61	9,421,026	12,340,862	3,252,038	79.14%	370,842	5,019,523	10,534,610	32.19%	7,321,340	100
110	Public Safety - Police	3,186,145	518,445.94	938,967	1,457,413	147,087	90.83%	66,928	837,093	767,407	52.17%	620,320	220
125	Code Compliance	140,245	1,000,997.97	591,069	1,592,067	177,583	89.97%	59,174	870,993	898,657	49.22%	721,074	230
180	Facilities	310,170	252,165.00	592,066	844,231	483,469	63.59%	3,583	373,867	953,833	28.16%	470,364	240
195	Non-Departmental	11,120,245	175,433.50	358,001	533,435	111,465	82.72%	38,573	310,498	334,402	48.15%	222,936	250
100	GENERAL FUND	15,592,900	743,245	4,381,661	16,217,116	(536,246)	103.42%	392,266	3,484,916	12,195,954	22.22%	12,732,200	260
220	WATER FUND	1,604,500	5,309,648.79	2,781,606	8,091,254	(778,754)	110.65%	0	0	7,312,500	0.00%	8,091,254	300
230	SEWER FUND	1,769,650	2,106,646.02	725,004	2,831,650	258,860	91.62%	2,874	326,832	2,763,678	10.58%	2,504,818	320
240	GARBAGE FUND	1,327,700	2,462,152.07	722,900	3,185,052	534,198	85.64%	1,046	42,688	3,676,562	1.19%	3,142,364	330
250	STREET FUND	644,900	4,636,637.51	142,560	4,779,197	6,299,828	43.14%	6,000	142,336	10,936,689	1.28%	4,636,862	350
260	BUILDING FUND	15,680,870	10,721,051.46	550,875	11,271,927	(664,812)	106.27%	80	5,474,728	5,132,387	51.61%	5,797,199	410
300	GENERAL RESERVE FUND	7,312,500	4,865.02	1,292,046	1,296,911	297,487	81.34%	0	302,366	1,292,032	18.96%	994,545	510
320	WATER RESERVE FUND	3,090,510											
330	SEWER RESERVE FUND	3,719,250											
350	STREET RESERVE FUND	11,079,025											
410	CAPITAL PROJECT FUND	10,607,115											
510	GO BOND FUND	1,594,398											
	CITY TOTAL	74,023,318	41,943,335	22,497,780	64,441,115	9,582,203	87.06%	941,367	17,185,840	56,798,710	23.22%	47,252,275	
815	CENTRAL URA DISTRICT	2,222,325	238,210.19	88,410	326,620	1,895,705	14.70%	0	0	2,222,325	0.00%	326,620	815
819	WEST URA DISTRICT	188,575	91,165.67	93,284	184,450	4,125	97.81%	0	0	188,575	0.00%	184,450	819
	URA TOTAL	2,410,900	329,376	181,694	511,070	1,899,830	21.20%	0	0	2,410,900	0.00%	511,070	
	CITY OF BOARDMAN GRAND TOTALS	76,434,218	42,272,711	22,679,474	64,952,185	11,482,033		941,367.16	17,185,840.49	59,209,610.19	23.22%	47,766,344	

CITY OF BOARDMAN GRAND TOTALS 76,434,218 42,272,711 5,236,257 22,679,474 64,952,185 11,482,033 23.22% 4,287,726

CASH REPORT: as of 2/29/24 Interest Rate 5.00%

Bank Name	Amount	Interest Rate
Bank of Eastern Oregon Police	\$6,804	5.00%
Banner Bank Checking	\$1,738,118	
Banner Bank Savings	\$247,089	5.48%
Bank of Eastern Oregon	\$251,240	0.05%
OR Government Pool	\$44,320,201	5.00%
CURA Government Pool	\$326,738	5.00%
WURA Government Pool	\$184,450	5.00%
Xpress Online Clearing	\$500,824	
Bank of Eastern Oregon - R&G	\$188,880	0.10%
Bank of Eastern Oregon - 2KG	\$1,000	0.10%
Bank of Eastern Oregon - Rotschy	\$1,000	0.10%
TOTAL CASH	\$47,766,344	
Total	\$0.00	
	\$47,766,344	

Cash Cleaning - Utilities

Budgeted Interfund Transfers From:

100-General Fund	(2,750,000.00)
220-Water Fund	(218,000.00)
230-Sewer Fund	(443,000.00)
260-Building Fund	(15,150.00)
TOTAL TRANSFERS FROM	(3,406,150.00)

Budgeted Interfund Transfers To:

100-General Fund	51,150.00
250-Street Fund	130,000.00
300-General Reserve Fund	2,000,000.00
320-Water Reserve Fund	620,000.00
330-Sewer Reserve Fund	603,000.00
350-Street Reserve Fund	-
TOTAL TRANSFERS TO	3,406,150.00

Section 6, Item B.

Columbia River Enterprise Zone II
Greg Sweek, Manager
PO Box 247
Heppner, OR 97836

February 13, 2024

CREZ II Funding Recipients,

On February 12, 2024 the Columbia River Enterprise Zone II Board of Directors met and awarded a total of \$16,045,333.20 to various County entities. Enclosed is the breakdown showing the distribution amount to each organization.

The CREZ II Board made a distribution of \$600,000 each to the City of Heppner, Town of Lexington, City of Ione, City of Boardman, and City of Irrigon, for infrastructure development. The CREZ II Order #0007-2024 specified that \$200,000 of this was the third installment out of 10 annual installments. If there are not sufficient revenues received by CREZ II in future years, the installment may not be disbursed. The CREZ II Board would like an annual report as to how the monies are being used.

I will no longer be the CREZ II Zone Manager as of 2-18-2024. Please contact the email address, ezmanager@co.morrow.or.us, if you have any questions.

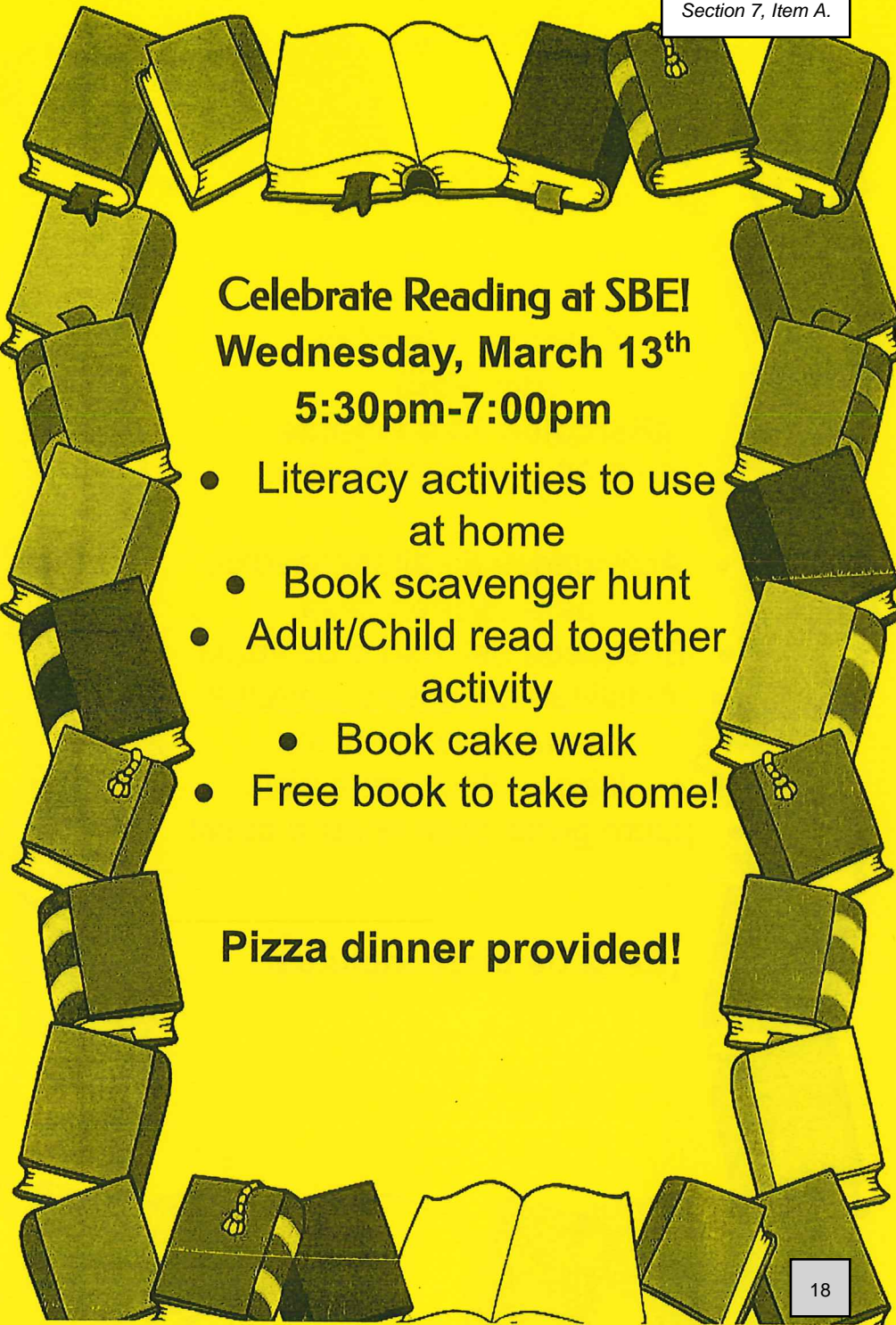
Respectfully,

Greg Sweek

Email: ezmanager@co.morrow.or.us

2023 CREZ II Disbursement by Entity

<u>Name</u>	<u>Amount</u>
Boardman Cemetery	1,759.52
Boardman Central Urban Renewal Agency	4,406.44
Irrigon Cemetery	8,380.69
CREZ II Zone Manager Expense	8,645.71
Irrigon Park	33,301.36
Umatilla Morrow Radio & Data District	24,472.82
Oregon Trail Library	36,507.66
North Morrow Vector Control	27,337.57
North Morrow Vector Control Local Option	14,395.78
Morrow County Unified Recreation	65,644.73
Intermountain ESD	88,620.39
Blue Mountain Community College	137,260.97
Boardman Park	96,731.62
City of Heppner	600,000.00
City of Ione	600,000.00
Town of Lexington	716,254.00
Morrow County Health District	87,094.43
Morrow County Health District Local Option	56,143.53
Boardman Fire & Rescue	189,594.50
Willow Creek Valley Economic Development Group	579,357.00
ICABO	161,225.00
Morrow Education Foundation	1,152,254.31
Boardman Community Development Association	2,122,712.00
City of Irrigon	1,620,452.00
Morrow County	2,237,786.49
Port of Morrow	2,237,786.49
City of Boardman	3,137,208.19
TOTAL	16,045,333.20



**Celebrate Reading at SBEI
Wednesday, March 13th
5:30pm-7:00pm**

- Literacy activities to use at home
 - Book scavenger hunt
- Adult/Child read together activity
 - Book cake walk
- Free book to take home!

Pizza dinner provided!

**¡Celebra la lectura
con SBE!**

**Miercoles 13 de marzo
de 5:30 p.m. a 7:00 p.m.**

- Actividades de alfabetización para usar en casa.
- Búsqueda del tesoro de libros
- Actividad de lectura conjunta para adultos y niños
 - Juego - Book cake walk
 - ¡Libro gratis para llevar a casa!

¡Cena de pizza incluida!

**City of Boardman, Oregon
Capital Improvements Plan
Future Value - General Project Summary**

Project No.	Project	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
General Projects						
G 1.0	Surplus Old City Shop	\$ -	\$ -	\$ 50,000	\$ -	\$ -
G 2.0	Bonneville Power Administration Greenspace	\$ -	\$ 440,000	\$ -	\$ -	\$ -
General Total		\$ -	\$ 440,000	\$ 50,000	\$ -	\$ -

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CITY OF
BOARDMAN, OREGON
CAPITAL IMPROVEMENTS PLAN
FUTURE VALUE - GENERAL
PROJECT SUMMARY

**TABLE
1**

**City of Boardman, Oregon
Capital Improvements Plan
Future Value - Planning Project Summary**

Project No.	Project	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Planning Projects						
P 1.0	Comprehensive Plan					
P 1.1	Housing Needs Analysis	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -
P 1.2	Economic Opportunity Analysis	\$ -	\$ 50,000	\$ -	\$ -	\$ -
P 1.3	Parks Master Plan	\$ -	\$ 40,000	\$ -	\$ -	\$ -
P 2.0	Boardman Development Code Update	\$ -	\$ 50,000	\$ 100,000	\$ -	\$ -
P 3.0	Boardman Municipal Code Update	\$ -	\$ -	\$ 25,000	\$ -	\$ -
Planning Total		\$ 20,000	\$ 160,000	\$ 125,000	\$ -	\$ -

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CITY OF
BOARDMAN, OREGON
CAPITAL IMPROVEMENTS PLAN
FUTURE VALUE - PLANNING
PROJECT SUMMARY

**TABLE
2**

**City of Boardman, Oregon
Capital Improvements Plan
Future Value - Water Project Summary**

Project No.	Project	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Water Projects						
W 1.0	Columbia Avenue N.W. Improvements	\$ 400,000	\$ -	\$ -	\$ -	\$ -
W 2.0	South Boardman Water System Feasibility Study	\$ 50,000	\$ -	\$ -	\$ -	\$ -
W 3.0	300,000-gallon Reservoir Recoating	\$ -	\$ -	\$ 350,000	\$ -	\$ -
W 4.0	Water System Master Plan Update	\$ -	\$ -	\$ 70,000	\$ -	\$ -
W 5.0	Maintenance and Storage Shop	\$ -	\$ -	\$ 120,000	\$ -	\$ -
W 6.0	Loader	\$ -	\$ -	\$ 70,000	\$ -	\$ -
W 7.0	Vac Truck	\$ -	\$ -	\$ 175,000	\$ -	\$ -
W 8.0	Ten-yard Dump Truck	\$ -	\$ -	\$ 20,000	\$ -	\$ -
W 9.0	Water Management and Conservation Plan Update	\$ -	\$ -	\$ -	\$ 40,000	\$ -
W 10.0	Decommission Old Water Booster Pump Station	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Water Total		\$ 450,000	\$ -	\$ 805,000	\$ 40,000	\$ 20,000

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**City of Boardman, Oregon
Capital Improvements Plan
Future Value - Wastewater Project Summary**

Project No.	Project	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Wastewater Projects						
WW 1.0	Columbia Avenue N.W. Improvements	\$ 400,000	\$ -	\$ -	\$ -	\$ -
WW 2.0	Headworks Screen and Septage Receiving Station	\$ 50,000	\$ 950,000	\$ -	\$ -	\$ -
WW 3.0	Lagoon 1 Biosolids Removal	\$ -	\$ 1,250,000	\$ -	\$ -	\$ -
WW 4.0	Replace On-Site Sodium Hypochlorite System	\$ -	\$ 200,000	\$ -	\$ -	\$ -
WW 5.0	Collection System Study	\$ -	\$ -	\$ 80,000	\$ -	\$ -
WW 6.0	Maintenance and Storage Shop	\$ -	\$ -	\$ 110,000	\$ -	\$ -
WW 7.0	Loader	\$ -	\$ -	\$ 60,000	\$ -	\$ -
WW 8.0	Vac Truck	\$ -	\$ -	\$ 175,000	\$ -	\$ -
WW 9.0	Ten-yard Dump Truck	\$ -	\$ -	\$ 40,000	\$ -	\$ -
Wastewater Total		\$ 450,000	\$ 2,400,000	\$ 465,000	\$ -	\$ -

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CITY OF
BOARDMAN, OREGON
CAPITAL IMPROVEMENTS PLAN
FUTURE VALUE - WASTEWATER
PROJECT SUMMARY

**TABLE
4**

**City of Boardman, Oregon
Capital Improvements Plan
Future Value - Street Project Summary**

Project No.	Project	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Street Projects						
ST 1.0	Pavement Evaluation Study	\$ 10,000	\$ -	\$ -	\$ -	\$ -
ST 2.0	Columbia Avenue N.W. Improvements	\$ 500,000	\$ -	\$ -	\$ -	\$ -
ST 3.0	Wilson Lane and Faler Road Sidewalk Improvements	\$ 400,000	\$ -	\$ -	\$ -	\$ -
ST 4.0	S.E. Front Street and S.E. 1st Street Improvements	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -
ST 5.0	S. Main Street	\$ -	\$ 1,250,000	\$ 1,250,000	\$ -	\$ -
ST 6.0	S.W. Loop Road Improvements	\$ -	\$ -	\$ 2,130,000	\$ -	\$ -
ST 7.0	Boardman Avenue and N. Main Street Intersection	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -
ST 8.0	Maintenance and Storage Shop	\$ -	\$ -	\$ 120,000	\$ -	\$ -
ST 9.0	Sand Shed	\$ -	\$ -	\$ 200,000	\$ -	\$ -
ST 10.0	Loader	\$ -	\$ -	\$ 70,000	\$ -	\$ -
ST 11.0	Vac Truck	\$ -	\$ -	\$ 150,000	\$ -	\$ -
ST 12.0	Ten-yard Dump Truck	\$ -	\$ -	\$ 40,000	\$ -	\$ -
ST 13.0	N.E. Front Street	\$ -	\$ -	\$ -	\$ 2,950,000	\$ -
ST 14.0	N.E. Columbia Avenue: Olson Road to Union Pacific Railroad Overpass	\$ -	\$ -	\$ -	\$ -	\$ 3,200,000
ST 15.0	Oregon Trail Boulevard to Faler Road S.W.	\$ -	\$ -	\$ -	\$ -	\$ 2,300,900
Street Total		\$ 910,000	\$ 2,750,000	\$ 4,960,000	\$ 2,950,000	\$ 5,500,900



CITY OF
BOARDMAN, OREGON
CAPITAL IMPROVEMENTS PLAN
FUTURE VALUE - STREET
PROJECT SUMMARY

**TABLE
5**

Boardman Rental Report

This report will outline the cost of rental apartment units in Boardman, how rent and income for Boardman compare over time and examples of rent protections.



