



# Housing And Human Services Committee Agenda

## Otte-Peterson Room of the Grove

Note: Anyone wishing to speak at any Housing and Human Services Advisory Committee meeting is encouraged to do so. If you wish to speak, please rise and, after you have been recognized by the Chair, give your name and complete address for the record. You will then be allowed to speak. Please note the public testimony may be limited by the Chair.

## November 20, 2025 REGULAR MEETING AGENDA

- I. **CALL TO ORDER: 4:00 p.m.**
- II. **APPROVAL OF THE AGENDA**
- III. **REVIEW OF UPCOMING PROJECTS (4:05-4:15 p.m.)**
- IV. **REVIEW AND DISCUSS PREVIOUS GOALS (4:05-4:15 p.m.)**
- V. **BRAINSTORMING, ASPIRATIONS-FEASIBILITY DISCUSSION**
  - A. City of Eugene's Renters Protection Overview (4:15-4:25 p.m.)
  - B. Overview of the City's Social Service Grant (4:25-4:45 p.m.)
  - C. Workplan draft review, discussion and brainstorming (4:45-5:15 p.m.)
- VI. **BREAKOUT EXERCISE**
  - A. Dot Exercise (5:15-5:30 p.m.)
- VII. **REFINE AND PRIORITIZE GOALS**
- VIII. **WRAP UP AND ADJOURNMENT: 7:00 p.m.**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please email [linda.reid@ashland.or.us](mailto:linda.reid@ashland.or.us). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title 1).

# Memo

DATE: November 20, 2025  
 TO: Housing and Human Services Advisory Committee  
 FROM: Linda Reid, Housing Program Manager  
 DEPT: Planning  
 RE: Review of Upcoming Projects

MONTH	H&HS MEETING	CDBG	AHTF	Workplan items
<b>January</b>	Social Service Grant RFP Issued	RFP Issued-first week of January	RFP Issued Last week of January	Manufacture Home Park Zone Ordinance (MHPZ) Outreach Event?
<b>February</b>	receive CDBG, SS Grants, and AHTF apps for review)	RFP Due- February 14 <sup>th</sup>	Proposals Due- February 21 <sup>st</sup>	Equitable Housing Plan (EHP) Subcommittee Formation
<b>March</b>	CDBG App. Review and Recommendation Consolidated Plan Review and Recommendation	March 27 <sup>th</sup> -Public Hearing/presentations/Recommendations	March 27 <sup>th</sup> Review and Make Recommendations	
<b>April</b>	Social Service Grant Review and recommendation Officer Election	April 15 <sup>th</sup> Council review and final allocation/Annual Action Plan Public Notice	April 15 <sup>th</sup> -Review and final allocation by Council	MHPZ Ordinance review and recommendation/S S Grant Plan Update Planning
<b>May</b>	Review and Approval of the CDBG Annual Action Plan	May 22 <sup>nd</sup> -Annual Action Plan Public Hearing/Approval		Finalize Equitable Housing Plan Event Details/Data gathering for SS Grant Plan Update
<b>June</b>				Equitable Housing Plan Public Engagement Event

**Planning Department**

20 East Main Street  
 Ashland, Oregon 97520  
[ashland.or.us](http://ashland.or.us)

Tel: 541.488.5300  
 Fax: 541.552.2059  
 TTY: 800.735.2900



# Memo

<b>July</b>	Rent Burden Event Planning Kick-off			Review Draft Equitable Housing Plan
<b>August</b>				Social Service Grant Update Finalization
<b>September</b>	Review and Approval of the CDBG CAPER Finalize Rent Burden Event Details	Consolidated Annual Performance Evaluation Report Review and Approval		Social Service Grant Update Review and Recommendation
<b>October</b>	Rent Burden Public Hearing			CET Process Planning
<b>November</b>	Goal Setting Retreat			
<b>December</b>	Goal Setting Retreat Annual Presentation to the Council			

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# Memo

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DATE: November 20, 2024  
TO: Housing and Human Services Advisory Committee  
FROM: Linda Reid, Housing Program Manager  
DEPT: Planning  
RE: Annual Workplan Update

Attached to this memo is the 2024 Annual Workplan presented to the City Council. The Commission will review the previous year's workplan and discuss what they would like to include in the 2025 Annual Workplan (a draft of which is also attached). The 2025 Annual Workplan will be presented to the City Council at the Study Session on December 15<sup>th</sup>.

