



# CITY OF SWEET HOME CITY COUNCIL AGENDA

February 01, 2022, 6:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

## Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

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## Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 541-367-5128, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: 206 010 417#

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

### I. Call to Order and Pledge of Allegiance

### II. Roll Call

### IV. Recognition of Visitors and Hearing of Petitions:

### V. Old Business:

- a) [Request for Council Action - Agreement and Lease with FAC for Managed Outreach and Community Resource Facility \(pg. 2\)](#)
- b) [Information Only - ODOT US 20/OR 228 ADA Ramp Project Water Line Relocations \(pg. 65\)](#)
- c) [Request for Council Action - ODOT US 20 53rd – 60th Avenue Sidewalk Project Water Line Relocation \(pg. 78\)](#)

### VI. New Business:

### VII Adjournment

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*The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.*



# REQUEST FOR COUNCIL ACTION

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**Title:** Agreement and Lease with FAC for Managed Outreach and Community Resource Facility

**Preferred Agenda:** February 1, 2022 – Special Meeting

**Submitted By:** Blair Larsen, Community & Economic Development Director

**Reviewed By:** Ray Towry, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** SHMC §15.01.090, SHMC §15.03.020

**Towards Council Goal:** Aspiration I, desirable community; Aspiration IV, viable and sustainable essential services; Aspiration V, economically strong environment; Goal 3: essential services.

**Attachments:** Agreement for Services with FAC  
Lease Agreement with FAC  
Draft Facility Site Plan  
Draft Facility Policy Manual  
Public Comments

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## **Purpose of this RCA:**

The purpose of this Request for Council Action is to present an agreement for services and lease agreement with Family Assistance and Resource Center Group (FAC) for a Managed Outreach and Community Resource Facility primarily directed at unsheltered members of the community.

## **Background/Context:**

City of Sweet Home residents have suffered from homelessness and the effects of homelessness for many years. Recent court decisions have limited the City's ability to enforce any ordinances restricting urban camping, sleeping, or otherwise occupying public rights-of-way or public property. For many reasons, the problem has only grown worse in recent years.

Last summer, the State legislature passed a bill exempting facilities for the unsheltered from normal land use rules, removing the City's ability to regulate the location of such facilities if they meet basic safety considerations. This means that an organization can open a facility anywhere in the City if they can do so safely.

For over a year, the City has been working with FAC to create a facility where the unsheltered can keep warm, sleep, and access the services necessary for them to move into permanent housing. Such a facility would enable the City to enforce its urban camping ordinances and direct individuals to the facility, as long as the facility has space available.

Previously, the City and FAC were considering a County-owned property adjacent to the City's Public Works Yard, and began working with Linn County to transfer a parcel to the City. Unfortunately, that process has been delayed due to the environmental state of the property, and it is unknown how long it will be before the property is ready to host a facility. After this setback, City Staff identified an area behind the current City Hall which is large enough for the planned facility, and can be made ready relatively soon.

Attached to this request is a proposed agreement with FAC to provide services for the unsheltered, as well as a lease agreement for the proposed area behind City Hall. In addition, attached are a proposed site plan, and facility policy manual.

The Council tabled the decision during the January 25, 2022 City Council meeting. A town hall was held January 26, 2022 to hear concerns and answer questions from the neighbors in the Duck Hollow subdivision.

### **The Challenge/Problem:**

How does the City address the impacts of homelessness in a way that meets the needs of the housed, unhoused, and business community, while still following case law and State statutes?

### **Stakeholders:**

- Sweet Home Residents – Residents deserve a neat, clean, and orderly city. Unsheltered residents need a place to sleep and keep warm.
- Sweet Home Businesses – Local businesses deserve a city in which they can operate their businesses and serve customers in the community without the negative impacts that typically accompany homelessness.
- Sweet Home City Council – Council members are the voice of the citizens they serve and represent and are responsible for determining the uses and services offered on City property.
- City of Sweet Home Staff – City Staff need to be able to enforce Sweet Home ordinances but are prevented from doing so by court decisions and State law. In addition, Staff need authorization from the Council regarding the proposed plan with FAC.
- Family Assistance and Resource Center Group – FAC desires to serve the unsheltered and others in the community, but needs a site from which to do so, and would like to cooperate with the City to do this.

### **Issues and Financial Impacts:**

FAC has obtained grant funding of over \$400,000 to create and operate the proposed facility. This funding will cover all development costs except for Public Works Staff time, the value of which is expected to amount to \$15,000. The City budgeted \$50,000 in the current fiscal year to address homelessness, of which \$42,700 remains. This funding would be tapped to pay for Public Works Staff time. In addition, the City would commit to providing nighttime security at the site, which is expected to cost approximately \$88,000 annually.

### **Elements of a Stable Solution:**

An ideal outcome would be to partner with a non-profit organization for the creation and operation of a facility that provides services for the unsheltered, which would allow the City to follow court decisions and State statutes, but still enforce ordinances that promote a safe, clean, and orderly community.

### **Options:**

1. Do Nothing – Make no agreement with FAC and allow the homelessness situation to continue as it is.
2. Motion to approve the Agreement for Services and Lease Agreement with FAC as presented – This would allow City Staff and FAC to move forward with the development of the facility.

3. Motion to approve the Agreement for Services and Lease Agreement with FAC with changes – The Council may approve the agreements with identified changes. This does not guarantee that FAC would agree to the changes.
4. Direct staff to investigate other options – Direct staff to research other ways to comply with State Law and address the problem of homelessness in our community.

**Recommendation:**

Staff recommends option 2: Motion to approve the Agreement for Services and Lease Agreement with FAC as presented.

- Staff anticipates legal counsel will have an updated lease and agreement, as separate documents, for your consideration on Monday. We will upload them and notify you.

AGREEMENT FOR SERVICES  
with Hold Harmless and Indemnification Provisions

FOR A MANAGED OUTREACH AND COMMUNITY RESOURCE  
FACILITY IN SWEET HOME

THIS AGREEMENT is made by and between the City of Sweet Home, an Oregon municipal corporation, hereinafter "City" and Family Assistance and Resource Center Group (FAC) hereinafter "Contractor," jointly referred to as "Parties."

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

- 1) **Work to Be Performed**: Contractor shall provide all labor, services, and materials to satisfactorily complete the Scope of Services, attached as Exhibit A.
  - a. **Administration**. The City Manager or designee shall be the primary contact for Contractor. Upon notice from the City Manager or designee, Contractor shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.
  - b. **Representations**. City has relied upon the qualifications of Contractor in entering into this Agreement. By execution of this Agreement, Contractor represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services.
  - c. **Standard of Care**. Contractor shall exercise the degree of skill and diligence normally employed by non-profit contractors engaged in the same activities and performing the same or similar services through its employees and volunteers at the time such services are performed.
  - d. **Modifications**. The Parties may modify this contract, including Scope of Services, by mutual agreement.
- 2) **Term of Contract**: This Agreement shall be in full force and effect upon execution and shall remain in effect until the Lease referred to below is terminated at which time it shall be terminated automatically without reference thereto when the Lease is terminated.
- 3) **Lease**: The parties hereto have entered into a Lease of real property titled Lease Agreement for City Real Property by FAC with Hold Harmless and Indemnification provisions which is hereby incorporated herein and made a part hereof as if fully set forth and herein referred to as "Lease".
- 4) **Compensation**: City will provide the land area (as set forth in Exhibit A of the Lease) for an outreach and resource facility known as the Managed Outreach and Community Resource Facility at 3225 Main Street, Sweet Home OR 97386 and in exchange Contractor will operate the facility on a day-to-day basis as an independent contractor as stated herein.

The Parties agree that the City will not and is not responsible for payment to Contractor

for its labor, services and/or materials at the outreach and resource facility and that it will look to its own sources of income to pay for the operation of the sleep center and facilities.

5) **Applicable Laws and Standards:** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. The Parties agree that the FAC shall form a seven-person committee of City Council member(s), Sweet Home Police Chief or designee, and private citizens as an oversight committee that shall make recommendations to the FAC on what rules, policies, and regulations to use in the operation of the Managed Outreach and Community Resource Facility. The Committee shall be known as the Policy Board. FAC agrees to provide the City with a Policy Manual that covers the rules, policies and regulations that shall be used at the said facility for the committee to review. The Policy Manual shall be approved by both the governing body of the FAC and the Sweet Home City Council. The FAC employees and volunteers shall have the authority to enforce said Policy Manual provisions. The parties recognize that the Sweet Home Community Health Committee will operate as an oversight committee for City of the FAC operations upon the City property.

6) **Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primacy Covered Transactions:**

- a. By executing this Agreement, the Contractor certifies to the best of its knowledge and belief that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
  - iv. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

7) **Relationship of the Parties:** It is understood and agreed that Contractor shall be an

independent contractor and not the agent or employee of City. Any and all employees or volunteers who provide services to Contractor under this Agreement shall be deemed employees or volunteers solely of Contractor. The Contractor shall be solely responsible for the conduct and actions of all its employees or volunteers under this Agreement and any liability that may attach thereto.

- 8) **Insurance**: See Lease for insurance provisions.
- 9) **Indemnification and Hold Harmless**: Contractor shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Contractor, Contractor's agents, subcontractors, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Contractor's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees.

Contractor's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Contractor, Contractor's agents, subcontractors, and employees, shall apply only to the extent of the negligence of Contractor, Contractor's agents, subcontractors, and employees.

Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside Contractor costs, court costs, fees for collection, and all other claim-related expenses.

Contractor specifically and expressly waives any immunity that may be granted it under the laws of the State of Oregon as allowed by said laws. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Contractor's waiver of immunity under this provision extends only to claims against Contractor by City, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

Contractor hereby certifies that this indemnification provision was mutually negotiated.

