



450 E. Main Street  
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## SUPPLEMENTAL STAFF REPORT AMD-20-08 & AMD 20-09

**Date Submitted:** August 29, 2020  
**Agenda Date Requested:** September 1, 2020  
**To:** John Day Planning Commission  
**From:** Nicholas Green, City Planning Official  
**Subject:** Supplemental Information containing public comments related to AMD-20-08 and AMD-20-09  
**Location:** Citywide

### Type of Action Requested

<input type="checkbox"/>	<input type="checkbox"/>	<b>Resolution</b>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Ordinance</b>
<input type="checkbox"/>	<input type="checkbox"/>	<b>Formal Action</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Report Only</b>

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### 1. BACKGROUND

This supplemental staff report incorporates public comments received after the August 25, 2020 publication of the staff reports for AMD-20-08 and AMD-20-09. It updates Section 5 of the original staff reports.

### 2. APPLICABLE CRITERIA

This request is a legislative amendment to amend the John Day Development Code. The approval criteria in section 5-4.1.050.G apply.

### 3. PLANNING COMMISSION CONSIDERATIONS

The Planning Commission's review must focus on the relevant code criteria and follow the public hearing requirements for a Type IV Legislative Amendment under section 5-

4.7.020. The Planning Commission should recommend the City Council approve the request if it conforms to the approval criteria.

## **5. PUBLIC NOTIFICATION**

The City of John Day mailed public notice to all affected property owners on July 31<sup>st</sup> and published notice in the Blue Mountain Eagle on August 12<sup>th</sup> and 19<sup>th</sup> as required by the Development Code. Staff Reports AMD-20-08 and AMD-20-09 were made available for public inspection and emailed to parties of interest on August 25, 2020 – seven days prior to the hearing date.

Public comments received: Written comments were received from four parties on August 28, 2020. The comments are enclosed with this report in the order in which they were submitted:

- Enclosure 1. Comments to Planning Commission – Jean Dahlquist
- Enclosure 2. Public Testimony\_Patti Rathbone
- Enclosure 3. Comments to Planning Commission\_Ken Katzaroff
- Enclosure 4. Public Testimony\_Ken and Janice Clement
- Enclosure 5. Public Testimony\_Chris Fox

Ms. Rathbone, Mr. Katzaroff and Mr. Fox represent Riverside Home Park.

Mr. and Mrs. Clement are former tenants of the park.

All parties asked that their comments be included in staff reports for both AMD-20-08 and AMD-20-09.

## **Enclosure 1. Comments to Planning Commission – Jean Dahlquist**

Jean Dahlquist, representing the Oregon Fair Housing Coalition, submitted feedback on the impact on goal 10 stating that the code changes look much needed although they do not help facilitate the creation of mobile home parks, which are one of the largest sources of affordable housing. Dahlquist also commented on the requirement that dwellings “shall be multi-sectional and have an enclosed floor area of not less than 1,000 square feet.” With the growing tiny house movement in Oregon, Dahlquist was concerned this requirement may be seen as discriminatory towards mobile homes given that the city code does not have a minimum size requirement for stick-built homes.

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Staff comment:

The City’s Housing Needs Analysis (HNA) and Buildable Lands Inventory (BLI) were addressed in the 2003 Comprehensive Plan but do not necessarily reflect the current housing supply or housing needs in John Day. Due to changing market conditions and the desire to increase the supply of both affordable housing and workforce housing, the City contracted with EcoNorthwest to create the Housing & Community Development Assessment (October 2019) for John Day. This document reflects the best available data for John Day’s housing market and includes an inventory of buildable residential lands and is available at:

[https://www.cityofjohnday.com/sites/default/files/fileattachments/planning/page/3089/john\\_day\\_housing\\_and\\_community\\_development\\_analysis.pdf](https://www.cityofjohnday.com/sites/default/files/fileattachments/planning/page/3089/john_day_housing_and_community_development_analysis.pdf)

Key findings from the Assessment as it relates to this amendment are:

- Demand for new housing is primarily linked to population growth. Between 1990 and 2018, John Day’s population shrunk by 101 people (-6%). The population in John Day’s UGB is forecasted to continue to shrink in the coming decades as is the population of Grant County. However, City policies currently in place to incentivize housing and develop buildable lands, coupled with its emphasis on tourism and recreation as described in its Strategy for Growth and Community Investment Strategy/Comprehensive Economic Development Strategy could shift this decline to modest but sustainable growth.
- John Day has capacity for 1,000-1,800 units in the current urban growth boundary, more than double the number of homes currently in the city limits.
- Under optimal growth conditions, John Day could see demand for up to 230 new dwelling units between 2019 and 2039. This equates to between 22 and 46 for each 5-year period, or between 4 and 9 new units per year – well below our available land supply. About 75% of new dwelling units are expected to be single-family detached (including manufactured homes).