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## Housing and Human Services Advisory Committee

### 2024 Achievements

In 2024 the Housing and Human Services Advisory Committee completed or addressed the following items in pursuit of the current workplan:

- *Reviewed and recommended appointment of members to the council requested ad-hoc Subcommittee to address the development of the Homeless Services Masterplan Report.*
- *Reviewed applications and made recommendations regarding the allocation of \$134,000 in Social Service Grant funding to twelve non-profit organizations.*
- *Reviewed applications and made recommendations regarding the allocation of \$350,000 in Affordable Housing Trust Fund Grant funding to three affordable housing organizations and one homeless services provider.*
- *Reviewed applications and made recommendations regarding the allocation of \$179,575 in Community Development Block Grant funding to two non-profit organizations.*
- *Worked with Homeless Services Masterplan Subcommittee on community engagement and data collection to help inform the development of the masterplan.*
- *Provided a mid-cycle update as requested by Council at a Study Session on the development of the masterplan.*
- *Engaged in planning for the Housing Resource Fair to take place in February 2025*
- *Held the Annual Rent Burden Meeting in November.*
- *Review and recommendation of the Homeless Services Masterplan Report – The Advisory Committee will review and make a recommendation to the Council at their regular meeting on July 18<sup>th</sup>.*

### Key Long Range Projects

- **Develop an Equitable Housing Plan-Initial Stages**
  - *The Equitable Housing Plan must be adopted concurrent with the 2025-2029 CDBG Consolidated.*
  - *Development of the Plan was pre-empted by the request to develop a Homeless masterplan report and the purchase and development of 2200 Ashland street as every night low barrier emergency shelter. Staff is working on a scope of work for a consultant and the Committee is communicating with SERJAC about community engagement.*
- **Rent Burden-Education and Outreach Event** – underway.
  - *The HHSAC has heard from a variety of community members regarding potential topics and formats for the annual educational event, topics range*



from information about ADU development, community education on the Community Land Trust Model, and workforce and middle housing.

- The HHSAC began developing a plan for this year's event at their regular meeting in June.
- **Manufactured Home Park Zoning Ordinance** – underway.
  - This project will be undertaken by the Planning Commission and planning staff and will go before the HHSAC for review and recommendation.
- **Consolidated Plan for the Use of Community Development Block Grant Funding**
  - City Staff is in the initial stages of developing a five-year plan for the use of CDBG funding. The HHSAC will primarily be engaging in Community input for development of goals and priorities for the use of funding and for reviewing and making a recommendation for the draft plan.
- **Development of a Request for Proposals for the Beach Creek Property.**
  - The HHSAC will work with staff to draft an RFP for development of the Beach Creek property by an eligible affordable housing developer.
- **Update of the Fair Housing Analysis of Impediments to fair housing choice**
  - The Analysis of Impediments to Fair Housing Choice must be adopted concurrent with the 2025-2029 CDBG Consolidated.
  - The Equitable Housing Plan, the Consolidated Plan and the Analysis of Impediments have similar data and narrative sections and have several areas of overlap. All three documents require some community input, the HHSAC will work with SERJAC to complete community engagement activities with will be used to inform all three documents.