- 10) **Assignment and Delegation**: Contractor may not assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the City.
- 11) **Subcontracts**: Except as otherwise provided herein, Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.

- 12) **Non-Discrimination and Worker's Compensation**: Contractor agrees to not discriminate against an employee or volunteer of Contractor as required by law and to pay worker's compensation to its employees when due during the term of this Agreement.
- 13) **Nighttime Security**: City agrees to provide nighttime security for the Managed Outreach and Community Resource Facility. Nighttime shall be from 10 pm to 7 am but may be adjusted by the Policy Board to reflect the actual needs of the parties.
- 14) **Entire Agreement**: This Agreement and the Lease shall be considered as the entire agreement between the parties and shall be interpreted as complementary and supplemental to each other.

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City of Sweet Home

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Contractor



## Exhibit A

### Scope of Services

#### **REQUIRED SERVICES to be performed as part of the Agreement by and between the City of Sweet Home and the FAC:**

- 1) Facilitate the in-take, registration, and specific site assignment process at the sleeping site daily from 7:00 am – 10:00 pm.
- 2) Document and keep track of problematic individuals and share information with Security staff on scene so they are aware of who is causing problems.
- 3) Ensure there is reciprocal ongoing information sharing between FAC members staffing the intake/registration process and Security staff on issues taking place at the facility.
- 4) Document behaviors that would constitute a 24-hour removal. Ensure to share those documents with Security staff and Police in the event of a trespass violation.
- 5) Document ongoing behaviors that may result in elevated exclusionary timeframes (30-60-90 Day exclusions) from the facility that would be imposed by the City Manager, or designee.
- 6) Enforce facility rules as set forth in the policies set by the Policy Board.
- 7) FAC agrees to form a seven-person policy board that will be responsible for formulations of all policies and decisions related to the administration of the Managed Outreach and Community Resource Facility.
  - a. The seven-person Policy Board shall include at least one City Council member and the Sweet Home Police Chief or his/her designee,
  - b. FAC shall also endeavor to include a health care professional,
  - c. FAC shall also endeavor to include a mental or behavioral health care professional preferably with experience in trauma induced mental health issues.
- 8) FAC shall endeavor to form partnerships with various health care providers, including mental health care providers, with the purpose of arranging on site care for clients (which hereinafter includes guests in its meaning).
- 9) FAC shall endeavor to find partners to provide dental care for clients of the facility.
- 10) FAC shall endeavor to find the resources to provide financial counseling to clients of the facility.
- 11) FAC shall endeavor to connect clients with state, federal, and local programs to empower clients to transition out of homelessness.
- 12) FAC shall operate the facility with the goal of transitioning each client to permanent housing.
- 13) FAC shall provide quarterly reports to the City entailing the following information:
  - a. Clients entered
  - b. Clients exited
  - c. Services offered
    - i. Type
    - ii. Client number
    - iii. Total hours of service

#### **VOLUNTARY SERVICES that may be performed by the FAC that are not included as part of the Agreement by and between the City of Sweet Home and FAC:**

- 1) Provide each client with a tent, sleeping bag, clothing, toiletries if items are available through donations.

- 2) Assist clients to develop an individual healthy lifestyle plan to exit being unsheltered, and regularly review client progress toward the plan.
- 3) Assist clients in making and remembering appointments.
- 4) Attend client appointments upon request, when feasible.
- 5) Keep records to facilitate client services and document the needs of unsheltered people in Sweet Home.

LEASE AGREEMENT  
FOR CITY REAL PROPERTY BY FAC  
With Hold Harmless and Indemnification Provisions

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2022, between City of Sweet Home, an Oregon Municipal Corporation, hereinafter called the "Lessor" and Family Assistance and Resource Center Group aka FAC, hereinafter called the "Lessee."

WITNESSETH: In consideration of the covenants hereinafter set forth, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee does hereby lease and rent from the Lessor, the real property located behind the City of Sweet Home City Hall at 3225 Main Street, Sweet Home, OR 97386, with an area depicted as the yellow area as shown in Exhibit "A" attached hereto.

RECITALS: This Lease is authorized by ORS 271.310 (Governmental Body Lease) and is entered into by the Parties for the health, safety and general welfare of the public which is benefited thereby and is part of the consideration herein.

The Parties understand that the Lessee intends to have an outreach and resource facility managed by employees and volunteers of FAC on the premises, which shall be known as the Managed Outreach and Community Resource Facility.

In consideration of the mutual promises of the parties hereto, it is agreed as follows:

- 1) TERM: The term of this Lease shall commence on \_\_\_\_\_, 2022, and continue until terminated by a party hereto as stated in Subsection 31 of the Lease. In compliance with ORS 271.310 this Lease shall not exceed 99 years.
- 2) RENT: Lessee shall pay \$1.00 for the whole term, which Lessee agrees to pay upon the Lessor executing the lease.
- 3) LESSEE'S ACCEPTANCE OF LEASE: Lessee accepts said letting and agrees to pay to the order of the Lessor, the rent above stated.
- 4) AUTHORIZED USE: Lessee shall use the leased premises for the purpose of a Managed Outreach and Community Resource Center which shall include a sleep center. Lessee shall not use or occupy the premises for any other purpose without the written consent of Lessor being first had and obtained. Lessee shall comply with all applicable Federal, State, and local laws and regulations regarding operations for a sleep center and facility including but not limited to pollution, discharge, and environmental regulations. Lessor is not, by virtue of this Lease, a partner or joint venture with Lessee in connection with the operation carried on under this Lease, and Lessor shall have no obligation with respect to Lessee's debts or other liabilities. Lessee is independent of Lessor, and Lessee's employees and volunteers shall not be deemed to be employees and volunteers of Lessor.
- 5) HAZARDOUS SUBSTANCES: Lessee shall not cause or permit any Hazardous Substance to be received, spilled, leaked, disposed of, or otherwise released on or under the premises. Lessee may use or otherwise handle on the premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the

facility specified in Section 4. Lessee may store such Hazardous Substances on the premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity of Hazardous Substances used, handled, or stored on the premises. Upon the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the premises, clean up any and all Hazardous Substances caused by the Lessee, and Lessee agrees to and shall indemnify and hold Lessor harmless against any and all claims and demands arising from the negligence of the Lessee, Lessee's officers, agents, invitees, and/or employees, as well as those arising from Lessee's failure to comply with any covenant of this Lease on Lessee's part to be performed, and shall at Lessee's own expense defend the Lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against Lessor in any such suit or action. The term Environmental Law shall mean any Federal, State, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

- 6) PAYMENT OF UTILITIES: Lessee shall pay all charges for water, sewer, electricity, security alarm, and other public and private utilities used on the leased premises throughout the term of this Lease.
- 7) REPAIRS AND IMPROVEMENTS: Lessor shall not be required to make any repairs, alterations, additions, or improvements to or upon said premises during the term of this Lease.
- 8) MAINTENANCE OF PROPERTY: The Lessee agrees to keep and maintain said premises and all improvements, alterations, additions, fixtures, and equipment now or hereinafter placed or make thereon in good condition, so that the same will always be neat, clean, and attractive, and in a good state of repair, damage by fire or other casualty excepted, and shall be at no expense to the Lessor. The Lessee agrees not to commit any strip nor waste of said premises, nor to permit said premises to be used for any unlawful purposes or in violation of any of the laws, ordinances or regulations of the United States, the State of Oregon, the City of Sweet Home and Linn County.
- 9) IMPROVEMENTS BY LESSEE: Lessee shall not make improvements on the premises without the written consent of Lessor which shall not be unreasonably withheld. Lessee further agrees that all improvements made upon said leased premises, except for those shown on the attached site plan that is part of Exhibit A, shall be removed by Lessee, at Lessee's expense, upon the termination of the Lease except Lessor, at its own option, can require Lessee to leave said improvements and if left shall become the property of Lessor.
- 10) ERECTION OF SIGNS: Lessee may place suitable signs on the leased premises for the purpose of indicating the nature of the facility, provided, however, that such signs shall be in conformance with the laws and ordinances of the State of Oregon and the City of Sweet Home, and provided further that such signs will not damage leased premises in

any manner.

- 11) PRUNING AND WATERING LANDSCAPE VEGETATION: Lessee agrees to prune, water, mow and maintain the landscape vegetation on the property as needed and keep the property neat and clean of litter, debris, and rubbish and in compliance with City ordinances and codes at all times.
- 12) RIGHT OF ENTRY BY LESSOR: Lessee will at any and all reasonable times permit and allow the Lessor and its agents and representatives to enter and go upon said leased premises or any part thereof for the purpose of examining the condition of the same or for any other lawful purpose.
- 13) PAYMENT OF TAXES AND OTHER ASSESSMENTS: Lessee shall be responsible for any Linn County real property taxes, if any, on the premises during the lease term.
- 14) PAYMENT OF FIRE INSURANCE PREMIUMS: Lessee shall carry fire insurance on the structures on the leased premises. Lessee shall provide Lessor with a copy of the fire insurance policy in effect upon the property and the Lessor shall be named as an additional insured thereon. The Lessee's fire insurance shall be the primary fire insurance and the Lessee shall provide the Lessor with a Certificate of Insurance.
- 15) ASSIGNMENT AND SUBLETTING: The Lease cannot be assigned, and the premises sublet by Lessee without the Lessor's prior written consent. Any such assignment or subletting shall in no way affect the personal liability of the Lessee for the complete performance and payment of all obligations due hereunder.
- 16) DAMAGE OR DESTRUCTION: In the event of damage to said structures by fire or other casualty the Lessee can rebuild at its own expense.
- 17) LIABILITY INSURANCE: Lessee agrees to hold Lessor harmless and defend Lessor from any and all claims and demands of any and every kind that may be made against Lessor by reason of or on account of any injury or damage of any kind received or sustained during the term of this Lease by any person or property, arising out of the operations conducted by Lessee on said leased premises. Lessee further agrees at all times during the term of this Lease, at the expense of Lessee, to maintain, keep in effect, furnish and deliver to Lessor liability insurance policies in form and with an insurer satisfactory to the Lessor, insuring both the Lessor and the Lessee against all Liability for damages to persons or property in or about said leased premises. The amount of said liability insurance shall not be less than \$2,000,000.00 for injury to one person, not be less than 2,000,000.00 for injuries arising out of any one accident and not less than \$2,000,000.00 for property damage. Lessee agrees to furnish Lessor with evidence of such insurance and the maintenance of policies during the entire term of this Lease. The Lessee's insurance policy shall name Lessor as an additional insured. The Lessee's liability insurance shall be the primary liability insurance and the Lessee shall provide the Lessor with a Certificate of Insurance and an additional insurance endorsement naming the City of Sweet Home on the insurance policy.
- 18) INJURIES AND PROPERTY DAMAGE: Lessee shall indemnify and hold harmless Lessor from any and all claims of any kind or nature arising from Lessee's use of the premises, except such as might result from the negligence of the Lessor or Lessor's