By: Stephen Fuss

01.26.23

Updated: 09.17.23, 11.04.23, 1.21.24

For consideration by the Boardman City Council

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Rent Protection Examples.....	21

INTRODUCTION

Hello! My name is Stephen Fuss and I have lived in Boardman for about 3.5 years, and am in my fourth year of teaching at Sam Boardman Elementary School. I also rent a 1-bedroom apartment at the Portview Apartments and have been there for the same amount of time. In this report I am going to cover the rental availability of apartment complexes, the median average income and various rent data since 2020 for our area, and how the cost of rent at rental complexes in Boardman is potentially no longer affordable for the average citizen. This is an updated version from the one I gave last year in March 2023.

PRESENTATION GOAL

This presentation was created in order to continue the conversation about and persuade the Boardman City Council to add either a clause defining “affordable housing” or a clause regulating rent increases to the City Municipal code.

MATERIALS

1. The Google Search engine on a computer.
2. A Notepad and pencil.
3. Google Sheets
4. Google Docs

PROCEDURE

1. Research the rent costs/availability around the city of Boardman.
2. Look at, and compare the cost of rent versus income in our area over time by calculating the percentage of the median annual income that the rent is consuming for each year.
3. Look at the current Oregon statewide rent protections, and various cities’ codes related to rent protection for possible examples.

DATA

Rental Complex/Houses Info for Boardman, Oregon¹

Name of Complex	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Qualifies for Senate Bill 611 ²³
302 Main St	NA*					Yes
Boardman Trail Apartments	NA	NA	NA	NA	NA	No
Castle Rock Apartments		Determined by Family Size and Income	Determined by Family Size and Income	Determined by Family Size and Income	Determined by Family Size and Income	No
Catalina Villa	NA	NA	NA	NA	NA	
Columbia View	NA	NA	NA	NA	NA	Yes
Columbia Villa Apartments NW		NA	NA			Yes
Maple Crest Apartments			NA	NA		Yes
Morrow Estates		NA	NA	NA	NA	
Portview Apartments	\$1145-\$1235	\$1220	\$1417-1487	\$2175		No
Sagebrush Affordable Housing			NA	NA		
Tidewater Apartments		\$1400-\$1470	\$1875	\$2425		No
425 Malhi Ln			\$1120			
331 Boardman Ave NW			\$650			
212 NE Anderson Cir		\$385				Yes
809 CLarence				\$2250		

*NA- No Availability

¹ See References for sources

² Based on Age of Property

³ See attached Senate Bill for full qualifications: Amended by Senate Bill 611

Median Income, Fair Market Rent, and Median Rent For Boardman Over Time⁴

Year	Median Average Income for Boardman	Median Average Income of Household for Boardman	Fair Market Rent For Morrow County (One Bedroom)*	Fair Market Rent For Morrow County (Two Bedroom)*	Median Rent For Boardman (One Bedroom)*	Median Rent For Boardman (Two Bedroom)*
2020	\$31000	\$59400	\$654	\$861	\$709	\$934
2021	\$31700	\$61700	\$691	\$911	\$726	\$957
2022		\$60911	\$730	\$960	\$780	\$1026
2023		\$62545	\$716	\$943	\$784	\$1032
2024			\$708	\$915	\$789	\$1020

*Monthly rent

Portview Rent Over Time⁵

Year	One Bedroom Monthly Base Rent*	Rent Increase Percent from Previous Year	Monthly Gross Income to Qualify	Two Bedroom Base Rent**	Rent Increase Percent from Previous Year	Monthly Gross Income to Qualify
2020	\$950		\$2850			
2021	\$1091	15%	\$3273	\$1475		\$4350
2022	\$1320	21%	\$3960	\$1617-\$1694	10%-15%	\$4851-\$5082
2023	\$1220	-.08%	\$3660	\$1417-\$1494	-12%	\$4251-\$4482
2024	\$1150-1220	0%	\$3450-3660	\$1417-\$1494	0%	\$4251-\$4482

*Based on S. Fuss Personal Rent Costs and Portview Advertised Rent Costs. **Based on T. Volpi Personal Rent Costs and Portview Advertised Rent Costs.

⁴ See References for Sources

⁵ Numbers based on an Sept 1-Sept 1 Leasing Cycle

Portview Annual Rent Vs Median Average Income for Boardman

Year	One Bedroom Annual Base Rent*	Percent of Median Average Income taken by Rent Cost**	Percent of Median Average Income for Household taken by Rent Cost**	TwoBedroom Annual Base Rent*	Percent of Median Average Income taken by Rent Cost**	Percent of Median Average Income for Household taken by Rent Cost**
2020	\$11400	37%	19%			
2021	\$13092	41%	21%	\$17700	56%	29%
2022	\$15840	50%	26%	\$20328	64%	34%
2023	\$14640	46%	24%	\$17004	54%	28%
2024	\$14640	46%	24%	\$17004	54%	28%

*Took Monthly Income from previous table and multiplied it by 12 **See previous chart for MAI and MAIH (Numbers for 2022-20204 are based on the 2021 Data)***ND- No Data

Minimum Wage for Non-Urban Area vs Properties managed by Affinity Property Management Company Rent

Year	Minimum Wage (dollar per hour)*	Annual Income Before Tax (40 hr work week x52)	Portview Annual Base Rent**	Portview percent of Annual Income taken by Rent	Tidewater Annual Base Rent**	Tidewater percent of Annual Income taken by Rent
2020	\$11.50	\$19,320	\$11400	59%		
2021	\$12.00	\$24,960	\$13092	52%		
2022	\$12.50	\$26,000	\$15840	60%		
2023	\$13.20	\$27,456	\$14640	53%	\$16,800	61%
2024	\$13.50	\$28,080	\$14640	52%	\$16,800	60%

*For a Non-Urban Center **One Bedroom Rent

States and Cities with Rent Controls already in place or in progress⁶

- California
 - Los Angeles: City Code Chapter 15
 - San Francisco
 - Oakland: City Code Chapter 8.22⁷: Owners may increase rents only for increases based on the CPI Rent Adjustment or Banking, or by filing a petition to increase rent in excess of that amount.
 - Palm Springs
 - Many others
- Colorado (In Progress)
- Florida (In Progress)
- Massachusetts
 - Boston: In progress
- Minnesota: In progress
- New Jersey
 - Montclair: In progress
- New York
 - New York City: Title 26 Chapter 3
- Oregon: Senate Code 611: Cannot Raise rent more that 7% + annual inflation
 - Portland: City Code Chapter 30⁸ : Affordable Housing costs no more than 30% of Gross Household Income for rent and utilities.
 - Eugene: Ordinance 20694

⁶ See References for Sources

⁷ See attached City Code

⁸ See Attached City Code

RESULTS

- Portview Apartments, Tidewater Apartments and Castle Rock Apartments are currently the only complexes with availability out of the 10 current complexes
 - 2-Bedroom and 3-Bedroom units are the most common apartment units in town.
- Monthly rent at Tidewater Apartment for a 1-bedroom unit is around 1400\$ for while Fair Market Rent and Median Rent for the same unit is under that by a margin of around \$700\$
- Many cities and states already have, or are pursuing some sort of rent control/stabilization/protections.
- Portview Apartments, and Tidewater Apartments are no longer affordable to the average citizen as the annual base rent consumes between 30%-70% of the Median Average Income for Morrow County.
- Portview Apartments (according to Tori Griggs in July of 2023) is the 2nd most expensive complex in the state of Oregon, now the third most expensive as Tidewater is 200\$+ more in cost.

CONCLUSION

The still high demand for rental spaces, as well as the newly added to supply in Boardman has contributed to furthering the housing inequalities and shortages in our community. It has also allowed Affinity Property Management Company (APMC) which manages the Portview and Tidewater Apartments to have a monopoly on the rental market here in town. Adding a “Rental Protection” ordinance and a clause defining “affordable housing” to the city municipal or building codes, or city charter will keep this management company, and others like it, from taking advantage of current and potential renters, and help the growth of Boardman by attracting said potential renters and homeowners. Furthermore it will give the current renters of Boardman peace-of-mind when deciding whether to renew their leases or choose a different housing option. Thank you all for your time, consideration, and support.

REFERENCES

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2. Affordability

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https://datacommons.org/tools/timeline#place=geold%2F4107200&statsVar=Median_Income_Household_Median_Income_Person&chart=%7B%22income%22%3A%7B%22pc%22%3Afalse%7D%7D
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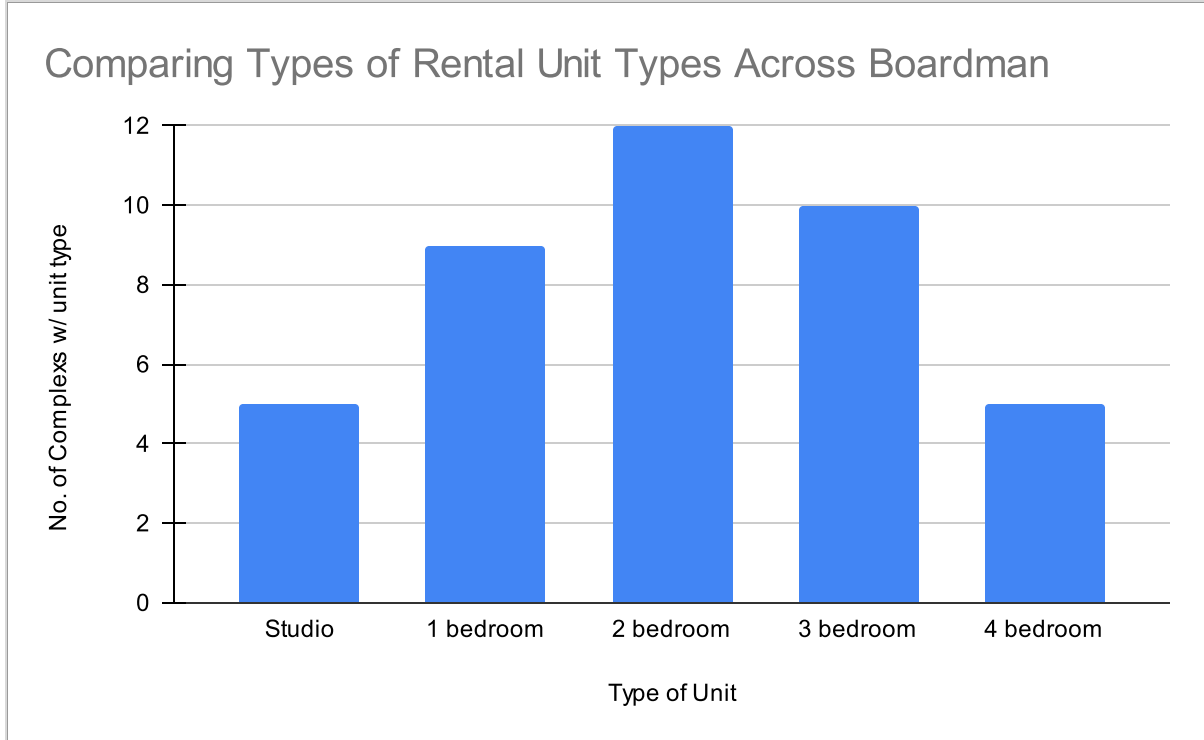
3. Rent Protections/Stabilization

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https://olis.oregonlegislature.gov/liz/2019R1/Downloads/MeasureDocument/SB608/Enrolled
https://www.businessinsider.com/states-cities-rent-control-stop-landlords-raising-prices-tenants-evictions-2022-3#florida-3
https://www.tenantstogether.org/resources/list-rent-control-ordinances-city

Attached Rent Protection examples in order:

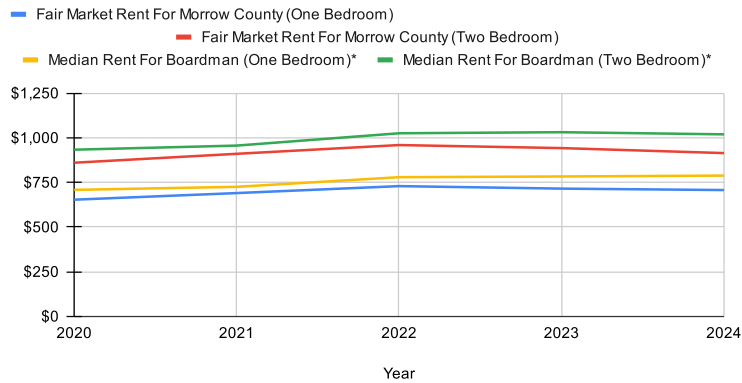
1. Oregon Senate Bill 611
2. Portland City Code Chapter 30
3. Oakland City Code Chapter 8.22

Most Common Type of Apartment Unit	
Type of Unit	No. of Complexes w/ unit type
Studio	5
1 bedroom	9
2 bedroom	12
3 bedroom	10
4 bedroom	5

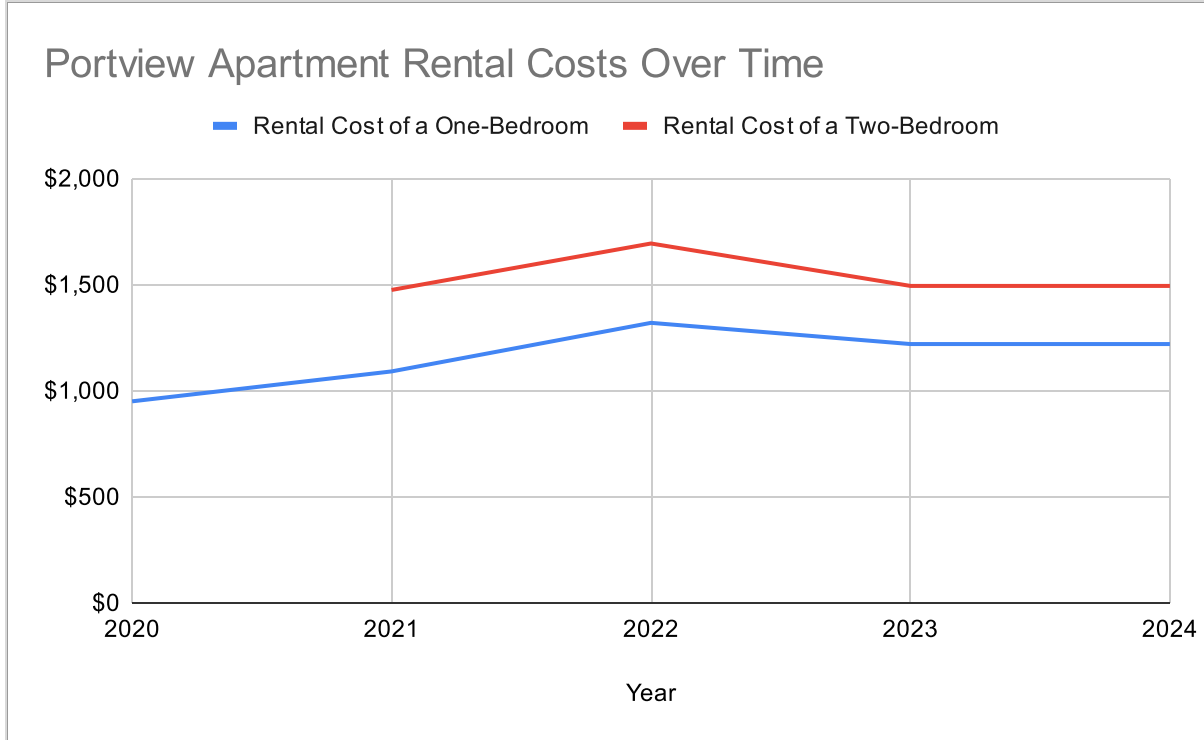


Fair Market and Median Rent for Boardman/Morrow County				
Year	Fair Market Rent For Morrow County (One Bedroom)	Fair Market Rent For Morrow County (Two Bedroom)	Median Rent For Boardman (One Bedroom)*	Median Rent For Boardman (Two Bedroom)*
2020	\$654	\$861	\$709	\$934
2021	\$691	\$911	\$726	\$957
2022	\$730	\$960	\$780	\$1,026
2023	\$716	\$943	\$784	\$1,032
2024	\$708	\$915	\$789	\$1,020

Fair Market and Median Rent for Boardman/Morrow County



Portview Rental Costs Over Time		
Year	Rental Cost of a One-Bedroom	Rental Cost of a Two-Bedroom
2020	\$950	
2021	\$1,091	\$1,475
2022	\$1,320	\$1,694
2023	\$1,220	\$1,494
2024	\$1,220	\$1,494



CHAPTER 226

AN ACT

SB 611

Relating to residential tenancies; creating new provisions; amending ORS 90.323, 90.324, 90.600 and 90.643; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

NOTE: Sections 1 and 2 were deleted by amendment. Subsequent sections were not renumbered.