# Housing and Human Services Advisory Committee

## 2025 Achievements

In 2025 the Housing and Human Services Advisory Committee completed or addressed the following items in pursuit of the current workplan:

- **Rent Burden-Education and Outreach Event**
- **Manufactured Home Park Zoning Ordinance**
- **Consolidated Plan for the Use of Community Development Block Grant Funding**
- **Development of a Request for Proposals for the Beach Creek Property**
- **CDBG Grant Process**

## Key Long-Range Projects

- **Develop an Equitable Housing Plan-Initial Stages**
  - The Equitable Housing project is currently underway, staff and the HHSAC is working with SERJAC on a community engagement plan.
- **Rent Burden-Education and Outreach Event** – underway.
  - The HHSAC began developing a plan for this year's event at their regular meeting in June.
- **Manufactured Home Park Zoning Ordinance** – underway.
  - This project will be undertaken by the Planning Commission and planning staff and will go before the HHSAC for review and recommendation.
- **Construction Excise Tax**
  - The Housing Production Strategy identifies the establishment of a Construction Excise Tax as a strategic action to explore in 2025.
- **Social Service Grant Strategic Plan Update and Priority Goal Review.**
  - The HHSAC will update the data in the Strategic Plan for the use of Social Service Grant funds and undertake a process to identify resource gaps and needs in the Ashland Community to determine if there is a need to change or update the identified priority funding goals.

# Memo

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DATE: November 20, 2025  
TO: Housing and Human Services Advisory Committee  
FROM: Linda Reid, Housing Program Manager  
DEPT: Planning  
RE: Brainstorming Memo

Previously Commissioners have expressed an interest in learning more about the Eugene Renter's protection Ordinance No 20694.

The HHSAC is past due in updated the strategic plan for the use of Social Service Grant Priority Goals. This was last completed in 2018 and is slated to be updated every 4 years.

At the regular October HHSAC meeting it was decided that the Commission would discuss how best to update the Homeless Services Master Plan Report.

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**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.**

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(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.**

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(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**

**24<sup>th</sup> day of July, 2023**

  
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City Recorder

**Approved by the Mayor this**

**25 day of July, 2023**

  
\_\_\_\_\_  
Mayor

**City of Ashland**  
**Social Service Grant Program**  
**Strategic Plan**  
*Adopted December 16, 2014*

**Introduction-Purpose of the Plan**

The City of Ashland is committed to supporting the agencies and organizations that work to improve the lives of its most vulnerable citizens.

The Strategic Plan for the use of Social Service Grant funds is intended to provide guidance for applicants and assistance to elected and appointed officials by providing a framework for allocating resources and for tracking progress on identified goals and community priorities.

The Strategic Plan will be updated at four year intervals (every two grant cycles) to be responsive to the changing demographics of the community and to the social and human service needs of the citizenry. The updates may include shifting goals and measurable objectives to more efficiently and effectively address community wide issues.

**History/Background**

The City of Ashland established the Social Service Grant Program in 1986 due to a reduction in Federal Revenue Sharing funds which had, in prior years, provided funding to the City to support the activities of non-profit and social service agencies that provided services to vulnerable Ashland Citizens. Resolution 86-35 was adopted in recognition that: *“the funding of health care and social service needs is an important City function which contributes to the health and well-being of the citizens of Ashland.”* The Council at that time opted to maintain funding for social services with an emphasis on health care in recognition of the City’s tourism based service sector economy, and felt that it was *“appropriate for the City to address the problems created by this type of economy”*<sup>1</sup>. Since that time the City of Ashland has committed a portion of the general fund in support of activities that address the health and social service needs of the Ashland community.

**Today’s Community Snapshot**

The ability of working class individuals and families to afford housing and secure employment that offers compensation that is commensurate with the local cost of living, has far reaching impacts on the community. Reduced discretionary spending negatively impacts the local economy, the physical and mental wellbeing of families, and inhibits access to good nutrition and basic health care. Community diversity, vibrancy, and resilience are all impacted by an individual’s or families’ ability to work and reside in their community. This has been and continues to be a challenge for the Ashland community.