representatives. Lessee shall at all times during the term of this Lease insure and be responsible for any personal property placed upon the premises.

- 19) EMINENT DOMAIN: In case of the condemnation or purchase of all or any substantial part of the said demised premises by any public or private corporation with the power of condemnation, this Lease may be terminated, effective on the date possession is taken, by either party hereto on written notice to the other and in that case the Lessee shall not be liable for any rent after the termination date. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.
- 20) SURRENDER OF PREMISES: Lessee agrees to quit and deliver up said premises at the expiration of the term thereof, or any sooner termination, in good condition as the same now is, ordinary wear and tear, grading and damage by fire or other casualty excepted.
- 21) HOLDING OVER: In the event the Lessee for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy at sufferance which may be terminated at will at any time by the Lessor.
- 22) DEFAULT: Any default by the Lessee in the conditions and provisions of this Lease shall enable Lessor, after a thirty (30) day notice to the Lessee given as specified in this Lease requiring Lessee to fulfill such conditions and provisions, and on the failure of Lessee to do so, to take and use any and all remedies, legal or equitable, to secure the performance of this Lease, or its termination, and damages and expense of its breach, including attorney's fees and costs. This subsection is subject to the Termination subsection herein which provides that this Lease can be terminated with fifteen (15) days written notice to the other party.
- 23) LIENS: The Lessee will not permit a lien or encumbrance of any kind, type or description to be placed or imposed upon the leased property.
- 24) NOTICES: Any notice required or permitted to be given hereunder shall be deemed sufficient, if in writing and given by hand delivery to the City Manager for the Lessor at the below address and to the person in charge of the Managed Outreach and Community Resource Facility at the time of service who is on site for the Lessee; or if given by a communication in writing by United States mail, postage prepaid and addressed as follows: If to the Lessor at the following address: 3225 Main Street, Sweet Home, Oregon 97386, and if to the Lessee at the following address: PO Box 714, Lebanon, OR 97355. Any such notice shall be deemed conclusively to have been delivered to the address thereof forty-eight (48) hours after the deposit thereof in said United States mails.
- 25) RIGHTS OF SUCCESSORS AND ASSIGNS: This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 26) ATTORNEY'S FEES AND COURT COSTS: In the event any party shall institute and prevail in any action or suit for the enforcement of any of their rights hereunder, the party at fault will pay to the other party reasonable attorney's fees and account thereof, plus their costs and expenses incurred therein, and attorney's fees and costs on any appeal to any court shall be allowed to the party prevailing.

- 27) WAIVER: Failure by Lessor at any time to require performance of any of the provisions hereof shall in no way affect Lessor's rights hereunder to enforce the same, nor shall any waiver by Lessor of any breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.
- 28) TIME: Time is of the essence of this Lease and every term, covenant and condition therein contained.
- 29) LANGUAGE: The language in all parts of this Lease shall be in all cases construed simply according to its fair meaning and not strictly for or against Lessor or Lessee.
- 30) COUNTERPARTS: This Lease may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on the parties notwithstanding the parties are not signatories to the same counterpart. Each copy of this Lease so executed shall constitute an original.
- 31) TERMINATION: Either party can terminate this lease with fifteen (15) days written notice to the other party for cause or without cause, no reason need be stated.

\_\_\_\_\_  
 Ray Towry, City Manager                      Date

\_\_\_\_\_  
 Brock Byers, Director                      Date

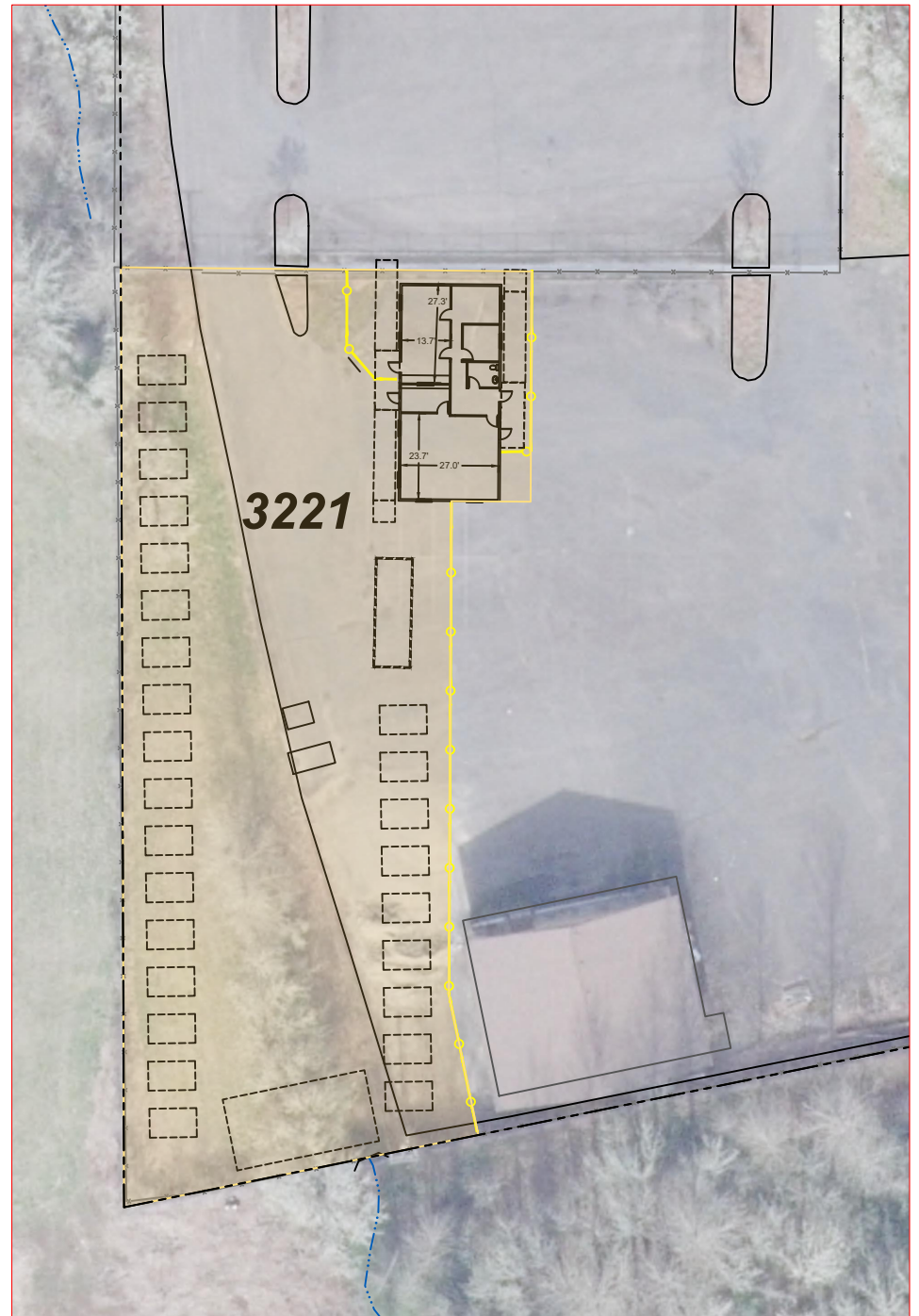
\_\_\_\_\_  
 Mayor Greg Mahler                      Date

\_\_\_\_\_  
 Shirley Byrd, Chairperson                      Date



Site & Office Building Layout

Managed Outreach & Community Resource Facility  
Exhibit A 3221 Main St





# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

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# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

Policy No.: FAC-001 Date Approved: Updated Draft 10/01/2021

Policy Title: [Sweet Home Sleeping Center Rules](#)

Date Revised: Updated Draft 10/01/2021

Family Assistance and Resource Center Group (FAC) and The City of Sweet Home have established these rules for the Sleeping Center by ordinance. Failure to obey the rules may result in trespass. Serious or multiple violations may result in extended trespass. Each client is required to acknowledge receipt of these rules by signing at the bottom of the list.

A. The following rules apply to use of both the sleeping area and the property storage area:

1. No one may commit any crime;
2. No one may willfully hinder, delay, or obstruct a city employee in the discharge of his or her official powers or duties;
3. No one may unreasonably disturb others by knowingly engaging in loud or raucous behavior;
4. No one may, with intent to harass, intimidate, or torment any other person, use any lewd, lascivious, indecent or obscene words or language, or suggest the commission of any lewd or lascivious act;
5. No one may possess or use illegal drugs;
6. No one may open or possess an open package containing alcohol or marijuana.
7. No one other than City employees, contractors, and public safety personnel, and the designees of each, may enter or remain during closure hours.