Based on these findings, the City of John Day is compliant with Goal 10 and will continue to be compliant.

**Enclosure 2. Public Testimony – Patti Rathbone**

August 28, 2020

TO: City of John Day Planning Committee

FROM: Patti Rathbone (Riverside Home Park)

RE: COMMENTS FOR THE PC MEETING ON SEPT 1, 2020  
AMENDMENTS TO AMEND THE JOHN DAY DEVELOPMENT CODE

I have a lot of Comments reference to these Changes, what has prompted them and what is the "real" purpose of them. I feel compelled to offer my Comments on a personal level, as an Investor in John Day & as a supporter of the many families that reside in the Riverside Home Park and the Community.

In 2013, I was introduced to the City of John Day by virtue of the Riverside Home Park. A Manufactured Home Park that has been part of the John Day Community since 1961. Since my involvement in the Park, much has been done to improve it, in a variety of ways. It takes a lot of time, money & commitment to make changes that affect so many people's lives. When I first came to visit the Park in 2013, the Chief of Police told me that, although it may not be pretty, it's a vital part of the Community. The affordable housing it provides to the most vulnerable folks in the Community, is invaluable.

November 2019, I was asked to come to the Park as a "Multi Agency" Inspection was suddenly scheduled to take place. Likely the 1<sup>st</sup> of its kind. I was also in town for a City Meeting that presented a "new vision" for the City that you are all aware of. It's quite a plan and to some, very exciting. Millions of dollars being acquired to create a "new John Day".

January 14, 2020, the City of John Day attempted to inequitably revoke the Riverside Home Park's Permit to Operate. This action, although rescinded based on the illegality of it, would have LITERALLY displaced 130+ FAMILIES in the John Day Community. When I personally sat with the City Official in November and he eluded wanting to "abate" .. aka "condemn" people's homes within the park, I said "and make them homeless"??? They will lose their homes!? They own these homes!? This was appalling to me. Instead, the City made a move to revoke Riverside's Permit which allows them to operate, less than 60 days later! These residents would have been put out on the street, with no home and nowhere to go.

Although Riverside Home Park has made some pretty dramatic strides in improving the park, over the last 7 years, it's obvious the City doesn't care for the "looks" of the Park as it doesn't "fit" into the "new John Day". The Park property consists of approximately 1780 feet of John Day River frontage. The River frontage is a focal point of the new "tourism plan" for John Day. I'm sure there are some that would like to control all that River frontage. Do we see a pattern here??

So this brings me to the purpose of the meeting today. These "Changes" to the City Development Code. Everything seems geared toward "Manufactured Home Parks". To my knowledge, there is one large MF Home Park in John Day.... Riverside Home Park. Your correspondence and reasoning behind this "needed" Amendment stated the purpose was to "fix" the code so it's more "clear". From a layman's perspective, it is "clear" that you are not only coming after Riverside Home Park, but the whole Community. It appears you are creating added regulation and regulatory processes in everything that are not only burdensome but expensive for folks to navigate through. Why is the City intent on trying to make "living" in John Day more difficult? Not only this, but creating "unelected code enforcement

officer(s), who serve at the pleasure of the City Manager that can change at anytime, under any circumstance. You find it timely to make these changes NOW, all while Communities across the Country are dealing with a Pandemic, business closure, employee layoffs, school closures, Child care issues ect ect ect. Why now..? Is your rush to create unrecognizable loopholes to your code to ultimately shut down and/or eliminate Riverside Home Park from being able to operate so that you can turn the property into something you find "appealing" to all your new "tourism"?

I personally, don't understand the urgent need to revise the City Development Code. There are many many problems buried in the "verbiage" chosen in the "revisions". These will be addressed by "others".. but MY comments are truly directed at the underlying motives.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Patti Rathbone', written in a cursive style.