SECTION 3. ORS 90.324 is amended to read:

90.324. (1) No later than September 30th of each year, the Oregon Department of Administrative Services shall calculate the maximum annual rent increase percentage allowed by ORS 90.323 [(3)] (2) or 90.600 [(2)] (1) for the following calendar year as [seven] **the lesser of:**

(a) **Ten percent; or**

(b) **Seven percent plus the September annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as most recently published by the Bureau of Labor Statistics of the United States Department of Labor.**

(2) No later than September 30th of each year, the Oregon Department of [Administration] **Administrative Services** shall publish the maximum annual rent increase percentage calculated pursuant to subsection (1) of this section, along with the provisions of ORS 90.323 and 90.600, in a press release.

(3) The department shall maintain publicly available information on its website about the maximum annual rent increase percentage for the previous calendar year and for the current calendar year and, on or after September 30th of each year, for the following calendar year.

SECTION 4. ORS 90.323 is amended to read:

90.323. (1) If a tenancy is a week-to-week tenancy, the landlord may not increase the rent without giving the tenant written notice at least seven days prior to the effective date of the rent increase.

[(2) For purposes of this section, the term "consumer price index" refers to the annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in September of the prior calendar year.]

[(3)] (2) During any tenancy other than week-to-week, the landlord may not increase the rent:

(a) During the first year after the tenancy begins.

(b) At any time after the first year of the tenancy without giving the tenant written notice at least 90 days prior to the effective date of the rent increase.

(c) **More than once in any 12-month period.**

[(c)] (d) [During any 12-month period, in an amount greater than seven percent plus the consumer price index above the existing rent] Except as permitted under subsection [(7)] (5) of this section[,], **by a percentage greater than the maximum calculated under ORS 90.324 (1).**

[(4)] (3) The notices required under this section must specify:

(a) The amount of the rent increase;

(b) The amount of the new rent;

(c) Facts supporting the exemption authorized by subsection [(7)] (5) of this section, if the increase is above the amount allowed in subsection [(3)(c)] (2)(d) of this section; and

(d) The date on which the increase becomes effective.

[(5) This section does not apply to tenancies governed by ORS 90.505 to 90.850.]

[(6)] (4) A landlord terminating a tenancy with a 30-day notice without cause as authorized by ORS 90.427 (3) or (4) during the first year of a tenancy may not [reset] **charge** rent for the next tenancy in an amount greater than [seven percent plus the consumer price index above the previous rent] **the maximum amount the landlord could have charged the terminated tenancy under this section.**

[(7)] (5) A landlord is not subject to subsection [(3)(c) or (6)] (2)(d) or (4) of this section if:

(a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from the date of the notice of the rent increase; or

(b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local government and the change in rent:

(A) Does not increase the tenant's portion of the rent; or

(B) Is required by program eligibility requirements or by a change in the tenant's income.

[(8)] (6) A landlord that increases rent in violation of subsection [(3)(c) or (6)] (2)(d) or (4) of this section is liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.

(7) This section does not apply to tenancies governed by ORS 90.505 to 90.850.

SECTION 5. ORS 90.600 is amended to read:

90.600. [(1) For purposes of this section, the term "consumer price index" refers to the annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in September of the prior calendar year.]

[(2)] (1) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850 apply, the landlord may not increase the rent:

(a) Without giving each affected tenant notice in writing at least 90 days prior to the effective date of the rent increase; [and]

[(b) During any 12-month period, in an amount greater than seven percent plus the consumer price index above the existing rent]

(b) More than once in any 12-month period;
or

(c) By a percentage greater than the maximum calculated under ORS 90.324 (1).

[(3)] **(2)** The written notice required by subsection [(2)(a)] **(1)(a)** of this section must specify:

- (a) The amount of the rent increase;
- (b) The amount of the new rent;

(c) Facts supporting the exemption authorized by subsection [(4)] **(3)** of this section, if the increase is above the amount allowed in subsection [(2)(b)] **(1)(c)** of this section; and

(d) The date on which the increase becomes effective.

[(4)] **(3)** A landlord is not subject to subsection [(2)(b)] **(1)(c)** of this section if:

(a) The first certificate of occupancy for the dwelling unit was issued less than 15 years from the date of the notice of the rent increase; or

(b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local government and the change in rent:

(A) Does not increase the tenant's portion of the rent; or

(B) Is required by program eligibility requirements or by a change in the tenant's income.

[(5)] **(4)** A landlord that increases rent in violation of subsection [(2)(b)] **(1)(c)** of this section shall be liable to the tenant in an amount equal to three months' rent plus actual damages suffered by the tenant.

[(6)] **(5)** This section does not create a right to increase rent that does not otherwise exist.

[(7)] **(6)** This section does not require a landlord to compromise, justify or reduce a rent increase that the landlord otherwise is entitled to impose.

[(8)] **(7)** Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS 90.510 (4), requiring a landlord to provide a written rental agreement, creates a basis for tenant challenge of a rent increase, judicially or otherwise.

[(9)(a)] **(8)(a)** The tenants who reside in a facility may elect one committee of seven or fewer members in a facility-wide election to represent the tenants. One tenant of record for each rented space may vote in the election. Upon written request from the tenants' committee, the landlord or a representative of the landlord shall meet with the committee within 10 to 30 days of the request to discuss the tenants' nonrent concerns regarding the facility. Unless the parties agree otherwise, upon a request from the tenants' committee, a landlord or representative of the landlord shall meet with the tenants' committee at least once, but not more than twice, each calendar year. The meeting shall be held on the premises if the facility has suitable meeting space for that purpose, or at a location reasonably convenient to the tenants. After the meeting, the tenants' committee shall send a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord or the landlord's representative shall make a good faith response in writing to the committee's summary within 60 days.

(b) The tenants' committee may be entitled to informal dispute resolution under ORS 90.769 if the landlord or landlord's representative fails to meet with the tenants' committee or fails to respond in good faith to the written summary as required by paragraph (a) of this subsection.

SECTION 6. The amendments to ORS 90.323, 90.324 and 90.600 by sections 3 to 5 of this 2023 Act apply to rent increase notices given on or after the effective date of this 2023 Act.

SECTION 7. ORS 90.643 is amended to read:

90.643. (1) A manufactured dwelling park may be converted to a planned community subdivision of manufactured dwellings pursuant to ORS 92.830 to 92.845. When a manufactured dwelling park is converted pursuant to ORS 92.830 to 92.845:

(a) Conversion does not require closure of the park pursuant to ORS 90.645 or termination of any tenancy on any space in the park or any lot in the planned community subdivision of manufactured dwellings.

(b) After approval of the tentative plan under ORS 92.830 to 92.845, the manufactured dwelling park ceases to exist, notwithstanding the possibility that four or more lots in the planned community subdivision may be available for rent.

(2) If a park is converted to a subdivision under ORS 92.830 to 92.845, and the landlord closes the park as a result of the conversion, ORS 90.645 applies to the closure.

(3) If a park is converted to a subdivision under ORS 92.830 to 92.845, but the landlord does not close the park as a result of the conversion:

(a) A tenant who does not buy the space occupied by the tenant's manufactured dwelling may terminate the tenancy and move. If the tenant terminates the tenancy after receiving the notice required by ORS 92.839 and before the expiration of the 60-day period described in ORS 92.840 (2), the landlord shall pay the tenant as provided in ORS 90.645 (1).

(b) If the landlord and the tenant continue the tenancy on the lot created in the planned community subdivision, the tenancy is governed by ORS 90.100 to 90.465, except that the following provisions apply and, in the case of a conflict, control:

(A) ORS 90.510 (4) to (7) applies to a rental agreement and rules and regulations concerning the use and occupancy of the subdivision lot until the declarant turns over administrative control of the planned community subdivision of manufactured dwellings to a homeowners association pursuant to ORS 94.600 and 94.604 to 94.621. The landlord shall provide each tenant with a copy of the bylaws, rules and regulations of the homeowners association at least 60 days before the turnover meeting described in ORS 94.609.

(B) ORS 90.530 applies regarding pets.

(C) ORS 90.545 applies regarding the extension of a fixed term tenancy.

(D) ORS 90.600 [(2) to (8)] (1) to (7) applies to an increase in rent.

(E) ORS 90.620 applies to a termination by a tenant.

(F) ORS 90.630 applies to a termination by a landlord for cause. However, the sale of a lot in the planned community subdivision occupied by a tenant to someone other than the tenant is a good cause for termination under ORS 90.630 that the tenant cannot cure or correct and for which the landlord must give written notice of termination that states the cause of termination at least 180 days before termination.

(G) ORS 90.632 applies to a termination of tenancy by a landlord due to the physical condition of the manufactured dwelling.

(H) ORS 90.634 applies to a lien for manufactured dwelling unit rent.

(I) ORS 90.680 applies to the sale of a manufactured dwelling occupying a lot in the planned community subdivision. If the intention of the buyer of the manufactured dwelling is to leave the dwelling on the lot, the landlord may reject the buyer as a tenant if the buyer does not buy the lot also.

(J) ORS 90.710 applies to a cause of action for a violation of ORS 90.510 (4) to (7), 90.630, 90.680 or 90.765.

(K) ORS 90.725 applies to landlord access to a rented lot in a planned community subdivision.

(L) ORS 90.730 (2), (3), (4) and (7) apply to the duty of a landlord to maintain a rented lot in a habitable condition.

(M) ORS 90.750 applies to the right of a tenant to assemble or canvass.

(N) ORS 90.755 applies to the right of a tenant to speak on political issues and to post political signs.

(O) ORS 90.765 applies to retaliatory conduct by a landlord.

(P) ORS 90.771 applies to the confidentiality of information provided to the Housing and Community Services Department about disputes.

SECTION 8. This 2023 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2023 Act takes effect on its passage.

Approved by the Governor July 6, 2023

Filed in the office of Secretary of State July 13, 2023

Effective date July 6, 2023

Senate Bill 611

Sponsored by Senator CAMPOS, Representatives VALDERRAMA, NERON, Senator GELSER BLOUIN, Representative GAMBÀ; Senator DEMBROW, Representatives CHAICHI, HUDSON, MCLAIN, PHAM K (Pre-session filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Increases amount residential landlord owes tenant for landlord-cause termination of tenancy.
Limits annual rent increases.
Declares emergency, effective on passage.

A BILL FOR AN ACT

1
2 Relating to residential tenancies; creating new provisions; amending ORS 90.323, 90.324, 90.427,
3 90.600 and 90.643; and declaring an emergency.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1.** ORS 90.427 is amended to read:

6 90.427. (1) As used in this section:

7 (a) "First year of occupancy" includes all periods in which any of the tenants has resided in the
8 dwelling unit for one year or less.

9 (b) "Immediate family" means:

10 (A) An adult person related by blood, adoption, marriage or domestic partnership, as defined in
11 ORS 106.310, or as defined or described in similar law in another jurisdiction;

12 (B) An unmarried parent of a joint child;

13 (C) A child, grandchild, foster child, ward or guardian; or

14 (D) A child, grandchild, foster child, ward or guardian of any person listed in subparagraph (A)
15 or (B) of this paragraph.

16 (2) If a tenancy is a week-to-week tenancy, the landlord or the tenant may terminate the tenancy
17 by a written notice given to the other at least 10 days before the termination date specified in the
18 notice.

19 (3) If a tenancy is a month-to-month tenancy:

20 (a) At any time during the tenancy, the tenant may terminate the tenancy by giving the landlord
21 notice in writing not less than 30 days prior to the date designated in the notice for the termination
22 of the tenancy.

23 (b) At any time during the first year of occupancy, the landlord may terminate the tenancy by
24 giving the tenant notice in writing not less than 30 days prior to the date designated in the notice
25 for the termination of the tenancy.

26 (c) Except as provided in subsection (8) of this section, at any time after the first year of occu-
27 pancy, the landlord may terminate the tenancy only:

28 (A) For a tenant cause and with notice in writing as specified in ORS 86.782 (6)(c), 90.380 (5),
29 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or

30 (B) For a qualifying landlord reason for termination and with notice in writing as described in

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted.
New sections are in **boldfaced** type.

1 subsections (5) and (6) of this section.

2 (4) If the tenancy is a fixed term tenancy:

3 (a) The landlord may terminate the tenancy during the fixed term only for cause and with notice
4 as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445.

5 (b) If the specified ending date for the fixed term falls within the first year of occupancy, the
6 landlord may terminate the tenancy without cause by giving the tenant notice in writing not less
7 than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date des-
8 ignated in the notice for the termination of the tenancy, whichever is later.

9 (c) Except as provided by subsection (8) of this section, if the specified ending date for the fixed
10 term falls after the first year of occupancy, the fixed term tenancy becomes a month-to-month
11 tenancy upon the expiration of the fixed term, unless:

12 (A) The landlord and tenant agree to a new fixed term tenancy;

13 (B) The tenant gives notice in writing not less than 30 days prior to the specified ending date
14 for the fixed term or the date designated in the notice for the termination of the tenancy, whichever
15 is later; or

16 (C) The landlord has a qualifying reason for termination and gives notice as specified in sub-
17 sections (5) to (7) of this section.

18 (5) The landlord may terminate a month-to-month tenancy under subsection (3)(c)(B) of this sec-
19 tion at any time, or may terminate a fixed term tenancy upon the expiration of the fixed term under
20 subsection (4)(c) of this section, by giving the tenant notice in writing not less than 90 days prior
21 to the date designated in the notice for the termination of the month-to-month tenancy or the spec-
22 ified ending date for the fixed term, whichever is later, if:

23 (a) The landlord intends to demolish the dwelling unit or convert the dwelling unit to a use
24 other than residential use within a reasonable time;

25 (b) The landlord intends to undertake repairs or renovations to the dwelling unit within a rea-
26 sonable time and:

27 (A) The premises is unsafe or unfit for occupancy; or

28 (B) The dwelling unit will be unsafe or unfit for occupancy during the repairs or renovations;

29 (c) The landlord intends for the landlord or a member of the landlord's immediate family to oc-
30 cupy the dwelling unit as a primary residence and the landlord does not own a comparable unit in
31 the same building that is available for occupancy at the same time that the tenant receives notice
32 to terminate the tenancy; or

33 (d) The landlord has:

34 (A) Accepted an offer to purchase the dwelling unit separately from any other dwelling unit
35 from a person who intends in good faith to occupy the dwelling unit as the person's primary resi-
36 dence; and

37 (B) Provided the notice and written evidence of the offer to purchase the dwelling unit, to the
38 tenant not more than 120 days after accepting the offer to purchase.

39 (6)(a) A landlord that terminates a tenancy under subsection (5) of this section shall:

40 (A) Specify in the termination notice the reason for the termination and supporting facts;

41 (B) State that the rental agreement will terminate upon a designated date not less than 90 days
42 after delivery of the notice; and

43 (C) At the time the landlord delivers the tenant the notice to terminate the tenancy, pay the
44 tenant an amount equal to [*one month's*] **three months'** periodic rent.