B. The following rules additionally apply to use of the sleeping area:

1. Users may enter only between 9:00 a.m. and 10:00 p.m. daily except for emergencies;
2. Users must upon entry meet with the City, a security contractor, or a designated camp supervisor and agree to abide by all applicable rules;
3. Users who exit between the hours of 10:00 p.m. and 9:00 a.m. may not reenter except for emergencies;
4. Users must remove their personal property from the sleeping area once each week for MAJOR inspection, and any items left in the sleeping area shall be deemed abandoned and may be removed by the City, a security contractor, or a designated camp supervisor;
5. MINOR inspections will be conducted at least 3 times a week for violations against camp rules.
6. No user may do an act, omit to act, engage in a course of activity, or create or maintain a condition which unreasonably:
  - a. interferes with the comfort, solitude, health, or safety of others;
  - b. offends common decency;
  - c. offends common sensibilities and senses by way of extreme noise, light, or odor; or
  - d. obstructs or renders hazardous for public passage any public way or place.
7. No guests shall be allowed in the sleeping area (the sleeping area may be used only by persons who are approved to spend the night);
8. **No minor** shall be allowed in the sleeping area.
9. No weapons may be possessed, displayed, or used except by public safety personnel and security contractors;
10. No fires or open flames are allowed;
11. No unopened packages containing alcohol or marijuana may be possessed or consumed;
12. Users shall not willfully hinder, delay, or obstruct any security contractor or designated camp supervisor in the discharge of their official powers or duties;
13. Users shall keep and confine their personal property to the area assigned to them by a designated camp supervisor, and designated walkways and paths shall be kept clear;
14. Camping areas shall be kept clean and free of junk, litter, and debris, and users must deposit their trash and garbage in receptacles designated by the City for waste disposal;
15. Users shall not take, use, or possess the personal property of other users without their express permission;
16. Users shall not take, use, or possess property belonging to the City, its security contractor, or any designated camp supervisor without the express permission of the owner of the property;
17. Pets shall not be allowed if they are dangerous, diseased, or aggressive toward persons or other animals;

# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

18. Pets must be kept on a leash or kept in a kennel, and users must immediately clean up after their pets and dispose of any waste in receptacles designated by the City for waste disposal;
  19. Users may urinate and defecate only in bathrooms, portable restrooms, porta-potties, or sani-cans designated by the City for that purpose;
  20. Users shall not engage in sexual intercourse, sexual contact (meaning any touching of other intimate parts of another person for the purpose of gratifying sexual desire of either party or a third party), or masturbation;
  21. Users shall not cause or create any sound or noise that unreasonably disturbs or interferes with the peace, comfort and repose of other users;
  22. Users shall not use instruments or other devices, between the hours of 10:00 p.m. and 9:00 a.m., that generate or make sound that can be heard beyond the user's assigned area;
  23. With the exception of perishable food, users may not possess or bring any of the items prohibited from the storage area into the sleeping area.
- C. The following rules additionally apply to use of the storage area:
1. Users must agree to abide by all applicable rules;
  2. Users may enter and remain in the storage area only while storing or retrieving property and for no longer than fifteen (15) minutes in any hour;
  3. Users are limited to one (1) storage container per person;
  4. Users may not store:
    - a. Illegal drugs,
    - b. Marijuana,
    - c. Alcohol,
    - d. Flammable or combustible liquids or materials;
    - e. Toxic liquids or materials,
    - f. Corrosive liquids or materials,
    - g. Weapons,
    - h. Ammunition or other explosive materials,
    - i. Stolen property,
    - j. Perishable foods,
    - k. Putrid materials, or
    - l. Garbage, litter, or debris;
  5. Property may be stored for no longer than seventy-two (72) consecutive hours, and any property left in the storage area longer than seventy-two (72) consecutive hours shall be deemed abandoned and may be removed by the City, a security contractor, or a designated camp supervisor;
  6. All property must be stored in a container designated by the City for that purpose, and any property left outside of a designated container shall be deemed abandoned and may be removed by the City, a security contractor, or a designated camp supervisor; and
  7. Property may be stored at the sole risk of its owner, and the City shall not be responsible for theft, loss, destruction, or damage of stored property.

By signing below I understand and affirm that I have read and understand the camping and storage area rules and agree to abide by all applicable rules. I also understand and affirm that if I violate the rules I may be ordered to immediately leave and not return to the designated camping area.

.

---

Signature Date

# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

Policy No.: FAC-002 Date Approved: Updated Draft 10/01/2021

Policy Title: [Sleeping Center Admission Requirements](#)

Date Revised: Updated Draft 10/01/2021

- Admission is open to all adults who require emergency shelter and obey the Sleeping Center rules.
- Minimum age is 18 years.
- The Sleeping Center is low barrier. Although the sleeping Center prohibits alcohol, marijuana, and illicit drugs on site we do not test for use off site.
- Admission is behavior based. If you are peaceful and obey the rules, you are admitted.
- The Sleeping Center is an emergency shelter and should not be considered a permanent home.

Our mission is to provide a temporary safe place for clients until they can arrange more permanent housing. FAC and the City of Sweet Home does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Those who cannot follow the rules may be trespassed. Multiple or serious violations of the rules may result in extended trespass.

# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

Policy No.: FAC-003 Date Approved: Updated Draft 10/01/2021

Policy Title: [Opening the Sleep Center](#)

Date Revised: Updated Draft 10/01/2021

### **How to Open the Sleep Center:**

1. Unlock the padlock on the emergency-exit gate.
2. Unlock the padlock on the main gate. Unlock the gate and tie it back to the fence.
3. Open the gatehouse and set out the check-in book.
4. Swab down the outside serving areas if necessary.
5. Set out the hot-water urns (residents will fill these with water) and any available foods.
6. In winter, set up the propane heaters in the Big Tent and/or the reception booth.
7. Empty the wastebaskets in the gatehouse and beside the gatehouse steps.
8. Check the office phone for messages; relay any messages when guests arrive.
9. Check Security's log; file any reports and other documents left on the desk in the gatehouse.

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# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

Policy No.: FAC-004 Date Approved: Updated Draft 10/01/2021

Policy Title: [Dealing with Police Inquiries](#)

Date Revised: Updated Draft 10/01/2021

### **Sleep Center Protocol for Dealing with Police Inquiries**

Police officers often drop in at the Sleep Center to check on our general welfare.

Sometimes, though, they are looking for a person or persons in order to serve a summons or make an arrest. So when an officer appears at the gate, we usually ask, "Are you looking for someone in particular?"

If the answer is **yes**, the officer will give a name. In this case, we should say whichever of the following applies:

- A. "That person has never registered at the Sleep Center."
- B. "That person registered in the past but no longer stays here."
- C. "That person stays here but is not in camp at this moment."
- D. "That person is present in camp right now. Would you like me to ask them to come to the gate, or shall I show you where they live?"

However, if the officer asks to look at the check-in book, that is, at the whole list of current residents, then privacy issues arise. On the one hand, since the Sleep Center is on City property, the police have a good right to know who is here. On the other hand, citizens have rights to freedom from surveillance without cause and freedom of association.

So if the officer asks to see the book, we can say, "We have concerns about privacy and freedom of association, so we would rather not show you our book. But we'd be glad to look up and write down for you any information we have, in the check-in book and elsewhere, about specific individuals."

If this does not satisfy, and the officer insists on seeing the book, then it is not worth injuring our relationship with the Police Department to require him to get a search warrant. At that point, we should show him the book.

# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

Policy No.: FAC-005 Date Approved: Updated Draft 10/01/2021

Policy Title: [How to Register a New Guest](#)

Date Revised: Updated Draft 10/01/2021

### **How to Register a New Guest:**

1. Assemble for each person:
  - a. A manila folder
  - b. A double brad
  - c. A registration form
  - d. For a pet-owner, Rules about Pets and Pet Registration forms
  - e. For a couple, Rules about Sharing Huts forms
  - f. An HMIS release-of-information form
2. Gather the laminated large-print rules plus the laminated photo of an inspection-ready hut-interior.
3. Determine the next Sleep Center ID number (check the most-current list on the bulletin board to the left of the Sleep Center desk). Print each registrant's first and last name and ID number on the identification tongue of their folder.
4. With each registrant, fill out the registration form. Read over the laminated rules (and the pet forms and/or hut-sharing forms if applicable) and point out details of the inspection-ready hut. Get signatures on all applicable forms. If the registrant is willing to sign the HMIS form, make sure the printed name is legible and add the registrant's date of birth.
5. Explain "unwritten rules," ie curfew and curfew exceptions; daily check-in responsibility; two-nights-out for huts and first-come-first-serve for overflow beds; volunteer, staff, and security hours; shower service; device-charging slots.
6. Mention items usually available from the office: personal hygiene items, first aid supplies and common OTC medications, toilet paper, tissues, and cleaning supplies, and the office phone for calls out and messages in.
7. Use the two-hole punch and the brad to fasten each new guest's forms (except the HMIS form) inside their folder at the top edge. Leave all folders on the desk in the Sleep Center cubicle. Place the HMIS form in the Executive Director's inbox.
8. Walk new guests around the camp, pointing out the common room with coffee-service area, sink, and restrooms, the trash-bins around the Square, the door to the showers, and the fire gate.
9. Provide new guests with clean bedding and show them to their bed-places.
10. Assign each new guest a Barrel-bin from among the empty ones stored alongside the Office-building ramp. Note the number of each bin assigned. Supply a Combo lock for each bin; Note Combo and Place in clients file. Leave a note of the assigned bin numbers on the desk in the Sleep Center cubicle for the record-keeper.

# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

Policy No.: FAC-006 Date Approved: Updated Draft 10/01/2021

Policy Title: [Rules about Pets](#)

Date Revised: Updated Draft 10/01/2021

Only **one pet per hut**. **No diseased or aggressive pets, pregnant animals, litters of puppies, or dogs younger than 6 months. Don't acquire a new pet** while at the Sleep Center.

- Provide **detailed descriptions** of pets, even those that are microchipped.
- **Service animals** are recognized only if trained to perform work directly related to the owner's disability. Pets whose function is to provide comfort or emotional support do not qualify as service animals under the ADA.
- Owners of dogs must show **proof of their pets' vaccinations** for rabies, parvovirus, and distemper **within 14 days** of registering at the Sleep Center. In Washington, rabies vaccine must be administered by a licensed veterinarian, not by the animal's owner, to be recognized.
- Pick up and **dispose of feces** in the trash bins.
- **Never leave pets alone** in the Conestoga huts **or assign** them to someone else without permission of staff.
- Pets must be **leashed, tethered, or kenneled** at all times when they are inside the Sleep Center.
- The owners of **pets that damage property** by urinating or defecating in Conestoga huts or by clawing or chewing parts of the huts may be trespassed from the Sleep Center. This rule includes persons with disabilities.
- Dogs that **bark excessively** may be trespassed from the Sleep Center.
- **Cruel or abusive treatment or neglect** of any animal will result in the owner being trespassed from the Sleep Center and reported to Animal Control.

*Finally, be aware of the cost of owning a pet. It costs money to feed and provide veterinary care for an animal. Pet ownership also makes it more difficult to access services like free lunches, ride a bus, seek medical care, or meet with social service providers. Most landlords either charge a substantial damage deposit or simply will not rent to someone with a pet.*

I understand and agree to abide by these pet rules

Signature \_\_\_\_\_ Date \_\_\_\_\_



# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

Policy No.: FAC-007 Date Approved: Updated Draft 10/01/2021

Policy Title: [Standard Trespass Procedure](#)

Date Updated Draft 10/01/2021

**City policy:** Guests not following Sleeping Center rules may be trespassed.

**Procedure:**

1. Volunteers, staff, and security personnel (collectively “staff”) are authorized to trespass any guest for 24 hours for violating the rules of the Sleep Center.
2. When a guest violates Sleep Center rules, staff will give the guest verbal notification that they are trespassed. The rule violator will be asked to gather their things and exit the Sleep Center within ten minutes. If the guest is non-compliant or defiant, staff will remain with the guest as needed to maintain the peace of the Sleep Center and call the police to trespass the guest.
3. Staff will complete an Incident Report describing the behavior that led to the trespass. If an extended trespass is being requested, check the box accordingly and notify the guest that we are asking for more than 24 hours.
4. If time and situation allow, staff will give the guest a copy of the Incident Report. If the guest refuses to accept the Incident Report that will be noted as “refused” on the report.
5. If an Incident Report is available when police arrive, the police may review it for accuracy and may take the original.
6. Copies of the Incident Report will be provided to the security staff, placed in the Sleep Center’s 7-day folder and in the guest’s file
7. If requesting more than 24 hours, then approval is requested from the Deputy City Manager (or the City Manager). If an extended trespass is approved the incident report is delivered to the police Department with a copy of the authorizing email from the Deputy City Manager for their records.

# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

### INCIDENT REPORT -- TRESPASS REQUESTED

The following person has been instructed to gather his/her things and be ready to leave the FAC – Sweet Home Sleeping Center at the listed date and time by the person in charge who completed this report. The police have been contacted in order to implement a trespass of 24 hours or longer.

**Person to be trespassed:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Date and time:** \_\_\_\_\_ **Reporter/Issuer:** \_\_\_\_\_

**Recommended length of trespass:** \_\_ 24 hours \_\_ Longer (specify): \_\_\_\_\_

**Trespass Distance from the Sleep Center:** \_\_ 300 Feet \_\_ May only come to Exit Appointments

The reporter/issuer determined that the person being told to leave has violated one or more of the following rules (check any applicable boxes):

#### Unauthorized or improper entrance

- The person failed to meet and agree to abide by applicable rules.
- The person was a minor who was unaccompanied by his or her parent or legal guardian.
- The person allowed an unauthorized guest into the sleeping area.
- The person was an unauthorized guest in the sleeping area.
- The person entered the sleeping area without permission between the hours of 10:00p.m. and 6:00 p.m. of the next day.

#### Failure to exit

- The person failed to peaceably exit the sleeping area by 9:00 a.m.

#### Failure to maintain hut or site

- The person failed to leave his/her sleeping area in a safe, sanitary, and uncluttered state or left items other than bedding in his/her hut.
- The person started or maintained a fire or open flame in the sleeping area.
- The person littered or failed to properly use a waste disposal receptacle.
- The person failed to keep and confine his or her personal property to the area assigned.

#### Disturbing the peace of the center

- The person unreasonably disturbed the peace, comfort, and repose of others by knowingly engaging in loud or raucous behavior.
- The person failed to remain quiet during quiet times of 10:00 p.m. to 7:00 a.m.
- The person used an instrument or other devices between the hours of 10:00 p.m. and 7:00 a.m. that generated or made audible sound beyond the person's assigned area.

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### **Failure to respect staff, volunteers, or other guests**

- The person willfully hindered, delayed, or obstructed a city employee, security contractor, or designated camp supervisor in the discharge of his or her official duties.
- The person intentionally harassed, intimidated, or tormented another person by using lewd, lascivious, indecent or obscene words or language, or suggesting the commission of a lewd or lascivious act.
- The person unreasonably interfered with the comfort, solitude, health, or safety of others, offended common decency, offended common sensibilities and senses by way of extreme noise, light, or odor, or obstructed public passage through any public way or place.

### **Lewd conduct**

- The person urinated or defecated somewhere other than a bathroom, portable restroom, porta-potty, or sani-can.
- The person engaged in sexual intercourse, sexual contact, or masturbation in the sleeping area within sight or hearing of others.

### **Possession or use of banned substance or item**

- The person possessed, displayed, or used a weapon in the sleeping area.
- The person possessed or used illegal drugs, marijuana, alcohol, or another banned substance in the sleeping center.
- The person brought one or more of the following listed prohibited items into the sleeping area: flammable or combustible liquids or materials, toxic liquids or materials, ammunition or other explosive materials, stolen property, putrid materials, garbage, litter, or debris.

### **Failure to control pet**

- The person brought a dangerous, diseased or aggressive pet into the sleeping area.
- The person failed to keep his or her pet on a leash or in a kennel.
- The person failed to clean up after his or her pet.

### **Theft**

- The person took, used, or possessed the property of another without express permission of its owner.

**Other criminal activity:** \_\_\_\_\_  
\_\_\_\_\_

**Narrative of violation(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Witness(es) to violation(s):** \_\_\_\_\_  
\_\_\_\_\_

# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

Policy No.: FAC-008 Date Approved: Updated Draft 10/01/2021

Policy Title: [Voluntary Exit for Rule Violations](#)

Date Revised: Updated Draft 10/01/2021

Minor violations of Sleeping Center rules may sometimes be handled with a Voluntary Exit instead of a formal police-enforced trespass. Using the Voluntary Exit process avoids paperwork and also does not result in a police record. It should not be used for repeat offenses by the same client, but is often easier than the formal process when the violation is minor. Voluntary Exits should never be used in cases where physical altercations have occurred or where criminal laws have been broken.

The Voluntary Exit form is completed and signed by both the client and the staff member. A copy is placed in the client's file and the daily check-in roster should note that they took a voluntary exit.

### Voluntary Exit for Rule Violations

*(instead of trespass served by a police officer)*

Person exiting: \_\_\_\_\_ Date & Time: \_\_\_\_\_

Staff member(s) enforcing rules: \_\_\_\_\_

#### Camp rule violations:

\_\_\_ Alcohol, pot, drug paraphernalia inside the center

\_\_\_ Failed hut inspection(s) – unsanitary, unclean, unsafe, food, substances, damage

\_\_\_ Messing up or damaging sleeping center site or property

\_\_\_ Failure to supervise or care for pet

\_\_\_ Disrespect toward security staff, volunteers, or guests

\_\_\_ Failure to leave by 9 a.m.

\_\_\_ Other: \_\_\_\_\_

#### Detailed account of unruly behavior:

This exit is in effect until \_\_\_\_\_.