Patti Rathbone (Riverside Home Park)

**Enclosure 3. Comments to Planning Commission\_Ken Katzaroff**

August 28, 2020

**Kenneth Kataroff**

Admitted in Washington

T: 206-405-1985

C: 206-755-2011

KKataroff@SCHWABE.com

**VIA E-MAIL**

City of John Day  
Planning Commission  
450 East Main St.  
John Day, OR 97845

RE: Comments on Proposed Text Amendments AMD-20-08; AMD-20-09  
Our File No.: 135966-252955

Dear Chair Boethin:

Thank you for the opportunity to submit comments regarding the City of John Day's (the "*City*" or "*John Day*") proposed text amendments, AMD-20-08 and AMD 20-09. Our office represents the Riverside Home Park LLC ("*Riverside*"), which may be directly and negatively impacted by the proposed text amendments. We ask that the Planning Commission review these comments and recommend that the City Council not adopt the proposed amendments at this time.

Riverside is a manufactured home park that provides roughly 15% of the housing supply for John Day and has been a valid and existing use since the 1960s. Riverside houses some of the poorest residences in the City, and indeed, in all of Oregon. Riverside provides a vital function in providing a safe place to live for many people who have been negatively impacted by the increasing cost of housing in Oregon, and most recently, the coronavirus epidemic, COVID-19, that continues to severely impact our economy. In recent years, Riverside has worked hard to upgrade the park and provide a better living situation for its tenants. This has been a relatively slow process. It is complicated and requires careful compliance with state law, including issues regarding landlord-tenant rights, equal housing, and the state's manufactured housing statutes. In the last 12-months alone, this has meant an investment of almost \$100,000 in upgrades.

We offer the following comments to highlight some of the issues and look forward to electronically addressing the Planning Commission at its September 1<sup>st</sup>, 2020, meeting.

These comments address the text amendments both general and with respect to Riverside's use. As an overarching comment, Riverside's manufactured home park qualifies as "needed housing" under ORS 197.303 and ORS 197.307. This means that only clear and objective standards, conditions, and requirements may be applied to Riverside. To the extent the text amendments seek to adopt standards that are not clear and objective—many of which are



not—they may not imposed against Riverside or any other development that qualifies as “needed housing.”<sup>1</sup>

Additionally, Riverside is troubled by the City’s proposed text amendments, many of which simply do not comply with state law and may lead to violations of substantive procedural and due process rights, if adopted as currently drafted.

AMD-20-08 – Ordinance to Strengthen and Clarify Enforcement Provisions within the Code:

- 5-1.2.100.B: “Violations” should not be “deemed” a nuisance. This raises significant due process concerns, and is ambiguous and subjective in nature. A violation needs to be adjudicated through a code enforcement or other hearing and may not be “deemed” to exist or “deemed” to be a nuisance. Further, a technical violation of the code which results in no land use impacts cannot be a nuisance.
- 5-1.2.100.C.3: Prior notice of a violation is not a violation. This raises significant due process concerns. As with any violation, a violation of the law must be adjudicated to have any impact or effect. A prior alleged “notice” of a violation is insufficient to afford due process under both the federal and state constitutions.
- These provisions leave no exception for valid and existing non-conforming uses, which must be recognized under state law.
- Administration is overly broad; allows the city to delegate to *any person* to “enforce.” If the City seeks to allege violations of the code or development permits, that person needs to have expertise in the matter and a clear appeal route that protects the rights of any alleged violator.
- Vicarious liability is wholly inappropriate. Being punished for an invitee’s actions raises due process issues, particularly because the code provides for fines. The person responsible for an adjudicated violation is the only one who should be punished. Further, this raises foreseeable issues regarding private contracting, landlord-tenant, and other issues that the City has no business encroaching on.
- Revocation of a permit is wholly inappropriate. The entire reason for code enforcement is to seek compliance with the code and to protect the health and safety of the general public. Using revocation as a punishment for uses the City simply does not like, but are authorized under state law and local code, leads to potential abuses of this authority. Code compliance is sufficient. The only other revocation code that we are aware of at this

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<sup>1</sup> To the extent necessary here, we remind the City that Riverside is a valid and existing use, and no code provision designed to “punish” existing uses may be imposed because they are *ex post facto* penalties in violation of the Oregon state constitution and violate the “goal post rule” found at ORS 227.178(3)(a).

time, permits revocation only in the instance of material false information provided as part of a land use application – and not for mere technical or other violation of the code.