45 (b) The requirements of paragraph (a)(C) of this subsection do not apply to a landlord who has

1 an ownership interest in four or fewer residential dwelling units subject to this chapter.

2 (7) A fixed term tenancy does not become a month-to-month tenancy upon the expiration of the
3 fixed term if the landlord gives the tenant notice in writing not less than 90 days prior to the
4 specified ending date for the fixed term or 90 days prior to the date designated in the notice for the
5 termination of the tenancy, whichever is later, and:

6 (a) The tenant has committed three or more violations of the rental agreement within the pre-
7 ceding 12-month period and the landlord has given the tenant a written warning notice at the time
8 of each violation;

9 (b) Each written warning notice:

10 (A) Specifies the violation;

11 (B) States that the landlord may choose to terminate the tenancy at the end of the fixed term
12 if there are three violations within a 12-month period preceding the end of the fixed term; and

13 (C) States that correcting the third or subsequent violation is not a defense to termination under
14 this subsection; and

15 (c) The 90-day notice of termination:

16 (A) States that the rental agreement will terminate upon the specified ending date for the fixed
17 term or upon a designated date not less than 90 days after delivery of the notice, whichever is later;

18 (B) Specifies the reason for the termination and supporting facts; and

19 (C) Is delivered to the tenant concurrent with or after the third or subsequent written warning
20 notice.

21 (8) If the tenancy is for occupancy in a dwelling unit that is located in the same building or on
22 the same property as the landlord's primary residence, and the building or the property contains not
23 more than two dwelling units, the landlord may terminate the tenancy at any time after the first
24 year of occupancy:

25 (a) For a month-to-month tenancy:

26 (A) For cause and with notice as described in ORS 86.782 (6)(c), 90.380 (5), 90.392, 90.394, 90.396,
27 90.398, 90.405, 90.440 or 90.445;

28 (B) Without cause by giving the tenant notice in writing not less than 60 days prior to the date
29 designated in the notice for the termination of the tenancy; or

30 (C) Without cause by giving the tenant notice in writing not less than 30 days prior to the date
31 designated in the notice for the termination of the tenancy if:

32 (i) The dwelling unit is purchased separately from any other dwelling unit;

33 (ii) The landlord has accepted an offer to purchase the dwelling unit from a person who intends
34 in good faith to occupy the dwelling unit as the person's primary residence; and

35 (iii) The landlord has provided the notice, and written evidence of the offer to purchase the
36 dwelling unit, to the tenant not more than 120 days after accepting the offer to purchase.

37 (b) For a fixed term tenancy:

38 (A) During the term of the tenancy, only for cause and with notice as described in ORS 86.782
39 (6)(c), 90.380 (5), 90.392, 90.394, 90.396, 90.398, 90.405, 90.440 or 90.445; or

40 (B) At any time during the fixed term, without cause by giving the tenant notice in writing not
41 less than 30 days prior to the specified ending date for the fixed term, or 30 days prior to the date
42 designated in the notice for the termination of the tenancy, whichever is later.

43 (9)(a) If a landlord terminates a tenancy in violation of subsection (3)(c)(B), (4)(c), (5), (6) or (7)
44 of this section:

45 (A) The landlord shall be liable to the tenant in an amount equal to three months' rent in ad-

dition to actual damages sustained by the tenant as a result of the tenancy termination; and

(B) The tenant has a defense to an action for possession by the landlord.

(b) A tenant is entitled to recovery under paragraph (a) of this subsection if the tenant commences an action asserting the claim within one year after the tenant knew or should have known that the landlord terminated the tenancy in violation of this section.

(10) The tenancy shall terminate on the date designated and without regard to the expiration of the period for which, by the terms of the tenancy, rents are to be paid. Unless otherwise agreed, rent is uniformly apportionable from day to day.

(11) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. In addition, the landlord may recover from the tenant any actual damages resulting from the tenant holding over, including the value of any rent accruing from the expiration or termination of the rental agreement until the landlord knows or should know that the tenant has relinquished possession to the landlord. If the landlord consents to the tenant's continued occupancy, ORS 90.220 (7) applies.

(12)(a) A notice given to terminate a tenancy under subsection (2), (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of this section need not state a reason for the termination.

(b) Notwithstanding paragraph (a) of this subsection, a landlord or tenant may include in a notice of termination given under subsection (2), (3)(a) or (b), (8)(a)(B) or (C) or (8)(b) of this section an explanation of the reason for the termination without having to prove the reason. An explanation does not give the person receiving the notice of termination a right to cure the reason if the notice states that:

(A) The notice is given without stated cause;

(B) The recipient of the notice does not have a right to cure the reason for the termination; and

(C) The person giving the notice need not prove the reason for the termination in a court action.

(13) Subsections (2) to (9) of this section do not apply to a month-to-month tenancy subject to ORS 90.429 or other tenancy created by a rental agreement subject to ORS 90.505 to 90.850.

SECTION 2. The amendments to ORS 90.427 by section 1 of this 2023 Act apply to termination notices given on or after the effective date of this 2023 Act.

SECTION 3. ORS 90.324 is amended to read:

90.324. (1) No later than September 30th of each year, the Oregon Department of Administrative Services shall calculate the maximum annual rent increase percentage allowed by ORS 90.323 [(3)] (2) or 90.600 [(2)] (1) for the following calendar year as [seven] **the lesser of:**

(a) **Eight percent; or**

(b) **Three** percent plus the September annual 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as most recently published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) No later than September 30th of each year, the Oregon Department of [Administration] **Administrative** Services shall publish the maximum annual rent increase percentage calculated pursuant to subsection (1) of this section, along with the provisions of ORS 90.323 and 90.600, in a press release.

(3) The department shall maintain publicly available information on its website about the maximum annual rent increase percentage for the previous calendar year and for the current calendar year and, on or after September 30th of each year, for the following calendar year.

SECTION 4. ORS 90.323 is amended to read:

1 90.323. (1) If a tenancy is a week-to-week tenancy, the landlord may not increase the rent with-
 2 out giving the tenant written notice at least seven days prior to the effective date of the rent in-
 3 crease.

4 [(2) For purposes of this section, the term “consumer price index” refers to the annual 12-month
 5 average change in the Consumer Price Index for All Urban Consumers, West Region (All Items), as
 6 published by the Bureau of Labor Statistics of the United States Department of Labor in September
 7 of the prior calendar year.]

8 [(3)] (2) During any tenancy other than week-to-week, the landlord may not increase the rent:

9 (a) During the first year after the tenancy begins.

10 (b) At any time after the first year of the tenancy without giving the tenant written notice at
 11 least 90 days prior to the effective date of the rent increase.

12 (c) **More than once in any 12-month period.**

13 [(c)] (d) [During any 12-month period, in an amount greater than seven percent plus the consumer
 14 price index above the existing rent] Except as permitted under subsection [(7)] (5) of this section[.],
 15 **by a percentage greater than the maximum calculated under ORS 90.324 (1).**

16 [(4)] (3) The notices required under this section must specify:

17 (a) The amount of the rent increase;

18 (b) The amount of the new rent;

19 (c) Facts supporting the exemption authorized by subsection [(7)] (5) of this section, if the in-
 20 crease is above the amount allowed in subsection [(3)(c)] (2)(d) of this section; and

21 (d) The date on which the increase becomes effective.

22 [(5) This section does not apply to tenancies governed by ORS 90.505 to 90.850.]

23 [(6)] (4) A landlord terminating a tenancy with a 30-day notice without cause as authorized by
 24 ORS 90.427 (3) or (4) during the first year of a tenancy may not [reset] **charge** rent for the next
 25 tenancy in an amount greater than [seven percent plus the consumer price index above the previous
 26 rent] **the maximum amount the landlord could have charged the terminated tenancy under**
 27 **this section.**

28 [(7)] (5) A landlord is not subject to subsection [(3)(c) or (6)] (2)(d) or (4) of this section if:

29 (a) The first certificate of occupancy for the dwelling unit was issued less than [15] **three** years
 30 from the date of the notice of the rent increase; or

31 (b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local
 32 government and the change in rent:

33 (A) Does not increase the tenant’s portion of the rent; or

34 (B) Is required by program eligibility requirements or by a change in the tenant’s income.

35 [(8)] (6) A landlord that increases rent in violation of subsection [(3)(c) or (6)] (2)(d) or (4) of
 36 this section is liable to the tenant in an amount equal to three months’ rent plus actual damages
 37 suffered by the tenant.

38 (7) **This section does not apply to tenancies governed by ORS 90.505 to 90.850.**

39 **SECTION 5.** ORS 90.600 is amended to read:

40 90.600. [(1) For purposes of this section, the term “consumer price index” refers to the annual
 41 12-month average change in the Consumer Price Index for All Urban Consumers, West Region (All
 42 Items), as published by the Bureau of Labor Statistics of the United States Department of Labor in
 43 September of the prior calendar year.]

44 [(2)] (1) If a rental agreement is a month-to-month tenancy to which ORS 90.505 to 90.850 apply,
 45 the landlord may not increase the rent:

1 (a) Without giving each affected tenant notice in writing at least 90 days prior to the effective
2 date of the rent increase; *[and]*

3 *[(b) During any 12-month period, in an amount greater than seven percent plus the consumer price*
4 *index above the existing rent]*

5 **(b) More than once in any 12-month period; or**

6 **(c) By a percentage greater than the maximum calculated under ORS 90.324 (1).**

7 *[(3)] (2)* The written notice required by subsection *[(2)(a)] (1)(a)* of this section must specify:

8 (a) The amount of the rent increase;

9 (b) The amount of the new rent;

10 (c) Facts supporting the exemption authorized by subsection *[(4)] (3)* of this section, if the in-
11 crease is above the amount allowed in subsection *[(2)(b)] (1)(c)* of this section; and

12 (d) The date on which the increase becomes effective.

13 *[(4)] (3)* A landlord is not subject to subsection *[(2)(b)] (1)(c)* of this section if:

14 (a) The first certificate of occupancy for the dwelling unit was issued less than *[15] three* years
15 from the date of the notice of the rent increase; or

16 (b) The dwelling unit is regulated or certified as affordable housing by a federal, state or local
17 government and the change in rent:

18 (A) Does not increase the tenant's portion of the rent; or

19 (B) Is required by program eligibility requirements or by a change in the tenant's income.

20 *[(5)] (4)* A landlord that increases rent in violation of subsection *[(2)(b)] (1)(c)* of this section
21 shall be liable to the tenant in an amount equal to three months' rent plus actual damages suffered
22 by the tenant.

23 *[(6)] (5)* This section does not create a right to increase rent that does not otherwise exist.

24 *[(7)] (6)* This section does not require a landlord to compromise, justify or reduce a rent increase
25 that the landlord otherwise is entitled to impose.

26 *[(8)] (7)* Neither ORS 90.510 (1), requiring a landlord to provide a statement of policy, nor ORS
27 90.510 (4), requiring a landlord to provide a written rental agreement, creates a basis for tenant
28 challenge of a rent increase, judicially or otherwise.

29 *[(9)(a)] (8)(a)* The tenants who reside in a facility may elect one committee of seven or fewer
30 members in a facility-wide election to represent the tenants. One tenant of record for each rented
31 space may vote in the election. Upon written request from the tenants' committee, the landlord or
32 a representative of the landlord shall meet with the committee within 10 to 30 days of the request
33 to discuss the tenants' nonrent concerns regarding the facility. Unless the parties agree otherwise,
34 upon a request from the tenants' committee, a landlord or representative of the landlord shall meet
35 with the tenants' committee at least once, but not more than twice, each calendar year. The meeting
36 shall be held on the premises if the facility has suitable meeting space for that purpose, or at a lo-
37 cation reasonably convenient to the tenants. After the meeting, the tenants' committee shall send
38 a written summary of the issues and concerns addressed at the meeting to the landlord. The landlord
39 or the landlord's representative shall make a good faith response in writing to the committee's
40 summary within 60 days.

41 (b) The tenants' committee may be entitled to informal dispute resolution under ORS 90.769 if
42 the landlord or landlord's representative fails to meet with the tenants' committee or fails to respond
43 in good faith to the written summary as required by paragraph (a) of this subsection.

44 **SECTION 6. The amendments to ORS 90.323, 90.324 and 90.600 by sections 3 to 5 of this**
45 **2023 Act apply to rent increase notices given on or after the effective date of this 2023 Act.**

1 **SECTION 7.** ORS 90.643 is amended to read:

2 90.643. (1) A manufactured dwelling park may be converted to a planned community subdivision
3 of manufactured dwellings pursuant to ORS 92.830 to 92.845. When a manufactured dwelling park is
4 converted pursuant to ORS 92.830 to 92.845:

5 (a) Conversion does not require closure of the park pursuant to ORS 90.645 or termination of
6 any tenancy on any space in the park or any lot in the planned community subdivision of manufac-
7 tured dwellings.

8 (b) After approval of the tentative plan under ORS 92.830 to 92.845, the manufactured dwelling
9 park ceases to exist, notwithstanding the possibility that four or more lots in the planned community
10 subdivision may be available for rent.

11 (2) If a park is converted to a subdivision under ORS 92.830 to 92.845, and the landlord closes
12 the park as a result of the conversion, ORS 90.645 applies to the closure.

13 (3) If a park is converted to a subdivision under ORS 92.830 to 92.845, but the landlord does not
14 close the park as a result of the conversion:

15 (a) A tenant who does not buy the space occupied by the tenant's manufactured dwelling may
16 terminate the tenancy and move. If the tenant terminates the tenancy after receiving the notice
17 required by ORS 92.839 and before the expiration of the 60-day period described in ORS 92.840 (2),
18 the landlord shall pay the tenant as provided in ORS 90.645 (1).

19 (b) If the landlord and the tenant continue the tenancy on the lot created in the planned com-
20 munity subdivision, the tenancy is governed by ORS 90.100 to 90.465, except that the following pro-
21 visions apply and, in the case of a conflict, control:

22 (A) ORS 90.510 (4) to (7) applies to a rental agreement and rules and regulations concerning the
23 use and occupancy of the subdivision lot until the declarant turns over administrative control of the
24 planned community subdivision of manufactured dwellings to a homeowners association pursuant to
25 ORS 94.600 and 94.604 to 94.621. The landlord shall provide each tenant with a copy of the bylaws,
26 rules and regulations of the homeowners association at least 60 days before the turnover meeting
27 described in ORS 94.609.

28 (B) ORS 90.530 applies regarding pets.

29 (C) ORS 90.545 applies regarding the extension of a fixed term tenancy.

30 (D) ORS 90.600 [(2) to (8)] **(1) to (7)** applies to an increase in rent.

31 (E) ORS 90.620 applies to a termination by a tenant.

32 (F) ORS 90.630 applies to a termination by a landlord for cause. However, the sale of a lot in
33 the planned community subdivision occupied by a tenant to someone other than the tenant is a good
34 cause for termination under ORS 90.630 that the tenant cannot cure or correct and for which the
35 landlord must give written notice of termination that states the cause of termination at least 180
36 days before termination.

37 (G) ORS 90.632 applies to a termination of tenancy by a landlord due to the physical condition
38 of the manufactured dwelling.

39 (H) ORS 90.634 applies to a lien for manufactured dwelling unit rent.

40 (I) ORS 90.680 applies to the sale of a manufactured dwelling occupying a lot in the planned
41 community subdivision. If the intention of the buyer of the manufactured dwelling is to leave the
42 dwelling on the lot, the landlord may reject the buyer as a tenant if the buyer does not buy the lot
43 also.

44 (J) ORS 90.710 applies to a cause of action for a violation of ORS 90.510 (4) to (7), 90.630, 90.680
45 or 90.765.

1 (K) ORS 90.725 applies to landlord access to a rented lot in a planned community subdivision.

2 (L) ORS 90.730 (2), (3), (4) and (7) apply to the duty of a landlord to maintain a rented lot in a
3 habitable condition.

4 (M) ORS 90.750 applies to the right of a tenant to assemble or canvass.

5 (N) ORS 90.755 applies to the right of a tenant to speak on political issues and to post political
6 signs.

7 (O) ORS 90.765 applies to retaliatory conduct by a landlord.

8 (P) ORS 90.771 applies to the confidentiality of information provided to the Housing and Com-
9 munity Services Department about disputes.

10 **SECTION 8. This 2023 Act being necessary for the immediate preservation of the public**
11 **peace, health and safety, an emergency is declared to exist, and this 2023 Act takes effect**
12 **on its passage.**

13



COUNCIL ORDINANCE NO. 20694

AN ORDINANCE CONCERNING RENTAL HOUSING; AMENDING SECTIONS 8.405, 8.415, 8.425, 8.430, AND 8.440 OF THE EUGENE CODE, 1971; AND ADDING SECTION 8.437 TO THAT CODE.