*Note: Return while exit in effect may lead to involuntary trespass by police.*

Signature of security guard or volunteer: \_\_\_\_\_

Signature of Sleeping Center client/guest: \_\_\_\_\_

# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

Policy No.: FAC-009 Date Approved: Updated Draft 10/01/2021

Policy Title: [Warning/Trespass Guidelines](#)

Date Revised Updated Draft 10/01/2021

**Behavior First Time Second Time Third Time Fourth-Additional**

**Behavior First Time Second Time Third Time Fourth-Additional**

Behavior	First Time	Second Time	Third Time	Fourth-Additional
Loud arguing, disturbing the peace.	Oral Warning	Oral or written warning.	24-hour trespass.	24-hour trespass/escalating consequences
Threat to another guest.	Oral or written warning or 24-hour trespass depending on severity	written warning or 24-hour trespass depending on severity	24-hour trespass/possible escalating consequences	72-hour trespass/escalating consequences
Physical fighting with another guest.	72-hour trespass.	72-hour or more trespass	72-hour or more trespass	72-hour or more trespass
2 Night Rule (must be in hut 5 nights per week)	Oral warning when pattern is noticed. May Lose hut.	Lose hut. Welcome to return.	Lose hut. Welcome to return.	Lose hut. Welcome to return.
Weapon in the Center	Oral or written warning	Written warning or 24-hour	24-hour trespass	72-hour trespass/escalating consequences
Possess/use alcohol or illegal drugs/pot	Written warning or 24-hour trespass	24-hour trespass	72-hour trespass	72-hour trespass/escalating consequences
Theft or crime not against a person	24-hour trespass	24-hour trespass	72-hour trespass	72-hour trespass/escalating consequences
Using unassigned tent or hut.	Oral or written warning	Written warning or 24-hour trespass.	Written warning or 24-hour trespass.	24-hour trespass/escalating consequences
Hut violations-minor Stuff and cleanliness	Oral Warning	Oral or written warning	Written warning or 24-hour trespass.	24-hours trespass/ possible escalating consequences
More than one bike	Oral warning	Written Warning	24-hour trespass	24-hour trespass and escalating consequences.
Hut violation-major Damage to property	24-hours trespass/ possible escalating consequences	72-hour trespass/ possible escalating consequences	72-hour trespass/ possible escalating consequences	72-hour trespass/ possible escalating consequences

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Hut violation- Smoking or open flame	Written warning or 24-hour trespass	24-hour trespass	24- to 72-hour trespass	72-hour trespass, escalating consequences
Disrespect of common spaces. (Gatehouse, reception, ally)	Oral Warning	Oral or written warning	Written warning or 24-hour trespass.	24-hour trespass/ possible escalating consequences
In after 9:00am.	Oral warning	Oral or written warning.	Written warning or 24-hour trespass.	24-hour trespass / possible escalating consequences
Missing curfew	Oral warning	Written warning or refuse entrance	Refuse entrance	Refuse entrance
Respect for volunteer/staff directions.	Oral Warning	Oral or written warning.	Written warning or 24-hour trespass	24-hour trespass/ possible escalating consequences
Verbal threat to volunteers/staff	Written warning or 24-hour trespass	24-hour trespass	24/72-hour trespass	72-hour trespass and escalating consequences.
Physical harm to other clients, volunteers, or staff	72-hour trespass. Consult city.			
Pets not on leash, cleanliness, anti- social behavior	Oral warning	Oral or written warning	Written warning or 24-hour trespass	24-hour trespass / possible escalating consequences and/or pet out
No pet vaccination	Oral warning	Oral or written warning	Written warning	Pet out.

# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

Policy No.: FAC-010 Date Approved: Updated Draft 10/01/2021

[Policy Title: Assignment of Conestoga Huts](#)

Date Revised: Updated Draft 10/01/2021

Conestoga huts are assigned as they become available:

- First, to a couple or a single woman currently occupying an overflow space
- Second, to a couple or a single woman newly registered at or newly returning to the Sleep Center
- Third, to a male regular overflow occupier, in order of length of occupation (exception: individuals who have been previously trespassed.)

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# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

Policy No.: FAC-011 Date Approved: Updated Draft 10/01/2021

Policy Title: [Domestic partners Trespass Guidelines](#)

Date Revised: Updated Draft 10/01/2021

If domestic partners who occupy a single hut disturb the peace of the Sleep Center:

- On the first offense, warnings are served on both parties
- On the second offense, trespasses of 24 hours are requested for both parties
- On the third offense, trespasses of 72 hours or more are requested for both parties; the hut is forfeit; and on return, the parties may be sheltered as single persons in accordance with the Policy on Assignment of Conestoga Huts

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# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

Policy No.: FAC-012 Date Approved: Updated Draft 10/01/2021

Policy Title: [Volunteer Duties](#)

Date Revised: Updated Draft 10/01/2021

### **Evening Volunteer Duties at the Sleep Center**

Under the normal operating hours of the Walla Walla Sleep Center, the center opens in the evening and closes at 9am the following morning. Clients may check-in to the Sleep Center for the night between opening time and 10pm. Entry after 10pm requires prior approval and pre-notification of the night Security Officer.

#### **Hours:**

Volunteers serve in shifts each evening at the Sleep Center during check-in time:

- check-in hours are 7a-10 p.m.

Other volunteers serve in the mornings, helping clients to leave on time, inspecting huts, and doing necessary cleaning and organizing.

#### **Roles and Responsibilities:**

Especially early in the evening, it is helpful to divide roles into gate volunteer and office volunteer. Some nights a shower volunteer is also needed. However, roles may change and overlap, and it is good for folks to work as a flexible team as the flow of people, the weather, and various issues change.

Volunteers may change roles from one time to another and are encouraged to do so. We want as many folks “cross-trained” as possible. Below is a description of the volunteer duties in these 3 categories:

#### **Gate Volunteer Duties:**

Check with the office to see if anyone has been trespassed and is therefore not allowed entry. The gatehouse is available to volunteers monitoring the gate. Mark people coming through the gate as present, write the time they arrived next to their name on the list. Make note of people who leave throughout your shift and if they return. Check the previous night’s list for available overflow space in the 8 bed room for males and the 2 bed hut for women, which are provided on a first-come-first served basis. If no one was assigned a bed in the men’s overflow space the night before, then another person can be assigned that bed. Otherwise, an overflow bed is given first to the occupant who stayed in a bed the night before. If that person is not at the gate at 6pm, then the bed can be given to someone else. Write the names of those in overflow as they are assigned a bed.

The yellow tents are also provided on a first-come-first-serve basis and can be used for single women, single men or couples as needed. It is OK to have clients wait until their space is assigned or a hut is ready or you are sure there is space for them. They can wait either by the gate or in the meeting room but should not move around the center. A turn-over of space occurs at 6pm. When the gate opens at 5pm or 4pm, a person without an assigned space will have to wait until 6pm if all beds in the overflow space were full the night before. If at 6pm, the previous night’s occupant has not arrived, then the turnover can occur.

There are often many people at the gate at opening time. If someone comes through that is not on the previous night’s list, ask that person to step aside until you have finished with those waiting at the gate.

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## Policy and Procedures Manual

If there is an open bed in the overflow, then the person waiting may be able to fill it. Ask those waiting if they have been clients previously and have therefore been registered. If yes, assign an open bed. If no, write their name on the list and then take them to the office for an intake interview.

If overflow beds are full, other clients can wait for an “overnighter” hut that is not going to be occupied on a given night by someone who would regularly be there. Those are usually assigned at 9:30, so someone told that an overflow bed is not available can always call or come back at that time.

If someone comes to the gate to visit a client of the sleep center, ask them to wait outside the gate while you check to see if the client is in. It is best not to tell the visitor whether or not the client is in until you get an OK from the client. The client can choose whether or not to greet the visitor outside the gate. Client visitors are not allowed entry into the sleep center.

During lulls in people entering, you may assist other volunteers in cleaning out huts, dealing with used bedding, etc. And don't hesitate to walk around and talk to clients. Just keep monitoring the gate. If the weather is bad, you can go into the office and keep an eye on the gate through the window.

### **Office Volunteer Duties:**

Register new clients and go over the Sleep Center Rules with them. (Note whether or not they have a pet. A pet requires signature on the Pet Rules form.) Tell them what is available to them while they are staying at the center. Walk them to their sleeping space.

If registrant is in need of a bin, set up a bin assignment.

Monitor office window for requests.

Check dinner calendar and meeting room for preparedness. If a dinner is scheduled, ask if help is needed serving. (There are some who bring dinner but do not stay to serve. In this case, help serve or assign someone to help serve. Use gloves.)

After 6pm, check with the Gate Volunteer to see if there are new people staying in the overflow bed or in a hut. If yes, then they will need fresh bedding. Check if there is used bedding in the space. If so, that bedding will need to be transferred to the service building. To do that, retrieve gloves from the office and move the bedding to the laundry room. Then get clean bedding from the laundry room for the person who will sleep on that space tonight. In summer, provide one sleeping bag, 2 blankets and a pillow. In winter, two sleeping bags, at least 2 blankets and a pillow may be needed, depending on conditions.

If a hut is available because someone has been out the past two nights, then at 6 pm, that hut will be turned over to 1) a woman who stayed the previous night in the women's overflow hut or 2) the longest continuous person in the men's overflow room. Check the past check-in sheets to figure out who can move into the open hut. Check the newly open hut for condition. With gloves on, take bedding in the hut to the laundry room. If there are any personal belongings in hut, transfer them to that person's bin. If space is available in their bin, empty contents of tub on porch in the bin as well. Move the bin to the front of the office building. Sweep hut. Notify the next person that they can move their bedding and bin to the hut. If they do not have a bin, assign them an available bin.

Other duties include keeping a list of needed office items, including items made available for clients, empty/fill dishwasher, wipe down tables in common room, restock bathroom and common room with supplies as needed, answer the phone, talk with people in the meeting room, etc. If someone calls the office asking for a client, ask them to hold while you check on whether the client would like to accept the call. Do not confirm the presence of a client directly to the caller. Record a message if unsure. If a

# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

community member brings a donation to the sleep center, ask them for contact information and record the donation in the donation folder on the FAC desk.

**Note that clients are not allowed in the office without an appointment.**

### **Shower Volunteer Duties:**

Shower days are decided in advance. A third volunteer will cover supervising the showers when showers are available.

- Unlock the shower doors in the service building.
- Check showers for soap/shampoo/conditioner (extras may be under the sink in the hallway).
- Check stack of towels/washcloths in hallway (more can be found in the laundry room.)
- Clothes hamper in the hallway is for used towels.
- Check that the laundry room door is locked.
- Check for gloves.
- Check the previous night's shower list.
- Check spray bottle of bleach solution (1 TBSP bleach per quart water).