AMD-20-09 – Ordinance to Revise Code Language Related to Manufactured Homes and Manufactured/Mobile Dwelling Parks:

- It is unclear whether the City believes that this will apply to valid and existing parks, such as Riverside. As a legal matter, it cannot.
- The new requirements including in this amendment do not comply with Oregon’s Needed Housing Statutes; they are ambiguous and subjective. Therefore, even if the City adopts this amendment, it may not be imposed.
- This amendment appears to conflict with state law, including allowing citing of home parks. It is also internally inconsistent, requiring individual lots to cite a dwelling but allowing parks which are not required to be on individual lots.
- Requiring “100 feet of play area” for each child is impossible to regulate and violates the needed housing statutes. What happens when new kids move in or out, or if there are no kids and a new family moves in? No reasonable way to comply with this provision and will result in constant drain of city resources with code enforcement proceedings.
- It appears that the City is attempting to prohibit the use of spaces for short-term rentals. I do not believe that that is the intent, and if it is, notice for this amendment was not adequate. Further, John Day gains significant resources as a result to tourism, including that via mobile and recreational vehicles. This amendment, apparently, seeks to block such activity.

We ask that the Planning Commission thoughtfully review these comments and recommend that the City either abandon the proposed text amendments, or send them back to planning staff to redraft.

Yours very truly,

/s/ Kenneth Katzaroff

Kenneth Katzaroff

JKKA

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**Enclosure 4. Public Testimony – Ken and Janice Clement**

Kent Janice Clement

9-1-17 I asked the maintenance guy if he could at least fix the sink in my bathroom. I told him I wanted to get the mold gone since that's why my kids got sick from it. ~~Mr. Sayers~~ Mr. Sayers said yes he would be back after he fixed the sink he told me to use bleach & kills paint. I told him I'm not buying anything else for this place I've spent 300 dollars all ready. he said they have some for me to use. I started to spray the ~~Clores~~ Clorex Clean up on the shelves + the floor when I looked in the bottom corner there were 220 bare wires. I texted Addison to see if the guys who worked on the faucet if they knew if the wires were like Addison called me

and said they ~~was~~ were all hunting for the weekend he would ask them on Monday.

I asked the guys if they told Addison I had bed bugs they said Addison was suppose to come & talk to us today. Nothing again I showed the repair guys Kennys bites. Kenny said he couldn't sleep in the bed because it itched so bad & burned he had to sleep on the couch.

11.27/17 the exterminator <sup>Mike</sup> said he told the owner of the trailer park the ~~contract~~ bedbugs could of been in the trailer when we moved in ~~the~~ Mike said Chris didnt like it Mike told me there are other trailers here in the park who have bed bugs. Mike also told me he has NOT been paid yet either & wont take his call

9-12-17

10:00 am

Addison came over to look at sink drain (fell off night before told us to just turn water off) started saying to me after seeing drain that he was tired of spending time and money on this house he has more important things around park. Started telling me that the roof wasn't our fault. but in same breath started saying how the roaches were preventable (roaches were pushed from trailers across street to ours during an extermination) and that they would only pay for one more extermination.

2:42 pm repair man showed up to fix <sup>Kitchen</sup> Sink, says it was wrong parts is why its not right and leaking.

R.O.A.B  
2017

Exterminator was for roaches & Ants  
on July 8<sup>th</sup> Aug 28<sup>th</sup> no roaches

June through August I had bug bites  
thought was Mosquitos, found what  
was biting me Aug 27<sup>th</sup> bed bugs

in ziplock bag.

problems after moving in from  
other unit #90 to #49 not fixed  
as of Aug 28<sup>th</sup> 2017 still waiting  
Shed, water leak, bed bugs, silver fish  
Ants, Swamp cooler not working proper

April or May of 2017 moved to #49  
Sever mold & leaks on roof

Electrical panel was not good  
blew fuses, told Moe & Lisa Moe  
changed breakers

Mr. Chris Fox,

I'm writing you this letter in response to the letter you gave me. If you want resolve this with out going to court here are a couple ways to resolve this. Way 1 is \$20,000.00 witch is 10,000.00 for both kids and both parents. The second is 20,000.00 and 1 year of no rent. We would pay space rent, water and sewer.