ADOPTED: July 24, 2023

SIGNED: July 25, 2023

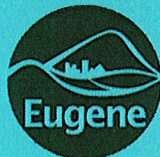
PASSED: 5:2

REJECTED:

OPPOSED: Clark, Groves

ABSENT: Keating

EFFECTIVE: August 25, 2023



ORDINANCE NO. 20694

AN ORDINANCE CONCERNING RENTAL HOUSING; AMENDING SECTIONS 8.405, 8.415, 8.425, 8.430, AND 8.440 OF THE EUGENE CODE, 1971; AND ADDING SECTION 8.437 TO THAT CODE.

THE CITY OF EUGENE DOES ORDAIN AS FOLLOWS:

Section 1. Section 8.405 of the Eugene Code, 1971, is amended to provide as follows:

8.405 Rental Housing – Purpose.

The purpose of this City Rental Housing Code is to provide minimum habitability criteria to safeguard health, property and public wellbeing of the owners, occupants and users of rental housing and to provide certain renter protections. The City Rental Housing Code is intended to supplement rather than conflict with the State of Oregon Residential Landlord and Tenant Act.

Section 2. Section 8.415 of the Eugene Code, 1971, is amended by adding the definitions of “Affordable Housing”; “Materially Incomplete Application”; “Meaningful Access”; “Open Application Period”; “Pet Deposit”; “Qualified Applicant”; “Rent”; “Screening or Admission Criteria”; “Substantial Change to Rental Agreement”; and “Week-to-Week Tenancy” to the list of definitions in alphabetical order, and amending the definition of “Security Deposit” to provide as follows:

8.415 Rental Housing – Definitions.

For purposes of sections 8.400 through 8.440 of this code, the following words and phrases mean:

Affordable Housing. Housing that is guaranteed to be affordable, under guidelines established by the United States Department of Housing and Urban Development, to households that earn no more than 80 percent of the median household income for the city of Eugene, for a period of at least 20 years; or housing for low-income persons that is eligible for an exemption from systems development charges pursuant to section 7.725(2) of this code.

Materially Incomplete Application. A rental housing application that does not include the information and supporting documentation required by a landlord to conduct an application screening pursuant to the landlord’s adopted screening or admission criteria.

Meaningful Access. The ability of a person with limited English language proficiency to use or obtain language assistance services or resources to understand and communicate effectively, including but not limited to translation or interpretation services.

Open Application Period. The period of time during which a landlord will accept rental housing applications for a publicly advertised dwelling unit.

Pet Deposit. A refundable payment or deposit of money, however designated, the primary function of which is to secure the performance of a term of a rental agreement or any part of a rental agreement by a tenant who keeps a pet in the dwelling unit that is the subject of the rental agreement.

Qualified Applicant. An applicant that meets the landlord's screening or admission criteria.

Rent. Any payment to be made to the landlord under the rental agreement, periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a dwelling unit to the exclusion of others and to use the premises. "Rent" does not include security deposits, fees, or utility or service charges as described in this City Rental Housing Code or ORS Chapter 90.

Screening or Admission Criteria. A written statement of any factors a landlord considers in deciding whether to accept or reject an applicant and any qualifications required for acceptance. "Screening or admission criteria" includes, but is not limited to, the rental history, character references, public records, criminal records, credit reports, credit references and incomes or resources of the applicant.

Security Deposit. A refundable payment or deposit of money, however designated, the primary function of which is to secure the performance of a rental agreement or any part of a rental agreement. As used in the City Rental Housing Code, a pet deposit is not considered a security deposit.

Substantial Change to the Rental Agreement. A change of terms from those included in a prior rental agreement between a landlord and tenant that substantially disadvantages the tenant, and the landlord does not provide for a commensurate decrease in rent. Examples of substantial changes to a rental agreement include, but are not limited to: tenant responsibility for payment of utilities previously included in the monthly rent; tenant responsibility for payment for a parking spot previously included in the monthly rent; landlord no longer allowing pets to occupy the dwelling unit; reduction of space available for tenant use; reduction of amenities available for tenant use; and removal of furnishings from furnished units.

Week-to-Week Tenancy. A tenancy that has all of the following characteristics: occupancy is charged on a weekly basis and is payable no less frequently than every seven days; there is a written rental agreement that defines the landlord's and the tenant's rights and responsibilities under Oregon law; and there are no fees or security deposits, although the landlord may require the payment of applicant screening charge.

Section 3. Section 8.425 of the Eugene Code, 1971, is amended by renumbering subsections (15) and (16) as subsections (20) and (21) respectively, amending subsection (20), and adding new subsections (15), (16), (17), (18) and (19) to provide as follows:

8.425 Rental Housing – Standards and Protections.

(15) Maximum Security Deposit.

(a) If a landlord requires a security deposit as a condition of tenancy, except as provided in subparagraphs (b) and (c) of this subsection (15), a landlord may not collect a security deposit that exceeds an amount equal to two months' rent for the dwelling unit.

(b) Notwithstanding subparagraph (a) of this subsection (15), a landlord may require an additional security deposit if the landlord and tenant agree to modify the terms and conditions of the rental agreement to permit a pet or for other cause and the additional security deposit relates to the modification. The additional security deposit authorized by this subparagraph (b) may not exceed an amount equal to one month's rent for the dwelling unit.

(c) Notwithstanding subparagraph (a) of this subsection (15), a landlord may require an additional security deposit if the landlord enters into a rental agreement with a tenant whose rental housing application the landlord could have denied pursuant to ORS 90.304. The additional security deposit authorized by this subparagraph (c) may not exceed an amount equal to one month's rent for the dwelling unit.

(d) If a landlord requires an additional security deposit authorized by subparagraphs (b) or (c) of this subsection (15), the landlord must allow the tenant at least three months to pay the additional security deposit.

(e) In addition to the security deposits authorized by subparagraphs (a) through (c) of this subsection (15), a landlord may collect a separate pet deposit unless the tenant's pet is a service animal or companion animal that a tenant with a disability requires as a reasonable accommodation under fair housing laws.

(16) Applications Processed in Order Received.

(a) If a landlord advertises the availability of a dwelling unit, the landlord must specify in the notice advertising the dwelling unit the date and time that the landlord will begin accepting rental applications as well as the open application period. The notice advertising the dwelling unit must also inform applicants of the ability to request additional time to ensure that applicants have meaningful access to the rental housing application. The notice advertising the dwelling unit may provide the landlord's contact information and/or a website address, internet link, or other written method of communicating information to prospective tenants.

(b) A landlord must digitally or manually record the date and time of receipt of each rental housing application received during an open application period. If a rental housing application is received by a landlord prior to the start of the open application period, the landlord must digitally or manually record the date and time of receipt of that application as 8 hours after the start of the open application period.

(c) A landlord may simultaneously process multiple rental housing applications, but must accept, conditionally accept, or deny rental housing applications in order of receipt.

(d) If a landlord maintains a waitlist for filling available dwelling units instead of advertising the availability of dwelling units and using an open application period, the landlord must add applicant names to the waitlist in order of receipt.

(e) When a landlord utilizes a waitlist to fill a dwelling unit vacancy, a landlord may simultaneously process multiple rental housing applications but must accept, conditionally accept, or deny rental housing applications in order of receipt.

(f) If an applicant requires additional time to ensure meaningful access to a rental housing application, the applicant may submit a request for additional time to the landlord. The landlord must document the date and time of the landlord's receipt of the request for additional time. If the applicant submits a rental housing application within 24 hours from the time of submission of a request for additional time, the date and time of the request for additional time will serve as the date and time of receipt of the rental housing application for purposes of determining the order in which applications are received.

(g) Upon request by an applicant, a landlord must notify the applicant of the applicant's position in line for a particular dwelling unit.

(h) A landlord must offer tenancy to the first qualified applicant who provides a rental housing application. If that applicant does not accept the offer of tenancy within 48 hours of the time the offer is made, the landlord must review the rental housing applications in order of receipt and make an offer of tenancy to the next qualified applicant who provided a rental housing application. The landlord must repeat this process until an applicant accepts the offer of tenancy.

(i) A landlord may refuse to process rental housing applications that are:

1. Materially incomplete; or
2. Submitted by an applicant who has violated a rental agreement with the landlord three or more times during the 12-month period preceding the date of the application, and the landlord can provide documentation of the violations.

(j) Subparagraphs (a) through (i) of this subsection (16) do not apply to rental housing applications for the following types of dwelling units:

1. Affordable housing;

2. A dwelling unit occupied by the landlord as the landlord's principal residence;
3. A unit of middle housing when the landlord's principal residence is another unit of middle housing on the same lot or parcel;
4. An accessory dwelling unit located on the same lot or parcel as the landlord's principal residence;
5. A dwelling unit located on the same lot or parcel as an accessory dwelling unit occupied by the landlord as the landlord's principal residence;
6. A dwelling unit that will be shared with an existing tenant who has a separate rental agreement for the dwelling unit; and
7. A dwelling unit not advertised or rented to the general public.

(k) Nothing in this subsection (16) diminishes or otherwise affects any duty of a landlord under federal, state, or local law to grant a reasonable accommodation to an individual with a disability.

(17) Relocation Assistance.

(a) Termination Without Cause or for a Landlord Qualifying Reason.

1. Except for those landlords and tenancies exempt from payment of relocation assistance as provided in subparagraphs (f) and (g) of this subsection (17), and except as provided in subparagraph (b) of this subsection (17), a landlord must comply with the relocation assistance notice and amount requirements in subparagraphs (a)2. and (a)3. of this subsection (17) if the landlord terminates a rental agreement:

a. Without cause during the first year of occupancy as provided in ORS 90.427; or

b. Because the landlord has a qualifying reason for termination under ORS 90.427.

2. Prior to the termination of a rental agreement pursuant to subparagraph (a)1. of this subsection (17), a landlord must deliver a written notice of termination of the rental agreement to each affected tenant. The termination notice must be delivered to the tenant at least 90 days before the termination date designated in the notice. The termination notice must specify the amount of relocation assistance for which the tenant is eligible and must include a description of the tenant's rights and obligations under this subsection (17).

3. Not less than 45 days prior to the termination date in the notice of termination required by subparagraph (a)2. of this subsection (17), the landlord must pay the tenant relocation assistance in an amount equal to two months' rent for the dwelling unit. The amount of relocation assistance required by this subsection applies per dwelling unit and not per each individual tenant.

4. A tenant who remains in the dwelling unit after the termination date in the notice of termination required by subparagraph (a)2. of this subsection (17) without the permission of the landlord must immediately repay to the landlord the relocation assistance paid by the landlord pursuant to subparagraph (a)3. of this subsection (17).

(b) Landlord Declines to Renew Fixed Term Rental Agreement.

1. Except for those landlords and tenancies exempt from payment of relocation assistance as provided in subparagraphs (f) and (g) of this subsection (17), in the case of a fixed term rental agreement with a specified ending date that falls within the first year of a tenant's occupancy of the dwelling unit, the landlord must, at least 90 days prior to the specified ending date of the fixed term rental agreement, provide the tenant with a written statement informing the tenant of the requirements of subparagraph (b)2.

2. For a tenant to be eligible to receive relocation assistance pursuant to this subparagraph (b), the tenant must, at least 60 days prior to the specified ending date of the fixed term rental agreement, provide the landlord with written notice of the tenant's desire to renew the fixed term rental agreement.

3. Within 30 days of the date of the notice described in subparagraph (b)2. of this subsection (17), the landlord must either:

- a. Provide the tenant written notice that the landlord declines to renew the fixed term rental agreement and pay the tenant relocation assistance in an amount equal to two months' rent for the dwelling unit; or
- b. Provide the tenant written notice that the landlord agrees to renew the fixed term rental agreement.

4. For purposes of this subparagraph (b), a landlord declines to renew a fixed term rental agreement if the landlord conditions the renewal on a tenant's agreement to a substantial change to the rental agreement.

5. A tenant who agrees to the landlord's conditions of renewal or who remains in the dwelling unit after the specified ending date in the fixed term rental agreement without the permission of the landlord must immediately repay to the landlord the relocation assistance paid by the landlord pursuant to subparagraph (b)3.a. of this subsection (17).

(c) Rent Increases.

1. Except for those landlords and tenancies exempt from payment of relocation assistance as provided in subparagraphs (f) and (g) of this subsection (17), a landlord that intends to increase a tenant's rent by the maximum annual rent increase percentage as set by the State of Oregon pursuant to ORS 90.324 must deliver a written notice of rent increase to each affected tenant at least 90 days before the date of the rent increase designated in the notice. The notice of rent increase must specify the amount of the new rent, the dollar amount by

which the rent will increase, the percentage of the increase, and the date the increase will become effective. The notice of rent increase must also specify the amount of relocation assistance for which the tenant is eligible and must include a description of the tenant's rights and obligations under this subsection (17). Expiration of rent concessions specified in a rental agreement is not considered a rent increase for purposes of this subparagraph (c).

2. A tenant who receives the notice of rent increase required by subparagraph (c)1. of this subsection (17), may, within 30 days of the date of the notice, request in writing relocation assistance from the landlord.

3. If a tenant requests relocation assistance pursuant to subparagraph (c)2. of this subsection (17), the landlord must pay the tenant relocation assistance in an amount equal to two months' rent for the dwelling unit. The landlord must pay the relocation assistance required by this subparagraph (c)3. at least 45 days prior to the date of the rent increase stated in the rent increase notice required by subparagraph (c)1. of this subsection (17). The relocation assistance required by this subparagraph (c)3. applies per dwelling unit and not per each individual tenant.

4. A tenant who receives relocation assistance pursuant to subparagraph (c)3. of this subsection (17) must, within 45 days of the date of receipt of the relocation assistance, either:

- a. Provide the landlord with written notice of termination of the rental agreement and vacate the dwelling unit; or
- b. Repay the relocation assistance to the landlord and remain in the dwelling unit, subject to the increased rent as provided in the rent increase notice required by subparagraph (c)1. of this subsection (17).

(d) Relocation Assistance Limited. A tenant may only receive relocation assistance once per tenancy. Receipt and subsequent repayment of relocation assistance pursuant to subparagraph (c)4.b. of this subsection (17) does not count as receipt of relocation assistance for purposes of this subparagraph (d).

(e) Within 60 days of payment of relocation assistance pursuant to this subsection (17), a landlord must report the payment to the city.

(f) The following are exempt from the relocation assistance requirements of this subsection (17) as long as the landlord complies with the requirements of subparagraph (g) of this subsection (17):

- 1. Week-to-week tenancies;
- 2. Occupancy of the same dwelling unit by the landlord and tenant where the landlord occupies the dwelling unit as the landlord's principal residence for at least six months prior to one of the relocation assistance eligible events set forth in subparagraphs (a) – (c) of this subsection (17).

3. Tenants that occupy one unit of middle housing when the landlord's principal residence is another unit of middle housing on the same lot or parcel and the landlord occupies the unit of middle housing as the landlord's principal residence for at least six months prior to one of the relocation assistance eligible events set forth in subparagraphs (a) – (c) of this subsection (17).
 4. Tenancies where a tenant occupies an accessory dwelling unit and the landlord's principal residence is located on the same lot or parcel, or tenancies where the landlord occupies the accessory dwelling unit and the tenant occupies a dwelling unit on the same lot or parcel; and the landlord occupies the dwelling unit or accessory dwelling unit as the landlord's principal residence for at least six months prior to one of the relocation assistance eligible events set forth in subparagraphs (a) – (c) of this subsection (17).
 5. A landlord that temporarily rents out the landlord's principal residence during the landlord's absence of not more than 3 years and the landlord returns and reoccupies the dwelling unit as the landlord's principal residence;
 6. A landlord that temporarily rents out the landlord's principal residence during the landlord's absence due to active-duty military service the landlord returns and reoccupies the dwelling unit as the landlord's principal residence;
 7. Units of Affordable Housing;
 8. A dwelling unit that is subject to and in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
 9. A dwelling unit rendered immediately uninhabitable not due to the action or inaction of a landlord or tenant;
 10. A dwelling unit rented for a period of less than 6 months with appropriate verification of the submission of a demolition permit prior to the execution of the rental agreement;
 11. A dwelling unit subject to a fixed term tenancy where the landlord's intent to sell or permanently convert the dwelling unit to a use other than as a dwelling unit is a term of the executed rental agreement.
- (g) In order to qualify for an exemption from the relocation assistance requirements of this subsection (17), a landlord must:
1. For the exemptions specified in subparagraphs (f)1., (f)5., (f)6., (f)7., (f)10., and (f)11. of this subsection (17), no later than the time of execution of the rental agreement, the landlord must provide each tenant who is a party to the rental agreement with written notice that the tenancy is exempt from relocation assistance.
 2. For the exemptions specified in subparagraphs (f)2., (f)3., and (f)4. of this subsection (17), where the landlord is living in the dwelling unit or on the lot or parcel at the time of execution of the rental agreement, no later than the time of

execution of the rental agreement the landlord must provide each tenant who is a party to the rental agreement with written notice that the tenancy is exempt from relocation assistance. The notice requirement of this subparagraph (g)2. applies to rental agreements executed on or after September 1, 2023.