Go to meeting room with signup sheet for the showers and begin filling in names for showers in 15min time slots (10 minutes for shower and 5 minutes for undressing/dressing).

Priority will be given to people who did not shower most recently.

Spray the floor of shower between each person with bleach solution. After the last shower, spray down the entire shower and wipe the walls and floor dry (wear gloves). Lock the shower doors and return the list of shower takers to office so that the next volunteer can reference it if needed. Access to the bathrooms in the service building is until 10pm, so the service building door remains unlocked until then.

While the showers are occupied, you may go around the center to remind people next on list that their turn is almost up.

### **A Word about Rule Enforcement:**

All volunteers are responsible for rule enforcement as needed. If an argument starts among clients, it is best to head it off. Ask instigator(s) to back away or take a walk. If they refuse, then you may ask them to leave for the night on a trespass. If this is the case, fill out an Incident Report form. If safety is a concern at any time, call 911. For non-emergency police support, call the non-emergency dispatch number 541-367-5181

### **Amendment for Extended Opening Hours**

During the COVID-19 pandemic, the Sleep Center is open 24/7. The FAC-Sweet Home Exit Homelessness staff work on site between the hours of 7am and 6pm.

Volunteer hours during this time remain from 6pm to 10pm. Since people are allowed to stay at the Sleep Center throughout the day, check-in is not required. The gate to the Sleep Center remains closed at all times. Volunteers open the gate for people returning to the Sleep Center if they go out during the day. They are allowed to enter only if they are on the list from the previous night.

If they are not on the list, then beginning at 6pm, give them a spot according to the Gate Volunteer Duties instructions above. Note that during the pandemic, there are no "overnighter" loans of

# FAC Sweet Home Sleep Center Policy Manual

## Policy and Procedures Manual

unoccupied huts for a night. Before 10pm, a volunteer takes attendance in the Sleep Center for the night. This may require a walk around the Sleep Center to confirm and place a check mark by the name of all people staying at the Sleep Center. This attendance list is transferred to an Excel spreadsheet on the office computer and printed out for 1) the night Security Officer at 10pm and 2) the morning Exit staff. Attendance data is also distributed by email to the Executive Director, Sleep Center Manager and a few other FAC Sweet Home Board members.

Because of the tight space in the common room, people are only allowed to enter for access to the bathroom, sink, coffee table, and cellphone lockers, and pass through window. No loitering in the common room is allowed and social distancing is expected. Entrance to the building requires wearing a face covering. Lunch and dinner are served through the pass-through window. For the winter, 2 yellow warming tents with propane heaters are set up outside for people to warm up. Please check with the office for rules concerning the warming tents.

The office is often busy and it helps to have two people to assist. Among the tasks are cleaning and sanitizing the common room, answering the gate, serving people through the pass through window with food or other items, supplying the bathroom and common room with supplies as needed (soap, paper towels, toilet paper), answering the phone, etc. Please see a list on the bulletin board in the office for suggestions of chores that can be done.

DRAFT

NOTES

Police  
I asked for 2000-2001 reports by accident, and got those. I realized the mistake and called & asked if I could get 2020-2021. Wells called me 4/25/19 - 5/25/21 so those were available already & time was short. Some dates overlapped in the <sup>Top</sup> spreadsheet they sent me so I deleted what in excel using the duplicate function.

\* With more time, we can get 5/25/21 - 12/31/21 and maybe 2017/2018 for "before" (The camp moved there in April ~~20~~ 19, 2019)



Leis

# Fire at homeless encampment threatens Walla Walla warehouse

1/2 mile  
away  
on Rees

Posted: November 30, 2021 11:44 AM  
by [Dylan Carter](#)

WALLA WALLA, Wash. — After a fire that authorities suspect started at a homeless encampment threatened to burn down an industrial warehouse north of Downtown Walla Walla, firefighters sprung into action and extinguished the flames before any serious damage ensued.

According to a release from the [City of Walla Walla](#), teams from Walla Walla Fire Stations No. 1 and 2 were alerted to a fire at 409 W. Rees Ave around 8:30 p.m. on November 29, 2021. Initial reports indicated the fire may have been started at a nearby homeless encampment.

When they arrived, fire crews observed flames outside of the building that threatened to consume it once they spread inside. Firefighters promptly combated the flames, which then spread into the top level of this industrial warehouse.

**READ: [Police arrest driver accused of critically injuring Walla Walla man in College Place](#)**

They put the fire out within ten minutes of being dispatched, effectively saving the structure from what otherwise would've been an extremely dangerous situation. As far as firefighters and their ensuing investigation could tell, no one was harmed during the fire. The building was unoccupied when flames spread inside the structure.

The building, which belongs to O'Bannon Living Trust, sustained an estimated \$5,000 in damages.

None of the firefighters suffered any injuries as a result of this incident. However, the cause of the fire is still under investigation and further details may come as a result of their findings.

*This is a breaking news story. An update and/or follow-up will be issued once further details are revealed.*

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**Fw: Homeless camp**

1 message

**Christine Rogers** <[REDACTED]>

Tue, Jan 25, 2022 at 2:33 PM

To: Deserttrip &lt;[REDACTED]&gt;

Sent from Outlook

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**From:** Susan Nakonieczny <snakonieczny@wallawallawa.gov>**Sent:** Tuesday, January 25, 2022 2:30 PM**To:** Christine Rogers <[REDACTED]>**Subject:** Re: Homeless camp

Councilwoman

Good Afternoon Christine,

Thank you for your email. I'm so sorry about my late reply. First of all, there aren't any cure-all strategies. In my opinion, a homeless shelter should not be in a residential neighborhood due to the type of behavior that is associated with homelessness. When this type of arrangement is placed in a residential neighborhood operating 12 hours for sleeping, families will definitely see the twice-daily migration to different parts of the city and back to the shelter. Along with this migration, many will witness drug use, physical and verbal fights, encampments within the neighborhood, and trash. If the shelter is operating 24 hours a day, there is less migration and more opportunities to treat mental illness, drug abuse, and other needs. We also have a community crisis paramedic that responds to situations where law enforcement intervention would normally be called. This helps because it relieves the PD of many calls and also relieves the ambulance service and emergency department calls.

While there are no cure-all solutions to the problem of homelessness, there are recommendations. I would suggest not placing a shelter in a residential neighborhood. I would also recommend it operate 24 hours a day, set up a place for mental health and drug addiction interventions, and other needed interventions. I also recommend having a community crisis paramedic that solely deals with the homeless population to help with needs but also build that necessary relationship with them. A shelter of this sort is much better than having the homeless hang out with no place to go.

You have a right to be concerned and you should express those legitimate concerns. The community needs to be part of this process and should be allowed to hear every aspect of the city's plan. I hope this helps you.

Best regards,

Susan Smiley Nakonieczny

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**From:** Christine Rogers <[REDACTED]>  
**Sent:** Tuesday, January 25, 2022 8:17 AM  
**To:** Susan Nakonieczny <snakonieczny@wallawallawa.gov>  
**Subject:** Re: Homeless camp

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

This evening is our city council meeting, our only opportunity to present our arguments against the homeless shelter being on property that borders our neighborhood. I asked a lot of questions before but the most important and helpful information for our neighborhood would be, what is the status of West Ward now? The article I read was about a walk about that you led during the summer, over a year after the homeless shelter had been re-located to West Ward.

Our city council is presenting this as the cure-all, ignoring the fact that West Ward was inundated with criminal activity after the homeless camp arrived there.

I truly hope you have a chance to respond and can help our neighborhood convince our city council that this is the wrong location. We are not saying don't start the sleep center, we are asking them to keep the location away from neighborhoods.

Thank you again,  
Christine Rogers  
[REDACTED]

Sent from Outlook



4/24/2019 - 5/25/2021

**POLICE REPORTS**

Walla Walla Sleep Center and its 700 Foot Radius

**POLICE REPORTS**

911 call	4
Abandoned Vehicle	5
Accident Non Injury	1
Alarm	10
Animal Call	1
Assault	14
Assault Weapon	1
Assist	17
Attempt to Locate	1
Bike Found	1
Bike Theft	1
Citizen Contact	20
Civil Problem	4
Code Enforcement	9
Death Investigation	1
Disturbance	31
Domestic Physical	6
Domestic Problem	5
Extra Patrol	1
Fight	4
Follow Up	18
Found Property	5
Harassment	7
Illegal Dumping	1
Information Report	25
Lewd Conduct	1
Malicious Mischief	2
Man w/gun	1
Man w/weapon	1
Missing Person	1
Narcotics Call	3
Paper Service	8
Parking Complaint	5
Phone Message	4
Premises Check	8
Sex Offense	3
Shots Fired	2
Suicide Attempt	2
Suicide Threats	6

**POLICE REPORTS**

Suspicious Activity	16
Theft	9
Threats	6
Traffic Call	5
Traffic Stop	8
Trespass	63
Unknown Problem	3
Unwanted Person	86
Violation of Court Order	4
Wanted Person	1
Warrant Service	2
Welfare Check	6
<new call>	1

**Per WALLA WALLA POLICE DEPARTMENT**

Calls from 4/25/2019 through 5/25/2021

763 Days

450 Calls

1 call every 1.7 days

*An average of 214.7 calls per year*

**Per WALLA WALLA POLICE DEPARTMENT**

Calls from 1/1/2000-12/31/2001

731 days

15 calls

1 call every 48.7 days

*An average of 7.49 calls per year*

**This is a difference of an average of 207.21 additional calls per year to that site and the 700 ft radius surrounding it**