I'm asking these things because of all the sickness my children incurred because of the problem not being fixed properly the first time. The roof kept leaked in there bedroom ceiling which caused mold. The mold in the bathroom, Living room. I was told by one of your workers you knew there was mold in the bathroom and you used kills and covered it up. My children were sick with ear infections and fungus growing in there ears for a couple months. Because of this I had DHS called on me and they contacted my coworkers to make a home visit. This was very embarrassing to me. I had to take my children out of there rooms and they were having to stay in the living room because of the mold.

When you guys moved me from space #90 to space 49 you guys moved me into a place with cockroaches and bed bugs. You stated you bent over backwards to help me out when in reality you cause more anxiety to me and my husband and pain to my children and husband. My children and husband are now getting bit by bed bugs. In early September I found a bed bug on my bed. I had told Addison in September I also Text Addison about the bed bugs on September 6<sup>th</sup> at 206 p.m. I have had to buy plastic storage totes and contractor bags and mattress protectors. In order to pack my house. When I came to you regarding this you told me this is not my problem. I have to pack up my whole house again and put them in a storage unit because when I asked Addison he said he didn't have any place to put my Items.

I had told Addison there was problems in my Trailer he told me his maintenance guys didn't want to work in a trailer that had cockroaches because they didn't want to infest there house's. My ceiling in the living room had gushing water coming out of it. I had the roof almost come off. Because it was not properly attached. When I text Addison about the roof blowing off. He put plastic on the roof which blew off the same day. I asked Addison when he was going to make sure there was no mold growing in my ceiling it took a month in a half for some thing to be done about it your maintenance guys cut a hole in the ceiling there was no mold there but, When you had the maintenance guys fix the ceiling in my living room they covered up the wet insulation instead of taking out the wet insulation. When I told them the insulation was we they told me there was a pool of water in the plastic barrier in my living room. I was able to squeezed water out of the insulation.

I have documented all text between Addison and I. I also have talked to the previous managers of the trailer park and they told me there was bed bugs in the trailer when you moved me into space#49. I'm very confident in my documentation. If you wish to resolve this with out court you have until February 9, 2018 this gives you 18 days.

Sincerely,

Janice Clement

Kenneth Clement

This was given to the office on 1-22-18. my me.



Contractors Invoice

TO: <sup>Kenneth Clement</sup> Janice Clement +		WORK PERFORMED AT: Chris Fox / riverside trailer
677 W. Main st sp # 49		677 W. Main st sp 0
John Day OR <del>97820</del> 97845		John Day, OR 97845
DATE	YOUR WORK ORDER NO.	OUR BID NO.

DESCRIPTION OF WORK PERFORMED

I Janice Clement, Kenneth Clement, Chris Fox, Agree to space 49 for a ~~loop~~ buy back the mat price \$3,000<sup>00</sup> with in 36 months from March 1st 2018

#2) Chris fox / riverside trailer park agrees to pay Janice + Kenneth Clement \$1700.<sup>00</sup> on or before March 1st 2018.

#3) The above 2 Items are the entire agreement to a full resolution of the dispute as it relates to Janice + Kenneth Clements residency of space # 90 + 49.

#4) Janice + Kenneth are responsible for Space rent, water sewer + garbage.

#5) Chris fox has 90 days to provide free and clear title for space 49 mobile home

#6) trailer <sup>shall</sup> ~~will~~ be in reasonable condition.

Chris Fox 2/10/18 Janice Clement 2-10-18

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year

# Riverside Home Park

677 West Main St, Space O, John Day Oregon, 97845

5/30/18

Ken & Janice Clement  
677 W Main st. Sp. 49  
John Day Oregon  
97845

RE: Request for extension on agreement dated 2-10-18.

Dear Ken & Janice,

In changing personell in the managers role and other park upgrades vs timing, I am requesting an additional 60 days to pay off the taxes and transfer the title of unit/ space 49. I believe our agreements intent was June 1, 2018 and I am now requesting that date be extended to August 1, 2018. All other terms and conditions shall remain the same.

I appreciate your consideration and in the event you grant me this request it will be of significant help to me. I will not be making this request again.