3. For the exemptions specified in subparagraphs (f)2., (f)3., and (f)4. of this subsection (17), if the landlord moves into the dwelling unit or onto the lot or parcel during the term of the rental agreement, within 30 days of occupying the dwelling unit or the lot or parcel, the landlord must provide each tenant who is a party to the rental agreement with a written notice that the tenancy will be exempt from relocation assistance once the landlord has occupied a dwelling unit on the lot or parcel as the landlord's principal residence for at least six months. The notice requirement of this subparagraph (g)3. applies to landlords moving into the dwelling unit or onto the lot or parcel on or after September 1, 2023.

4. For the exemptions specified in subparagraphs (f)8. and (f)9. of this subsection (17), at the same time that the landlord provides a notice of termination of the rental agreement, the landlord must provide each tenant who is a party to the rental agreement with a written notice that the tenancy is exempt from relocation assistance.

5. Except for landlords exempt from relocation assistance requirements pursuant to subparagraph (f)7., within 30 days of the date a landlord provides a tenant with the notice of exemption from relocation assistance required by subsections (g)1., (g)2., (g)3., or (g)4. of this subsection (17), the landlord must submit to the city a notice of relocation assistance exemption.

(h) A landlord required to pay relocation assistance pursuant to subparagraphs (a), (b) or (c) of this subsection (17) may subtract from the amount of relocation assistance required by those subparagraphs any amount paid by the landlord to the tenant pursuant to ORS 90.427.

(18) Termination of Tenancy – Reporting.

(a) Except as provided in subparagraph (b) of this subsection (18), a landlord shall report to the city all of the following:

1. A written notice of termination of a rental agreement that is delivered to the tenant and that results in a termination of tenancy. The landlord shall provide the city with a copy of the termination notice.

2. A tenant who vacates a dwelling unit on or before the date indicated in a written termination notice delivered by the landlord. The landlord shall provide the city with a copy of the termination notice.

3. Legal action taken by the landlord to remove a tenant from a dwelling unit that results in a termination of tenancy.

(b) A report required by subparagraph (a) of this subsection (18) must be filed with the city within 30 days of the date of the applicable action listed in that subsection.

(c) The requirements of subparagraph (a) of this subsection (18) do not apply in the case of a week-to-week tenancy.

(19) Compliance with Laws. Nothing in this section 8.425 diminishes or otherwise affects any duty of a landlord to comply with applicable requirements of federal, state, or local law.

(20) Administrative Rules. The city manager may, pursuant to section 2.019 of this code, adopt administrative rules for implementation of this section 8.425, including rules that prescribe the form and content of the written notices and reports required by this section 8.425.

(21) Interpretations.

(a) The city manager is empowered to render interpretations of sections 8.400 through 8.440 of this code.

(b) Such interpretations shall be consistent with the purpose of this code.

Section 4. Subsections (2)(a), (b) and (d), and subsection (5)(a) of Section 8.430 of the Eugene Code, 1971, are amended to provide as follows:

8.430 Rental Housing – Enforcement.

(2) Complaint.

(a) A complaint may be filed by phone, e-mail, mail, or in person.

(b) A person who files a complaint must be:

1. A party to the current rental agreement covering the property in question or an agent of the party.

2. For alleged violations of EC 8.425(14), an individual who has paid an applicant screening charge or an agent of that individual.

3. For alleged violations of EC 8.425(15), an individual who has paid a security deposit or an agent of that individual.

4. For alleged violations of EC 8.425(16), an individual who has submitted a rental housing application or an agent of that individual.

5. For alleged violations of EC 8.425(17), an individual eligible for receipt of relocation assistance or an agent of the individual.

6. For alleged violations of EC 8.425(18) an individual who was a party to the rental agreement that is the subject of the notices required by EC 8.425(18) or an agent of the party.

(d) Complaints shall be processed by the city manager. The city manager shall adopt rules pursuant to section 2.019 of this code that specify the procedure to be followed in processing complaints. Before initiating an investigation under subsection (3) of this section, the city manager shall:

1. Confirm that the complainant has standing to file a complaint;
2. Confirm that the subject of the complaint could be a violation of this code;
3. Except for complaints regarding violations of EC 8.425(14), (15) and (16), and complaints regarding lack of essential services, confirm that the owner or the owner's agent has had ten days since mailing of the written notice by the tenant to respond to the complaint;
4. For complaints regarding violations of EC 8.425(14), (15) and (16), and complaints involving lack of essential services, confirm that the owner or owner's agent has had 48 hours from the time the tenant provided written notice to respond to the complaint; and
5. Provide notice to the owner or the owner's agent of the complaint per written procedures.

(5) *Notices and Orders.*

(a) For valid complaints, the city manager shall issue an order to the owner or the owner's agent. The notice and order shall include the following:

1. Address and unit number if applicable;
2. A statement that the city manager has found a violation of section 8.425 of this code as alleged in the complaint;
3. A description of the violation;
4. Except as provided in subparagraph (5)(a)5. of this section, a deadline of ten days for remedying the violation, including completion of any repairs, unless the city manager determines that:
 - a. Repairs are needed to remedy the lack of essential services. Upon making this determination, the city manager shall fix a deadline for completing the repairs that is reasonable in the circumstances and is within 48 hours from issuance of the notice and order. However, if the city manager determines that the repairs cannot be completed within 48 hours, the owner or owner's agent shall, within 48 hours, submit a compliance schedule acceptable to the city; or
 - b. Necessary repairs of non-essential services cannot be completed within the ten-day period. If the city manager makes such a determination, the owner or owner's agent shall submit a compliance schedule acceptable to the city within ten days.

5. If the city manager finds a violation of EC 8.425 (15) or (16), a deadline of 48 hours for remedying the violation.

6. A statement advising the owner or the owner's agent that if the violation is not remedied by the deadline stated in the notice and order, the city manager may:

a. Issue an administrative civil penalty, or initiate a prosecution in municipal court, or both; and

b. Initiate action to recover all city costs associated with the processing of the complaint, investigation and the resolution of the issue.

7. A statement that the owner or the owner's agent may appeal the notice and order as specified in section 8.435 of this code; and;

8. If repairs are required to remedy the violation, the date after which a reinspection will be scheduled.

(b) The city manager shall deliver the notice and order, and any amended or supplemental notice and order, to the tenant and to the owner or the owner's agent by e-mail, personal delivery, phone, or first-class mail. If the complaint involves lack of essential services, the city manager shall provide such notice and order by e-mail, phone, and/or personal delivery.

Section 5. Section 8.437 of the Eugene Code, 1971, is added to provide as follows:

8.437 Rental Housing – Cause of Action for Failure to Pay Relocation Assistance.

A landlord that violates the relocation assistance provisions in EC 8.425(17) is liable to an individual eligible for relocation assistance in an amount equal to three months' rent for the dwelling unit as well as actual damages, relocation assistance, and reasonable attorney fees and costs; collectively, "damages." In addition to any other rights and remedies provided in this Rental Housing Code or other applicable local, state or federal law, any tenant claiming to be aggrieved by a landlord's violation of EC 8.425(17) has a cause of action in any court of competent jurisdiction for damages and any other remedies as may be appropriate.

Section 6. Subsection (2) of Section 8.440 of the Eugene Code, 1971, is amended to provide

as follows:

8.440 Rental Housing – Registration and Fees.

(2) The city manager, using the process contained in section 2.020 of this code, shall set a fee for each dwelling unit covered by a rental agreement. The revenues generated by the fee may be used for:

(a) Offsetting the costs to the city associated with the enforcement of this City Rental Housing Code; and

(b) Costs associated with providing services to tenants and owners and managers of rental housing, including but not limited to a rental housing navigator position, rental housing data collection, and tenant support services.

Section 7. Notwithstanding the requirements of EC 8.425(17)(g), rental agreements for tenancies described in EC 8.425(17)(f)1., (f)5., (f)6, (f)7., (f)10., and (f)11. executed and effective on or before the effective date of this ordinance are exempt from the relocation assistance requirements of EC 8.425(17) if within 30 days of the effective date of this ordinance, the landlord: (1) provides each tenant who is a party to the rental agreement with a written notice that the tenancy is exempt from relocation assistance; and, (2) except for tenancies described in EC 8.425(17)(f)7., submits to the city a notice of relocation assistance exemption.

Section 8. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 9. The City Recorder, at the request of, or with the consent of the City Attorney, is authorized to administratively correct any reference errors contained herein, or in other provisions of the Eugene Code, 1971, to the provisions added, amended, or repealed herein.

Passed by the City Council this

24th day of July, 2023



City Recorder

Approved by the Mayor this

25 day of July, 2023



Mayor

Housing underproduction has consequences



Oregon's housing deficit is over 150,000 units and grows every year.

OR builds at best ~20,000 units annually

13,000 this year

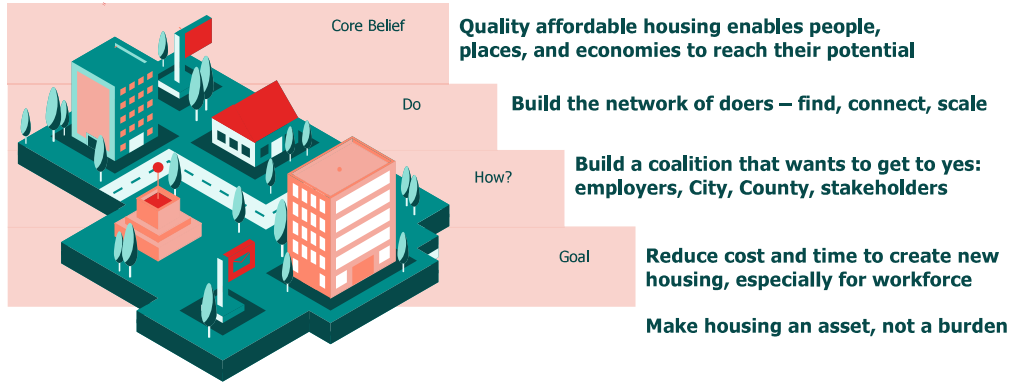
High housing costs and not enough of it prevents people, places, and economies from reaching their potential

To catch up and meet future demand, we need to produce 40,000 units annually --- everywhere, all types



We need to radically increase annual housing production.

Missing Middle Housing Fund



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What we do



Center the needs of employers – bring them to the table in significant ways through City leadership

Bring innovation, capital, and new partners to Boardman

Guide pilot projects that change HOW housing is created – create models for the whole county

Change the narrative from one of impossibility to possibility

Housing Production Innovation Opportunities



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What's happening NOW



Newberg revolving investment fund example

- Seed funding as innovation bait
- Rally the employers and ec dev orgs
- Hold a solutions summit
- Attract innovators - dev, finance, employment
- BUILD → 2.0 + zoning project

Santiam Canyon – rural timber towns

Tillamook – coast, AirBnB

Bend – high cost growing tech city

Gresham – urban, not much investment

Community Colleges – Living, Loving, Learning workforce housing

Manufacturing facilities – CLT, pre-fab metals, geopolymers concrete, etc.

No silver bullet: \$ needs to be FLEXIBLE, RISK TAKING, and CATALYTIC



Employers need to lead – clout, land, resources, need



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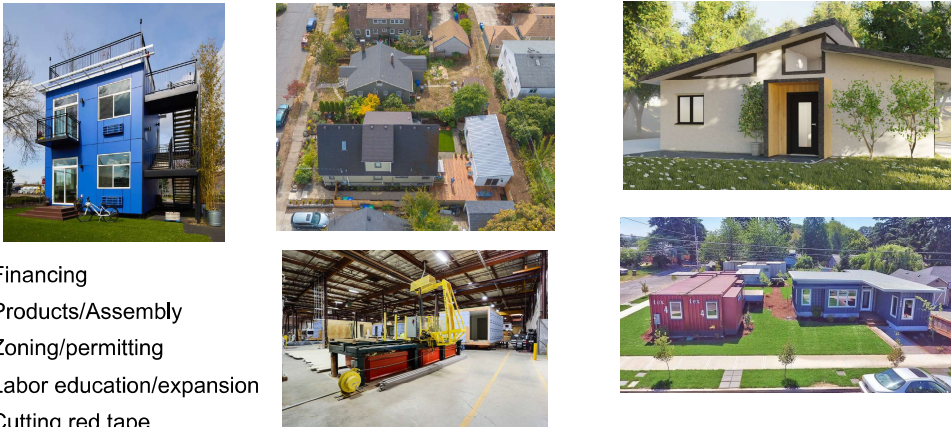
Innovators – find, connect, empower, scale



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Innovators – find, connect, empower, scale



- Financing
- Products/Assembly
- Zoning/permitting
- Labor education/expansion
- Cutting red tape

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Outside Oregon



- Missoula, MT
- Gwinnet County, GA
- Pittsburgh, PA
- Vancouver, WA
- Hanover, NH
- Vermont
- CHIPS
- CA Community Colleges

- Terner Center & Housing Lab (Bay area)
- Housing Innovation Collaborative (LA)
- Housing Innovation Alliance (Pgh)



Innovation is everywhere we look – no need to reinvent the wheel

All hands on deck!



Innovation abounds

**No silver bullets
silver buckshot**



**Connect across sectors, geography,
politics, industries**

We need everyone



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Where to start?



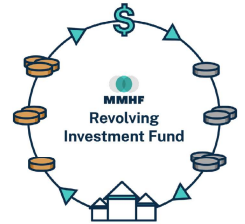
Get employers on the same page – they lead
Invite government – tools, expertise
Set the right goals – speed, innovation, workforce



Raise \$ - innovators/does need bait
Put your stakeholders to work – align goals – DO (Summit)

Release an RFP – go FAST – invite the world to Boardman

Start building – all hands on deck
Use your \$ many times (revolving fund)



Encourage what else emerges

Representative Scharf added, *“This money will continue to reinvest itself over time, which is the most exciting part.”*

Boardman Park & Recreation

1 W. Marine Drive

PO Box 8

Boardman, OR 97818

(541) 481-7217

George Shimer, CEO



February 2023

Dear City Council,

The Boardman Park & Recreation District is pleased to share with you the events we have been involved with. We are grateful for the collaboration and cooperation of everyone in helping us serve the community.

For your understanding, the District is a local government district. We have a bond that is currently costing the taxpayers 34.6 cents per thousand dollars of assessed value. Originally the rate was 97 cents. This Bond was issued for the purpose of paying for the construction of the Recreation Center, not the operations. We also have a loan with the Bank of Eastern Oregon. This loan was taken out to pay off the rest of the construction cost. This year we will make our last payment on that loan.

We are part of the Special Districts Association of Oregon. We lean on SDAO for administration guidance as well as legal support for the board. Our local 5-member board is made up of the following people with the year they started in parenthesis: Chair- Krista Price (2007), Vice Chair- John Christy (2021), Sec/Treasure David Boor (2020), Norma Ayala (2021), Luis Campos (2023). Our board meetings are set for the 4th Tuesday of each month, except for December.

As you all know we have the best kept secret along the Columbia River for an RV Park. (I don't even know why we put money into advertising.) The maintenance crew does a wonderful job keeping the grounds as green as possible. Our goal is to provide a safe and beautiful location for guests to come to for relaxation and recreation. We are finishing up our long term stays for the winter at the end of March. For this next summer season, we are already 50% booked with the holiday weekends 100% booked.

As with the City, we too, are working on our annual budget. We will have three new people on our 5-member budget committee this year.

We are very grateful to receive Columbia River Enterprise Zone (CREZ) funds. We know as a taxing district, we do not receive as much funds from taxes if the business with the tax abatements would have paid regular taxes. By bringing in these businesses it does bring in extra revenue which we would not have. We are able to use the funds from the CREZ to help pay off our bond in leu of the taxpayers. We also use the revenue to help fund the operations and programs of the District.

On March 8, we will be hosting a group called Drysiders. It is made up of Park Special Districts and City Park Departments from Central and Eastern Oregon. Training and legal updates will be shared with lunch being catered by Macarios.