- **Population:** The City of Ashland has a population of just over 20,295 people.<sup>2</sup>
- **Age:** The population of Ashland has seen an increase in older individuals and a decrease in younger families with children. These findings are evident in the most recent census data; which shows that approximately 83% of the population is 18 years old or older.<sup>3</sup> The largest age group is 45-54 year olds at 13.9%<sup>4</sup>, and is echoed in the findings of various demographic reports and community assessments.

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<sup>1</sup> Philip Arnold, Former City Councilor.

<sup>2</sup> 2013 PSU Population Research Center estimate certified estimate.

<sup>3</sup> 2008-2012 ACS 5 year estimates.

<sup>4</sup> Ibid.

- **Income and Poverty:** The median income for a household in the city was \$43,305, and the median income for a family was \$58,616. About 18% of the population and 11.4% of families had incomes below the poverty level, with female headed households with children under 18 and those households with children under 5 experiencing the highest rates of poverty, at 42.2% and 43.4% respectively. 4.7% of individuals 65 years old and older are below the poverty level.<sup>5</sup>
- **Housing:** The City of Ashland has over 10,000 housing units. 53% of occupied housing units are owner occupied, and 46.1% are renter occupied<sup>6</sup>. In the 2012 National Citizen’s Survey completed for the City of Ashland, the City met or exceeded most national benchmarks for citizen satisfaction for all but two categories; availability of affordable quality housing and employment opportunities. Availability of affordable quality housing and variety of housing options are comparatively lower than both national benchmarks and to other University communities with populations from 10,000 to 40,000 comparisons.<sup>7</sup> Similarly, Census data shows that 43% of homeowners with a mortgage and 54.5% of renters pay more than 35.0% of their income toward housing cost. <sup>8</sup>
- **Employment:** 2013 Ashland annual average unemployment rate was 6.7%.<sup>9</sup> Ashland School District reports that over half of the employees within Ashland live outside of the district and commute to work.<sup>10</sup>
- **Transportation:** When workers must live elsewhere and commute into or out of the community, this has a significant impact on other aspects of the community. Community diversity, vibrancy, and resilience are all impacted by an individual’s or family’s ability to work and reside in their community. Similarly, household transportation costs increase and traffic and air quality are impacted. This has been and continues to be a challenge for the Ashland community.
- **Health:** The social service grant program was originally established in part to address access to affordable health care, and while access to affordable health care continues to be a priority especially as the population ages, community feedback and demographic data has identified more pressing healthcare service needs. *The 2013 Community Health Assessment identified oral/dental health and mental health, especially as it relates to depression and suicide as the most urgent unmet health care needs within the community.* Further, community feedback identifies mental health disorders with co-occurring drug/alcohol addiction to be a need that is currently not adequately addressed in the Ashland community.

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<sup>5</sup> Ibid.

<sup>6</sup> 2008-2012 ACS 5 year estimates

<sup>7</sup> 2012 National Citizen’s Survey. <https://ashland.or.us/Page.asp?NavID=15166>

<sup>8</sup> Ibid

<sup>9</sup> Guy Tauer, Regional Economist, State of Oregon Employment Department.

<sup>10</sup> ASD 2012 Demographer’s report. <http://www.ashland.k12.or.us/Files/ASD%20Demographer%27s%20Report%202012.pdf>

## Community Strengths and Challenges

### Community Strengths

Ashland residents are civic minded, and work together to solve community issues through a strong commitment to community service.

While access to affordable health care continues to be an issue for many in the community, since the inception of the Social Service Grant Program many resources to address these concerns have been implemented.

Ashland's community groups, faith-based groups, civic groups, non-profit organizations, social service agencies, governmental agencies, and business groups have a history of successful collaboration.

Ashland's faith-based communities communicate and collaborate to problem solve and implement strategies to address community concerns.