Please sign below and return a copy to me if acceptable. Thank you Chris Fox

Sincerely,

 5/30/18

Chris Fox - Operations Manager Riverside Home Park  
Phone 503-704-7541

\_\_\_\_\_ Date

 Date 5-31-18

# Riverside Home Park

677 West Main St, Space O, John Day Oregon, 97845

8/7/18

Ken & Janice Clement  
677 W Main st. Sp. 49  
John Day Oregon  
97845

RE: Request for extension on agreement dated 2-10-18.

Dear Ken & Janice,

I am requesting an additional 60 days to pay off the taxes and transfer the title of unit/ space 49. I believe our agreements intent was June 1, 2018 and I am now requesting that date be extended to October 1, 2018. All other terms and conditions shall remain the same. I have provided a \$100 representing \$50 per month extension fee.

I appreciate your consideration and in the event you grant me this request it will be of significant help to me. Please sign below and return a copy to me if acceptable. Thank you Chris Fox

Sincerely,



Chris Fox - Operations Manager Riverside Home Park  
Phone 503-704-7541

\_\_\_\_\_ Date

\_\_\_\_\_ Date

July 23<sup>rd</sup>, 2020

FINAL SETTLEMENT AGREEMENT

It is hereby agreed to by and between Kenneth and Janice Clement of 677 West Main Street space number 49 John Day OR 97845 and Riverside Home Park LLC of the following.

Canon Janice agree to pay rent, water and sewer up until the end of August and pay September 2020i water/sewer bill only.

Upon the acceptance of this agreement which concludes the attached previous agreement signed and dated February 10<sup>th</sup> 2018 a 1<sup>st</sup> of two payments of \$1,500.00 shall be made to them.

The second and final \$1,500.00 shall be paid to Janice and Ken Clement within 48 hrs of Riverside Home Park taking possession of Unit 49 located at 677 W main st. John Day OR. 97845 on or before October 8<sup>th</sup> 2020 subject to the rental unit, it's refrigerator and stove are in reasonable condition and living room carpet removed.

The two payments total of \$3,000.00 constitutes the conclusion of all matters and settles any and all issues regarding space number 90 and space 49 previously rented by Ken and Janice Clement.

Agreed to by:

  
\_\_\_\_\_ Date 7/23/20  
Ken Clement

  
\_\_\_\_\_ Date 7-23-20  
Janice Clement

  
\_\_\_\_\_ Date 7/23/2020  
Chris Fox Riverside Home Park LLC Agent

Please Initial and date attachment of initial agreement.

moved to riverside park 2016 Spring

Had many problems electrical box Moe tried to fix still had issues, toilet leaked and was fixed with spray foam instead of wax ring. Water heater elements replaced twice through out living there.

Fall came with rain noticed leaks on kids room, our, room, in living room & hallway. Back covered porch leaked and rotted all storage boxes was enclosed.

Moe tried to fix leaks. Mold started growing made kids & ourselves very ill, Scared kids cardoms. Took a few months to get office to move us to safer location. Kids slept in living room in a pool.

Many items were thrown out due to mold and rain leaking on them

Clothing  
Bedding  
toys

Addison before we moved from  
Space 90 to 49 he entered our  
res. 3 dif times with out our  
per mission. he admitted when asked  
In the time we were moving

Problems in new place addressed not  
fixed

Shed big hole in roof door does not  
close and has no latch.

Swamp cooler never worked proper  
leaking toilet for six months

Carpet not layed right coming up  
front door does not close proper  
air and weather & bugs come in

Sink in both bathrooms one not working  
other (leaks <sup>in sink</sup> fixed)

holes in roof in daughters room  
from removing mold & water damage  
not fixed

hole above kitchen sink roof

roof leaks July

roof blew off (cover roof) Aug 28<sup>th</sup>

bed bugs when we moved in they said  
problem was taken care of (many bites)

roaches (ran from other house next door)

Deisel tank leaning not safe



**Enclosure 5. Public Testimony – Chris Fox**



August 28, 2020 Via email - City of John Day Planning Commission  
450 East Main Street, John Day OR 97845

Re: Comments on proposed text amendments AMD -20- 08; AMD - 20 - 09  
File number 135966-252955

Dear Chair Boethin:

Riverside Home Park is one of the largest consumer of water and sewer services in the City of John Day. It pays the same rate as the other single residential home users. Riverside Home Park invoices it's residents through sub-metering on a monthly basis and collects from them which always has credit loss involved or other considerations attached to it.