Boardman Park & Recreation

1 W. Marine Drive

PO Box 8

Boardman, OR 97818

(541) 481-7217

George Shimer, CEO



The grand opening for the new MCURD sponsored Fish Cleaning Station will be Tuesday, March 19, at 5:30 pm right before our board meeting. We would like to invite you all to join us at this celebration.

Thank you again for your support to the Boardman Park and Recreation District.

Sincerely,

George Shimer, CEO

Calendar of Events

- February 27 – BPRD Board Meeting
- February 29 – Dr Suess Reading Day at Windy River Elementary
- March 1st – Youth Track club and Pickleball League registrations starts.
- March 8 – Drysiders' meeting for park districts hosted by BPRD.
- March 8 – Boardman Chamber of Commerce Distinguished Citizens Awards Banquet
- March 9 – RHS Booster Bash.
- March 14 – Loteria at Senior Center
- March 15 – Last day to register for Little League- softball and baseball.
- March 16 – K-2nd grade Basketball Camp
- March 19 – Grand opening of the new MCURD sponsored Fish Cleaning Station, @5:30.
- March 19 – Board meeting with budget committee.
- March 30 – Community Easter Egg Hunt.
- March 30 – Underwater Easter Egg Hunt.
- March 31 – End of winter long-term stays.
- April 1 – Adult basketball league sign up start
- April 8 – Pickleball Season starts
- April 13 – Community-Wide Yard Sale
- April 20 – Spring Bash Run



Chamber and BCDA February 2024 Report

Boardman Chamber Membership Updates:

- We currently have 267 members and 1 new member for January 2024. Our chamber continues to grow and support our community and businesses to make Boardman a Great Place to Live, Work, and Play. We are looking forward to a wonderful year in 2024 and providing our members with value through a great partnership.
- Our **new members** that joined our chamber recently:
 - *PNW Performance, LLC*

Boardman Chamber of Commerce Events

- **34th Distinguished Citizens Awards Banquet:** Join us on Friday, March 8, 2024, 6:00 PM, at the Port of Morrow Riverfront Center. Our dinner is being provided by GG's Smokehouse Catering by Amber Inc., Drinks by Destination Bartending, and Decorations by Party Poppin' by Rosa. We are still looking for an auctioneer. We have 12 sponsors for this year's event. Tickets are available and links to purchase tickets can be found on our Social Media Sites, Website, or at the chamber office. We have also posted flyers at our local businesses in Boardman with a QR code that goes to the event page. Net profits from this event supports scholarships for Riverside Senior Graduates and past scholarship recipients.
- **2024 Ryan Neal Golf Invitational:** Join us Friday, April 26, 2024, and Saturday, April 27, 2024. Registration will be available the middle of March. Net profits from this event support scholarships for Riverside Senior graduates and past scholarship recipients. We have begun hearing from chamber members and community members that they are interested in being a part of the event.

Member Events

- **SAGE Center Events:**
 - **March SAGE Saturday:** will be held on March 2, 2024, from 9:00 AM – 12:00 PM.
 - **Jurassic Flats Carp Clave:** SAGE Center has teamed up w/ Bill Marts from the Schmoots Clooper Invitational Tournament. This will be on April 20, 2024. The 1st Annual Jurassic Flats Carp Clave at the Sage Center in Boardman, OR. (flyer below for more details)

- **Midway Bar & Grill:**
 - Midway will have a St. Patties Day Party on Saturday, March 16th! Live Music, Green Beer, and food. Scott Wilson will be performing from 7:00 PM to 10:00 PM.

- **Wild Horse Resort & Casino:**
 - Anniversary Fireworks Show – The Wildhorse 29th Anniversary Celebration will be Saturday, March 9, 2024, at 8:00 PM. This is a free event for anyone wanting to enjoy the Casino and a wonderful Fireworks Show.
 - '90s THROWBACK DANCE PARTY: After The Fireworks Show! Saturday, March 9, 2024, at 8:30 PM at the Rivers Event Center. This is a Free Event.

- **Boardman Park-Recreation:**
 - Boardman Park will hold a Community Easter Egg Hunt at the Boardman Marina Day use park. It is free for the whole family. It will be held on March 30, 2024, at 10:00 AM.
 - They will also hold an Underwater Egg Hunt at the Boardman Pool & Rec Center on March 30, 2024, from 1:00 PM – 3:00 PM. It will be at 311 NE Olson Rd. There is a fee of \$5 per child.

- **Desert Lanes Family Fun Center:**
 - A 9 Pin No Tap Kegler Klub challenge will start on Sunday, March 19, 2024, at 6:00 PM.
 - Echo Hills & Desert Lanes 4th Annual Spring BOLF Tournament will be held on April 27, 2024

To find more information on events, please follow our social media sites, website, and YouTube channel.

Boardman Community Development Association

BCDA is committed to continuing to provide a quality of life to the residents of Boardman. As we are in the early stages of planning for 2024, we look forward to putting together our new budgeted items and project list.

Thank you for your time. If you have any questions, please feel free to call 541-571-2394 or email torrie@boardmanchamber.org anytime.

Looking for more information, please visit www.boardmanchamber.org or call our office at 541-481-3014.

SAVE THE DATES FOR UP COMING EVENTS BY THE CHAMBER AND MEMBERS

34TH ANNUAL
DISTINGUISHED
CITIZENS AWARDS BANQUET
 FRIDAY, MARCH 8TH
 6 pm
POM Riverfront Center

SAGE
SATURDAYS
MARCH 2ND
9AM-12PM
SAGE CENTER
FREE ARTS & CRAFTS!

JURASSIC FLAY
A CARP CLAVE ON THE COLUMBIA RIVER
APRIL 20
 9AM-3PM

'90S THROWBACK
DANCE PARTY
MARCH 9
WILDHORSE RESORTS & CASINO

UNDERWATER EGG HUNT
@BOARDMAN POOL & RECREATION CENTER
 311 NE Olson Rd.
MARCH 30 2024
1PM - 3PM
\$5 PER CHILD
AGES 0-15
 Registration Opens: March 1st, 2024
Limited Spots Available!

COMMUNITY EASTER EGG HUNT
FREE!
MARCH 30, 2024
10AM
BOARDMAN MARINA DAY USE PARK
1 W. MARINE DR.
Ages 0-12

Echo Hills & Desert Lanes
4th annual Spring BOLF Tournament
Date: April 27th

18 HOLE 4 PERSON SCRAMBLE
10 GAME 4 PERSON BAKER (BOWLING)

PRICE: \$240.00/TEAM
LIMITED TO 16 TEAMS

GOLF START TIME: 8:00 A.M.
(CHECK IN 7:30 A.M.)
BOWLING START TIME: 2:00 P.M.

9 PIN NO TAP Kegler Klub Challenge
Starting: Sunday, March 19th 6pm
\$18 per person per week

- 4 person teams (any mix)
- Bowl 3 games each night
- Handicap 100% of 250
- Limited to 12 teams
- Must be 21 or older

Open to all Restaurants, Bars, and Lounges . Gift cards are awarded weekly to each team after week 6 from one of our sponsoring establishments.

**CITY OF BOARDMAN
RESOLUTION 4-2024**

A RESOLUTION ACCEPTING DONATED LAND

WHEREAS, Gary and Carol Maughan own property in the City of Boardman under and adjacent to the Bonneville Power Administration (BPA) powerlines that is zoned BPA Transmission Line Easement or is unzoned and have offered to donate it to the City of Boardman (see attached maps); and,

WHERE AS, this property will be used for streets, parks, and portions for sale.

WHERE AS, the portion of this property used for streets will allow for development of Oregon Trail Boulevard and Southwest 1st Street.

WHEREAS, the City of Boardman recognizes that the commercial or residential development of this property is limited by the BPA easement and intends to develop portions of this land into parks and natural areas to benefit the residents of Boardman; and,

WHEREAS, the donated land, after development into parks and natural areas with trails and other amenities, will be preserved and protected to provide enjoyment for years to come.

NOW, THEREFORE, BE IT RESOLVED:

That this Resolution becomes effective upon adoption but transfer of the land will not take effect until the parcels are deeded to the City, free and clear of any unacceptable encumbrances, as legal transferable parcels.

DATED this 5th day of March 2024.

CITY OF BOARDMAN

Mayor – Paul Keefer

Council President – Heather Baumgartner

Councilor – Karen Pettigrew

Councilor – Richard Rockwell

Councilor – Brenda Proffitt

Councilor – Cristina Cuevas

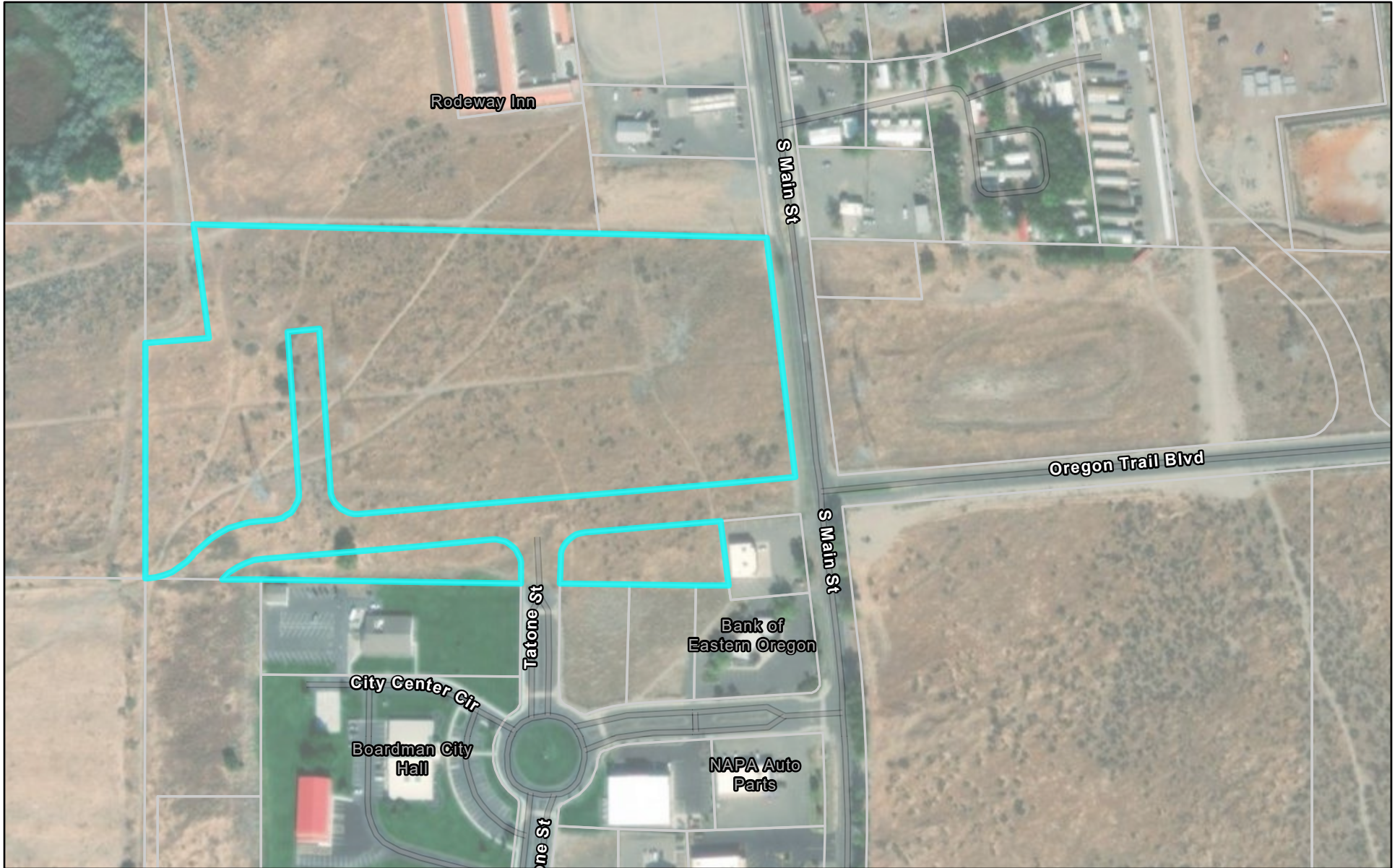
Councilor – Ethan Salata

ATTEST:

Amanda Mickles – City Clerk

Property to Donate 1

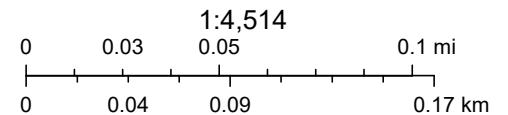
Section 10, Item A.



3/1/2024, 10:59:13 AM

 CityLimits

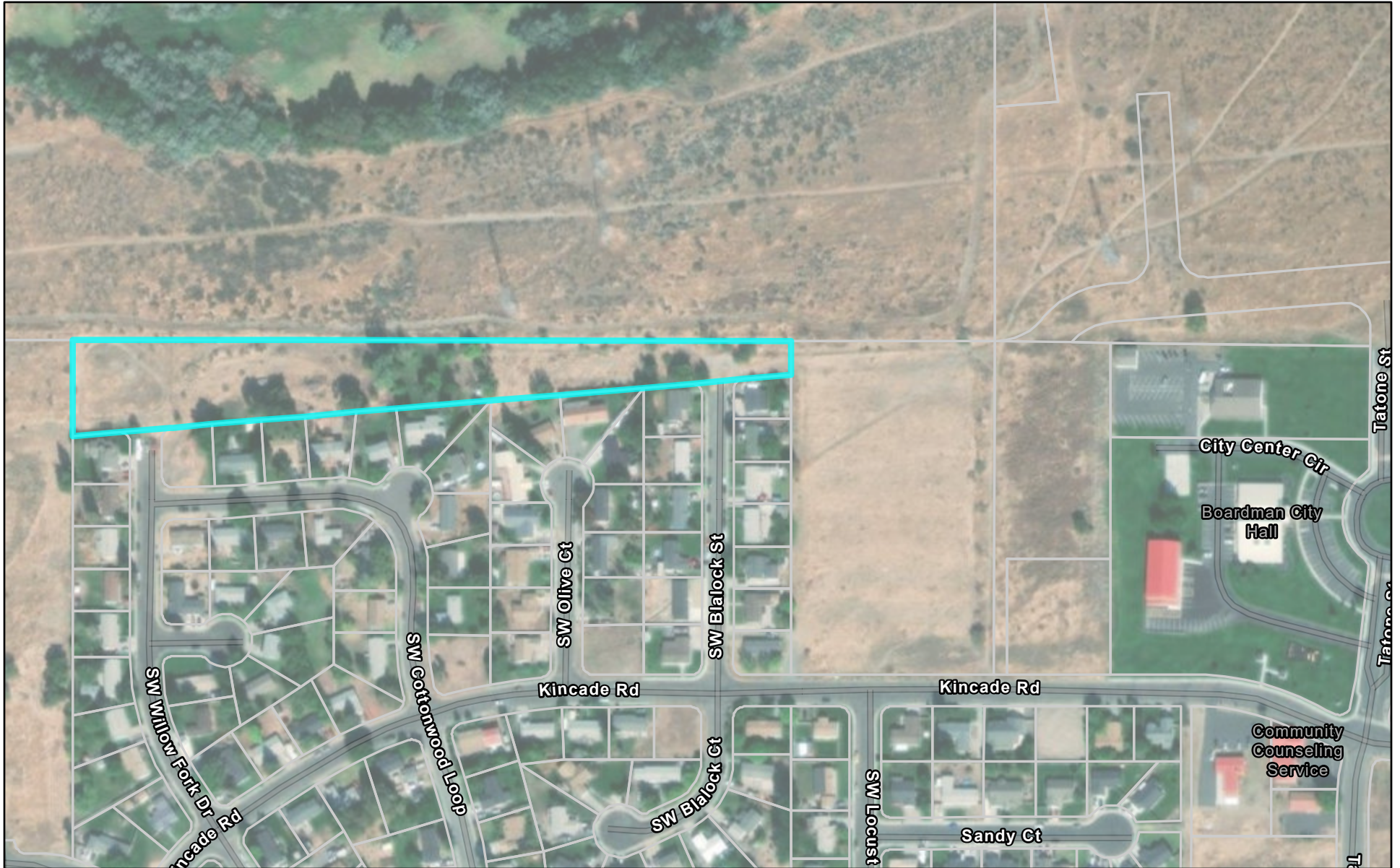
 Taxlots



Esri Community Maps Contributors, Oregon State Parks, State of Oregon GEO, WA State Parks GIS, © OpenStreetMap, Microsoft, Esri, TomTom, ArcGIS Web AppBuilder

Property to Donate 2

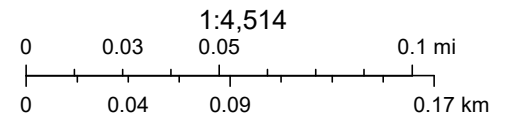
Section 10, Item A.