### Community Challenges

High need individuals and those with challenging behaviors, such as those with dual diagnosis, (mental health and/or alcohol/drug addiction), physical, mental, or developmental disabilities, need more effective service options than the community currently provides.

There is a deficit of supportive services for vulnerable populations such as; peoples with developmental disabilities, people with mental health issues/frail/elderly populations, veterans, at-risk youth and homeless populations.

Working families and citizens earning below the median income for the Medford/Ashland area have a difficult time finding rental or ownership housing options in Ashland which are commensurate with their incomes.

There is a lack of transitional housing options for families and individuals who are working toward self-sufficiency.

### **Social Services Grant Program Mission Statement**

To fund support services that improve the lives of Ashland residents, assist individuals and families in the community and promote personal and community safety, health, and wellbeing.<sup>11</sup>

**Strategic Priorities:** *(These strategic priorities were identified through a process which included community outreach, grantee/stakeholder feedback, and key informant interviews. These priorities are not in any priority order.)*

- Assistance to obtain and/or maintain housing<sup>12</sup>
- Supports to increase accessibility and availability of transportation options/services<sup>13</sup>
- Services for people with mental health issues<sup>14</sup>
- Services for people with drug and alcohol addiction
- Services for at-risk youth

**Implementation Strategies** *(which may include, but is not limited to the following)*

- Allocate resources to activities which address an identified strategic priority
- Support innovative proposals
- Support proposals that leverage community collaborations or enhance community or existing regional partnerships<sup>15</sup>
- Support proposals which have a proven capacity to carry out their stated goals/meet proposed numerical outcomes
- Support proposals which are ready to proceed
- 20% of the overall grant allocation will be made available to support small grants; small grants include any request of up to \$5000, should the City not receive enough applications to allocate the balance of funds. The City will have the discretion to allocate any remaining balances to small grants.

### **Outcome Measurement**

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<sup>11</sup> Consistent with Council priority strategic plan goal 5: “Seek opportunities to enable all citizens to meet basic needs.”

<sup>12</sup> Consistent with Council priority strategic plan goal 5.2: Support and promote, through policy, programs that make the City affordable to live in.

<sup>13</sup> Consistent with Council priority strategic plan goal 3.4: Support RVTD in fulfilling and expanding its mission.

<sup>14</sup> Consistent with Council priority strategic plan goal 5.1: Examine means and methods by which to improve access to mental health services in Ashland for Ashland citizens who need them.

<sup>15</sup> Consistent with Council priority strategic plan goal 5.3: Leverage partnerships with non-profit and private entities to build social equity programming.

- Request the grant recipients to list their anticipated measurable activity/program outcomes
- Review and compare applicants' identified anticipated outcomes annually and at the completion of the grant year using a standardized evaluation matrix. (*Example:* Number of Ashland Residents who; received housing support, participated in life skill training, received job search assistance, etc.)
- The Commission will host stakeholder/applicant/community forum every four years to elicit feedback on grant making process and reporting requirements

# Priority Ranking

***Below is the Priority Ranking with the most identified priorities at the top (this list only includes items identified multiple times or which pertain to eligible grant funding activities)***

- ✚ Affordable Housing (increased funding for rental assistance, emergency housing, for middle and lower income, supportive housing)
- ✚ Homeless (space for, shelter, winter shelter, transitional housing, services for homeless and at risk, day center, navigators for services, permanent housing)
- ✚ Mental health services (more, locally, Social Workers needed)
- ✚ Healthcare
- ✚ Seniors (services for,
- ✚ Hunger/Food Security
- ✚ Addiction (services for)
- ✚ Transportation
- ✚ Resources for Youth/ Affordable childcare programs
- ✚ Employment Services
- ✚ Services for Peoples with Disabilities
- ✚ Affordable Utilities
- ✚ Porta-Potties/showers
- ✚ Vaccinations
- ✚ Keeping people in their homes
- ✚ Life skills training
- ✚ Suicide Prevention