In addition to the collections maintains all water and sewer lines within the 23 acre property.

The average monthly cost to Riverside Home Park is about \$12,300.

Given the responsibility of upkeep of the meters, Invoicing the residence, credit loss and maintaining the overall system the net effect to Riverside Home Park is that we pay more for water and sewer services from the City of John Day than any other user in town.

The new proposed ordinance changes are severe with punishment that is extreme given the above described facts.

August 2019 State of Oregon House Bill 2896 has designated 15 million dollars devoted to non profit corporations that support manufactured dwelling park preserver for affordable new housing low income tenants.

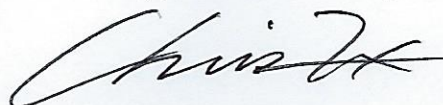
This program maybe a potential target for the City of John Day to eliminate the worst conditioned housing in Riverside Home Park however there is still a great number of issues as it relates to those struggling families who own their own home and can barely pay space rent, electric and water sewer bills.

This program may increase their monthly financial obligation that will be burdensome which in essence will create gentrification throughout the park.

These families have been here for over 3 generations, they've survived through thick and thin and the City's new mentality of going from bare bones existing codes stemming from 2005 to several new extreme codes that could be considered similar to Sun River, Cannon Beach and Lake Oswego.

I have several more deal points to write of events that have occurred over the past 11 months which I find very inequitable as it relates to the City of John Day's insistence of being a Bully however that report and documentation will be for another day.

Riverside Home Park, has always been willing to participate on resemblance of an equitable playing field. I believe you to be an Honorable Man and am in hopes that your future actions are of such. Thank you Sincerely, Chris Fox – Agent Riverside Home Park. Cover of HB 2896 attached



Help ([https://www.oregonlegislature.gov/OLIS\\_help/Pages/Measures.aspx#Overview](https://www.oregonlegislature.gov/OLIS_help/Pages/Measures.aspx#Overview)) | Staff Login  
 (/liz/2019R1/Account/Login)

## 2019 Regular Session

HB 2896 Enrolled (/liz/2019R1/Downloads/MeasureDocument/HB2896)


### Overview ▼

#### At the request of:

**Chief Sponsors:** Representative Marsh, (<https://www.oregonlegislature.gov/marsh>) Smith G,  
 (<https://www.oregonlegislature.gov/smithg>) Senator Hansell (<https://www.oregonlegislature.gov/h>

**Regular Sponsors:** Representative Fahey, (<https://www.oregonlegislature.gov/fahey>) Gombert,  
 (<https://www.oregonlegislature.gov/gombert>) Helt, (<https://www.oregonlegislature.gov/helt>) Keny-  
 (<https://www.oregonlegislature.gov/keny-guyer>) Leif, (<https://www.oregonlegislature.gov/leif>) Lively  
 (<https://www.oregonlegislature.gov/lively>) McKeown, (<https://www.oregonlegislature.gov/mckeow>)  
 (<https://www.oregonlegislature.gov/meek>) Prusak, (<https://www.oregonlegislature.gov/prusak>) Wi  
 (<https://www.oregonlegislature.gov/wilde>)

**Bill Title:** Relating to manufactured dwellings; and prescribing an effective date.

**Catchline/Summary:** Establishes programs within Housing and Community Services Department to provide loans to or  
 nonprofit corporations to develop programs that support manufactured dwelling park preservation  
affordability for tenants. 

**Chapter Number:** Chapter 595

**Fiscal Impact:** Budget Report Issued

**Revenue Impact:** No Revenue Impact

**Measure Analysis:** Staff Measure Summary / Impact Statements (/liz/2019R1/Measures/Analysis/HB2896)

**Current Location:** Chapter Number Assigned

**Current Committee:** ()

**Current  
Subcommittee:**

**Subsequent  
Referral(s):**

**Potential Conflicts  
of Interest/Vote  
Explanations:** Potential Conflicts of Interest/Vote Explanation Documents  
 (<https://www.oregonlegislature.gov/pcive/Forms/Display.aspx?View={55B3C8F7-2A7D-440A-97C9E9C88208AAB}&FilterField1=Session&FilterValue1=2019R1&FilterField2=Measure&FilterValue>

**Measure History** ➤

**Scheduled Events** ➤