3/1/2024, 11:01:32 AM

 CityLimits

 Taxlots



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ArcGIS Web AppBuilder

**CITY OF BOARDMAN
RESOLUTION 5-2024**

A RESOLUTION PURCHASING LAND

WHEREAS, Gary and Carol Maughan own property in the City of Boardman under and adjacent to the Bonneville Power Administration (BPA) powerlines that is zoned BPA Transmission Line Easement, Tourist Commercial, and General Industrial that they have offered to sell to the City of Boardman (see attached map); and,

WHERE AS, this property will be used for parks and a portion for sale.

WHEREAS, the City of Boardman recognizes that the commercial or residential development of this property is limited by the BPA easement and intends to develop portions of this land into parks and natural areas to benefit the residents of Boardman; and,

WHEREAS, the purchased land, after development into parks and natural areas with trails and other amenities, will be preserved and protected to provide enjoyment for years to come.

NOW, THEREFORE, BE IT RESOLVED:

That this Resolution becomes effective upon adoption but transfer of the land will not take effect until the parcels are deeded to the City, free and clear of any unacceptable encumbrances, as legal transferable parcels.

DATED this 5th day of March 2024.

CITY OF BOARDMAN

Mayor – Paul Keefer

Council President – Heather Baumgartner

Councilor – Karen Pettigrew

Councilor – Richard Rockwell

Councilor – Brenda Profit

Councilor – Cristina Cuevas

Councilor – Ethan Salata

ATTEST:



Amanda Mickles – City Clerk

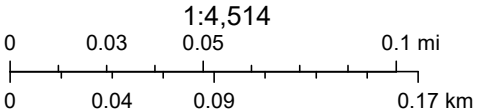
Property to Purchase

Section 10, Item B.



3/1/2024, 10:53:20 AM

 CityLimits
 Taxlots



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**CITY OF BOARDMAN
RESOLUTION 6-2024**

**A RESOLUTION TO ADOPT THE SUPPLEMENTAL
CITY BUDGET FOR FISCAL YEAR 2023-2024**

WHEREAS, grant funds are being provided by the Oregon Department of Transportation, through the Small Cities Allotment, in the amount of \$250,000, for the Capital Outlay of NW Columbia Ave. street improvements; and

WHEREAS, Business Oregon has awarded the City, \$20,000 for a water feasibility study; and it anticipates completing it this fiscal year; and

WHEREAS, the city received third-party insurance proceeds for a previous claim and these funds are just a pass-through, to the affected entity, in the amount of \$11,750; and

WHEREAS, the City’s original budget omitted some equipment expenses for the public safety department and they hired an additional officer, who will also require additional equipment. Additional expenses total \$35,500; and

WHEREAS, the Water Department will issue refunds to accounts that are overpaid, and is increasing expenses to cover utilities and repairs and maintenance in anticipation of the 1M gallon water reservoir coming online and repurposing some of the old equipment; and

WHEREAS, the Building Department has exceeded this fiscal year’s anticipated Intergovernmental Building Department resources which correlate to the IGA Fees paid to Morrow County and the Boardman Fire Rescue District. The expenses in this category must be increased by \$242,000 to be able to pay out the remaining IGA fees, for this fiscal year; and

WHEREAS, the City had budgeted for General Government to purchase a vehicle, and is reallocating \$40,000 to Public Safety, for the purchase of an additional patrol vehicle, for the new officer. Capital Outlay for Public Safety is increasing an additional \$35,300 for upfitting of the vehicle and capital equipment purchases for the additional officer; and

WHEREAS, the City is reallocating \$20,000 from General Government Capital Outlay to Facilities Capital Outlay, to replace the flooring at City Hall, which has come to be a safety hazard, and to paint the interior of City Hall; and

WHEREAS, the City has completed the construction of the wastewater lagoon, funded by the G.O. Bond, and anticipates finalizing the purchase of the land on which it sits. \$215,000 is being allocated to cover the cost of land and closing and recording fees.

NOW, THEREFORE BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2023, for the following purposes:

GENERAL FUND (100)

GENERAL GOVERNMENT	
Materials & Services	31,750
PUBLIC SAFETY	
Materials & Services	35,500
Capital Outlay	75,300
FACILITIES	
Capital Outlay	20,000
NOT ALLOCATED TO ORGANIZATIONAL UNIT	
Capital Outlay	-60,000
Contingency	-102,550
FUND CHANGE	<u>\$ 0</u>

WATER FUND (220)

RESOURCES	
GRANTS	20,000
Total Resources	<u>20,000</u>
DISBURSEMENTS	
MATERIALS & SERVICES	103,500
CONTINGENCY	-83,500
Total Disbursements	<u>20,000</u>
FUND CHANGE	<u>\$20,000</u>

BUILDING FUND (260)

MATERIALS & SERVICES	242,000
CONTINGENCY	-242,000
FUND CHANGE	<u>\$0</u>

SEWER RESERVE (330)

LAND ACQUISITION	215,000
CONTINGENCY	-215,000
FUND CHANGE	<u>\$ 0</u>

STREET RESERVE (350)

RESOURCES	
GRANTS	250,000
Total Resources	<u>250,000</u>
DISBURSEMENTS	
CAPITAL OUTLAY	250,000
Total Disbursements	<u>250,000</u>
FUND CHANGE	<u>\$250,000</u>

Total Increase in Appropriations **\$270,000**

CITY OF BOARDMAN

Mayor – Paul Keefer

Council President – Heather Baumgartner

Councilor – Richard Rockwell

Councilor – Cristina Cuevas

Councilor – Ethan Salata

Councilor – Brenda Profit

Councilor – Karen Pettigrew

Attest:

Amanda Mickles – City Clerk



BOARDMAN POLICE DEPARTMENT

Section 13, Item A.

PATROL STATISTICS

REPORTING PERIOD: FEBRUARY 2024

03/01/2024

Statistic	Count
Total Incidents	345
Calls for Service	180
Officer Initiated Incidents	165
Traffic Stops	73
Other OIA Incidents	92
Bus/Building checks	3
Veh/Ped Check	48
Total Officer Cases	42
Cis Conversion	0
Crash	0
Felony	5
Information Case	12
Misdemeanor	13
Search and Rescue	0
Violation	7
Voided	2
Unclassified Cases	3
Total Misdemeanor & Felony Arrests	7
Misdemeanor Arrests	5
Adult	5
Juvenile	0
Felony Arrests	2
Adult	1
Juvenile	1
Citations	11
Violation	11
FIs	1

Building Department Report
12 Months

Section 13, Item B.

	Mar. 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan. 2024	Feb. 2024
Total Permits Sold	53	34	36	68	48	74	43	66	42	36	38	30
Boardman												
Permits Sold	15	7	19	21	10	30	18	14	11	10	6	8
Manufactured Placement Permit	0	0	2	1	1	1	2	0	0	0	0	0
New Home Construction	2	1	1	2	1	7	2	2	0	0	1	0
Multi Family Units				10								
Morrow County(excludes 97818)												
Permits Sold	13	10	7	12	3	8	10	19	16	12	10	8
Manufactured Placement Permit	2	0	0	0	0	0	0	0	0	1	1	1
New Home Construction	0	1	0	2	0	0	1	0	0	1	1	0
Morrow County - 97818												
Permits Sold	12	14	1	21	30	24	5	18	8	5	12	7
Manufactured Placement Permit	0	0	0	1	0	0	0	0	0	0	0	0
New Home Construction	0	0	0	0	0	0	0	0	1	0	0	0
Irrigon												
Permits Sold	5	1	4	6	0	7	1	2	2	2	3	2
Manufactured Placement Permit	0	0	0	0	0	0	0	0	0	0	0	0
New Home Construction	0	0	0	0	0	2	0	1	1	0	0	2
Multi - Family (units)	4											
Gilliam County												
Permits Sold	8	2	5	8	5	5	9	13	5	7	7	5
Manufactured Placement Permit	2	0	0	0	1	1	0	0	0	0	2	0
New Home Construction	0	0	0	0	0	0	0	2	0	0	0	0

Public Works Report

Feb-24

- 18 Locates to mark water and sewer lines for customers prior to digging
- 21 Work Orders
- 0 New Meter Installs
- Meter Reads
- 0 Radio Reads Installed

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	New Meters Installed
2023	0	2	2	1	3	3	3	14	3	8	0	0	39
2024	0	0											0

Besides daily work routines, Public Works also completed the following:

- Repaired broken post Wilson rd.
- Repaired sewer backup at Kinkade st. & Willowfork dr.
- Replaced swings at City Park
- Repaired pot holes in City streets
- Installed coffee makers at City Hall
- Repaired Ppower take off drive line on Vac Truck
- Move Furniture at City Hall
- Serviced two City vehicles
- Responded to two dog calls
- Transported one dog to Hermiston Vet
- Replace front wheel seals on sweeper truck
- Repaired water main leak at Tatone & Kinkade
- Replaced stop sign by bus barn



200 City Center Circle
P.O. Box 229
Boardman, OR 97818
Phone: (541) 481-9252
Fax: (541) 481-3244
TTY Relay 711
www.cityofboardman.com

City Manager February Report

The following January report will give an overview of the objectives accomplished this past month, as well as future plans:

1. City staff is working with local employers to evaluate, investigate and invest in affordable workforce housing. Other aspects of housing, the city is investigating options for temporary worker housing.
2. Building from other community experiences, city staff are reviewing and developing housing production strategies.
3. City staff worked with Maughan et. al to procure three parcels equaling approximately 32 acres, appraising for \$1.3 million.
4. City Motto winner will be presented to the council during April meeting.
5. Community event will be held March 14th at Sam Boardman Elementary school from 6-8:00 pm. City staff will present our Capital Improvement Plan, which will consist of a variety of projects over the next five years.
6. Open House City Charter update to be held March 21st at the Sage Center from 4-6:00pm. This event will be an opportunity for Boardman citizens to view and provide input for our City Charter.
7. Safety Update:
 - a. Completed Quarterly Safety Inspection
 - i. City Hall, Police Department, PW Shop, PW Water Building
8. Council **Annual Training Lessons Learned:**
 - a. Clarified Roles and gave examples of ethics as a councilor
 - b. Meeting information
9. Community Outreach....(This will be a regular section that I will include with each report. This is a way for myself and the council to keep in mind the importance of ongoing outreach to our community and highlight what has been done and will be upcoming for the future.)
 - a. Boardman Community Development Association meeting
 - b. Morrow County Code Discussion/Community Outreach
 - c. Port Commission Meeting
 - d. Affordable Housing Discussion with local businesses
 - e. CREZ meetings
 - f. Citizen Communications

Boardman Projects:

Project	Update
Annual Sidewalk Improvement:	Wilson Rd & Faler Ln Under Design
Bella Vista sidewalk:	In conversation for sooner timeline
Bio-solids removal project from lagoon:	2024 completion
Boardman and Main stoplight:	Under Design and public engagement
BPA Greenspace project:	Authorization from BPA in process
Capital Improvement Plan:	Community Presentation in March
Code Updates:	-TSP contractor selection -Housing Needs Analysis project scoping -Development code audit to be reviewed by planning commission -Municipal Code audit in process
NW Columbia Ave (water/sewer):	Bids Opened, apparent low bidder
SE Front St paving and sidewalk:	Construction Begins June
Septage Receiving station:	Headworks screen request for proposal
Water project:	Reservoir substantial complete, booster pump building under construction, collector well 3 under construction



City of Boardman

Section 13, Item E.

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City Grants

Congressionally Directed Dollars

\$1.5 million for Incubator Project

Awarded

Transportation Growth Management (TGM)

\$223,000 for our Transportation System Plan

Small City Allocation (SCA)

\$250,000 for Columbia Ave Project

Sustainable Infrastructure Planning Projects (SIPP)

\$20,000 for Water Feasibility Study

Declined

Technical Assistance (TA)

\$60,000 for City Code Updates

A Collaborative Approach - Inspiring Wellness and a Thriving Morrow County

The Community Health Improvement Partnership (CHIP) of Morrow County invites you to the first annual **in-person** forum for community leaders. The forum creates a positive environment for city and county government, community-based organizations, and local businesses to build relationships, stay abreast of the health of people living in Morrow County, learn about community assets and needs, and participate in county-wide planning.

March 13, 2024

4:30 - 6:30 p.m.

**Light food and beverage provided, language interpretation and accessibility accommodation, if requested
Port of Morrow, Riverfront Room, Boardman**

The CHIP is a long-standing collaborative of over 30 health-related organizations working together to encourage a healthier population and ensure a strong local system of care. The Partnership has identified similar common needs and goals (below) with other sectors of the community where joint planning or information sharing is beneficial.

Maintaining access to health care
Improving personal health
Recruiting and retaining sufficient workforce

Increasing housing availability
Enhancing community livability

Please join us and **RSVP by February 16, 2024, mcchip11@gmail.com or 541-989-8232** or share this invitation to help improve the health of Morrow County.

Signed,

The CHIP of Morrow County and Morrow County Health Leadership Team

Matt Bergstrom, Community Counseling Solutions
Robin Canaday, Morrow County Public Health
Matt Combe, Morrow County School District
Stephanie Case, Morrow County Veterans Services
Kayley Schmidt, Umatilla Morrow Head Start
Erin Bartsch, Blue Mountain Early Learning Hub

Mary Ann Wren, Advantage Dental
Emily Roberts, Morrow County Health District
Tracey Johnson, Ione School District
Rebecca Gardner, Oregon Child Development Coalition
Roy Drago, Morrow County Board of Commissioners



AGE+
Boardman Food Pantry
CAPECO
Domestic Violence Services
Douglas Latinas International
Eastern Oregon Center for Independent Living
Eastern Oregon Coordinated Care Organization
Euvalcree
Families First Childcare
Good Shepherd Health Care System, Community Health Education
Greater Oregon Behavioral Health, Inc.
Intermountain Education Services District
Ione Senior Meals
Irrigon Stokes Landing Senior Center
Legal Aid Services Oregon
Morrow County Juvenile Services
Morrow County Public Health
Morrow County Transportation
Murray's Drugstore
Neighborhood Center of South Morrow County
Oregon Advocacy Commission
Oregon Department of Human Services
Oregon Health Authority
Oregon Rural Action
Oregon State University, SNAP-Ed
Oregon Washington Health Network
South Morrow County Seniors Matter



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March 5, 2024

Senator Ron Wyden
221 Dirksen Senate Office Building
Washington, DC 20002

Senator Jeff Merkley
531 Hart Senate Office Building
Washington, DC 20002

Dear Senator Wyden and Senator Merkley:

As you consider projects for Congressionally Directed Spending, we are pleased to extend strong support from City of Boardman for the following requests made by the Port of Morrow. Investment in these initiatives will boost environmental sustainability, economic opportunity, quality of life, and safety throughout our community.

Groundwater Water Quality & Conservation Program

The Port of Morrow is seeking funds for wastewater infrastructure improvements that will provide a long-term sustainable wastewater solution to ensure protection of groundwater supplies while meeting the needs of the region’s growing industries and local farms. Funding will be used to accomplish key components of the Port’s comprehensive wastewater treatment strategy it has been coordinating with the Oregon Department of Environmental Quality.

South Port Rail Safety Enhancements

Dating back to the Port’s creation in 1959, key locations of original rail infrastructure in the south Port area have come to the end of their useful life span. Despite being maintained to FRA and ODOT standards, replacement of this 60-year-old infrastructure is essential to serve existing and future partners without fear of costly derailments. The South Port Rail Safety Enhancements would address these needs by upgrading nearly 6,000 feet of aging rail along with 7 turnouts and 1 grade crossing that combined have increasingly caused safety hazards and delays. Completion of the project will facilitate safer, more efficient, and expanded transportation through the railyard, while lowering fuel consumption and emissions by reducing longer rail shipments to Portland and the Puget Sound.

Port of Morrow Interchange Improvement Project

This project would provide improvements from Interstate 84 to the Port of Morrow Industrial Park to facilitate the safe flow of trucks and local traffic between the interstate and the Port. Upgrades include the construction of a new roundabout at Exit 165, interstate on-ramp improvements to help with traffic control, and a sidewalk for pedestrian access. Once complete, this initiative will increase efficiency and eliminate safety hazards for the local community.

As you review projects for Congressionally Directed Spending, we respectfully ask you to consider the significant benefits these projects will bring to our community. Thank you for your attention to these important initiatives and continued support for eastern Oregon.

Sincerely,

Paul Keefer, Mayor