**This is a 2,766.49% INCREASE in calls to this corner**

Note: The "found" bike was 2019 & the stolen one was 2021


2022 Sleep Center Location  
 700ft Radius Search  
 Years: 2000-2001

Incident Date And Time	Incident Number	Incident Type	Incident Address	Incident Nature of Call
03/18/2000 12:45:21	2000-00004333	Information Report	1120 W MOORE ST	SB/NEWHOUSE, MITCHELL D.0333178.
04/09/2000 00:08:03	2000-00005752	Suspicious Activity	1120 W MOORE ST	SAW SUBJECTS GO INTO ANDERSONS WRECKING YARD
04/20/2000 19:07:27	2000-00006514	Assist	1100 W MOORE ST	WEST OF ANDERSONS WRECKING YARD
05/08/2000 08:48:02	2000-00007635	Animal Call	1214 W MOORE ST	GERMAN SHEPHARD MIX WITH NO TAIL
08/30/2000 08:38:02	2000-00015907	Theft	1120 W MOORE ST	
09/11/2000 12:24:14	2000-00016758	Death Investigation	1212 W MOORE ST	SUICIDE
09/27/2000 17:01:08	2000-00017821	Threats	1214 W MOORE ST	
11/02/2000 07:47:04	2000-00020085	Abandoned Vehicle	1120 W MOORE ST	WHT CHEV VEGA
12/18/2000 14:50:09	2000-00022780	Recovered Stolen	1120 W MOORE ST	SUPP TO 00-22411
05/31/2001 06:42:10	2001-00009443	Illegal Dumping	1120 W MOORE ST	CANS OF OIL.
06/04/2001 07:08:21	2001-00009735	Burglary	1120 W MOORE ST	HOLDING AREA BROKEN INTO LAST NIGHT
06/14/2001 00:04:26	2001-00010478	Traffic Call	1120 W MOORE ST	TIRES DUMPED IN THE MIDDLE OF THE ST
07/09/2001 06:34:53	2001-00012449	Criminal Mischief	1120 W MOORE ST	OIL THROWN ON BUILDINGS
08/17/2001 06:20:44	2001-00015195	Criminal Mischief	1120 W MOORE ST	CANS AND JUG'S OF OIL THROWN IN P-LOT
09/30/2001 20:27:21	2001-00018412	Criminal Mischief	1120 W MOORE ST	VANDALISM; THREW WASTE OIL ON PLOT AND BLDG

NO SHELTER  
 I Page  
 IS calls

Incident Address	Incident Date And Time	Incident Number	Incident Type
1181 W REES AVE	04/25/2019 20:48:51	2019-00009421	Unwanted Person
1181 W REES AVE	04/25/2019 23:21:39	2019-00009433	Information Report
1181 W REES AVE	04/26/2019 08:50:07	2019-00009443	Citizen Contact
1181 W REES AVE	04/27/2019 08:11:51	2019-00009528	Citizen Contact
1181 W REES AVE	04/27/2019 22:37:19	2019-00009583	Disturbance
1181 W REES AVE	04/29/2019 21:30:30	2019-00009750	Premises Check
1181 W REES AVE	04/30/2019 05:48:44	2019-00009760	Harassment
1181 W REES AVE	05/01/2019 18:21:30	2019-00009922	Unwanted Person
1137 N 13TH AVE	05/01/2019 20:56:31	2019-00009928	Alarm
1181 W REES AVE	05/05/2019 22:44:25	2019-00010278	Information Report
1181 W REES AVE	05/07/2019 17:40:55	2019-00010449	Premises Check
1181 W REES AVE	05/08/2019 20:01:18	2019-00010584	Trespass
1181 W REES AVE	05/09/2019 18:05:14	2019-00010689	Disturbance
1137 N 13TH AVE	05/09/2019 20:14:49	2019-00010703	Citizen Contact
1181 W REES AVE	05/11/2019 17:45:27	2019-00010902	Unwanted Person
1181 W REES AVE	05/11/2019 18:33:47	2019-00010906	Follow Up
1181 W REES AVE	05/14/2019 08:11:12	2019-00011129	Malicious Mischief
1137 N 13TH AVE	05/14/2019 23:56:54	2019-00011206	Premises Check
1181 W REES AVE	05/18/2019 08:41:15	2019-00011489	Traffic Stop
1181 W REES AVE	05/19/2019 16:10:47	2019-00011607	Trespass
1181 W REES AVE	05/20/2019 09:01:18	2019-00011646	Unwanted Person
1181 W REES AVE	05/23/2019 08:35:11	2019-00011915	Domestic Physical
1181 W REES AVE	05/23/2019 18:03:23	2019-00012001	Trespass
1181 W REES AVE	05/23/2019 23:14:49	2019-00012023	Disturbance
1181 W REES AVE	05/24/2019 09:19:17	2019-00012047	Unwanted Person
1181 W REES AVE	05/24/2019 18:41:42	2019-00012112	Trespass
1181 W REES AVE	05/25/2019 18:22:48	2019-00012200	Unwanted Person
1181 W REES AVE	05/26/2019 16:40:34	2019-00012273	Unwanted Person
1137 N 13TH AVE	05/27/2019 17:47:58	2019-00012362	Alarm
1181 W REES AVE	05/27/2019 18:42:26	2019-00012368	Trespass
1137 N 13TH AVE	05/28/2019 17:21:12	2019-00012470	Unwanted Person
1181 W REES AVE	05/30/2019 14:40:37	2019-00012666	Harassment
1181 W REES AVE	06/01/2019 09:05:14	2019-00012834	Unwanted Person
1181 W REES AVE	06/01/2019 19:17:57	2019-00012876	Unwanted Person
1181 W REES AVE	06/02/2019 16:06:15	2019-00012923	Unwanted Person
1137 N 13TH AVE	06/03/2019 13:36:05	2019-00012982	Unwanted Person
1181 W REES AVE	06/03/2019 19:57:07	2019-00013018	Citizen Contact
1181 W REES AVE	06/05/2019 19:01:34	2019-00013214	Assist
1137 N 13TH AVE	06/07/2019 09:32:51	2019-00013339	Unwanted Person
1181 W REES AVE	06/08/2019 07:45:23	2019-00013432	Premises Check

Shelter  
12 PAGES  
USD CALLS



Incident Address	Incident Date And Time	Incident Number	Incident Type
1181 W REES AVE	06/09/2019 18:57:38	2019-00013570	Citizen Contact
1137 N 13TH AVE	06/10/2019 10:42:17	2019-00013627	Unwanted Person
1181 W REES AVE	06/11/2019 09:01:43	2019-00013729	Unwanted Person
1181 W REES AVE	06/11/2019 18:34:11	2019-00013805	Citizen Contact
1137 N 13TH AVE	06/14/2019 09:08:54	2019-00014073	Unwanted Person
1137 N 13TH AVE	06/15/2019 08:44:28	2019-00014184	Unwanted Person
1181 W REES AVE	06/18/2019 21:53:48	2019-00014531	Theft
1181 W REES AVE	06/19/2019 20:35:53	2019-00014625	Assist
1181 W REES AVE	06/20/2019 20:38:04	2019-00014719	Citizen Contact
1181 W REES AVE	06/20/2019 22:05:18	2019-00014722	Trespass
1181 W REES AVE	06/23/2019 18:28:00	2019-00014974	Trespass
1181 W REES AVE	06/24/2019 18:45:11	2019-00015061	Suspicious Activity
1181 W REES AVE	06/24/2019 23:03:34	2019-00015076	Citizen Contact
1181 W REES AVE	06/25/2019 20:35:27	2019-00015158	Phone Message
1181 W REES AVE	06/25/2019 21:30:41	2019-00015161	Follow Up
1181 W REES AVE	06/27/2019 19:22:00	2019-00015330	Trespass
1181 W REES AVE	06/29/2019 21:18:14	2019-00015508	Trespass
1181 W REES AVE	06/29/2019 22:28:47	2019-00015513	Premises Check
1181 W REES AVE	06/30/2019 21:05:37	2019-00015562	Domestic Problem
1181 W REES AVE	07/02/2019 22:57:05	2019-00015800	Information Report
1100 W REES AVE	07/03/2019 13:35:26	2019-00015851	Suspicious Activity
1181 W REES AVE	07/04/2019 04:55:10	2019-00015957	Unwanted Person
1181 W REES AVE	07/04/2019 21:39:30	2019-00016031	Trespass
1181 W REES AVE	07/05/2019 08:43:43	2019-00016108	Trespass
1181 W REES AVE	07/05/2019 19:47:58	2019-00016166	Trespass
1181 W REES AVE	07/06/2019 08:07:16	2019-00016217	Citizen Contact
1181 W REES AVE	07/06/2019 08:55:04	2019-00016221	Follow Up
1181 W REES AVE	07/07/2019 15:59:29	2019-00016330	Trespass
1181 W REES AVE	07/10/2019 16:41:40	2019-00016613	Traffic Call
1181 W REES AVE	07/11/2019 02:47:38	2019-00016657	Unwanted Person
1181 W REES AVE	07/11/2019 19:48:57	2019-00016726	Unwanted Person
1181 W REES AVE	07/12/2019 20:29:08	2019-00016847	Trespass
1181 W REES AVE	07/13/2019 23:21:54	2019-00016954	Traffic Stop
1181 W REES AVE	07/17/2019 07:46:02	2019-00017230	Paper Service
1181 W REES AVE	07/17/2019 20:44:54	2019-00017293	Trespass
1181 W REES AVE	07/20/2019 08:15:13	2019-00017526	Disturbance
1181 W REES AVE	07/20/2019 18:16:52	2019-00017573	Trespass
1181 W REES AVE	07/21/2019 06:26:26	2019-00017635	Unknown Problem
1181 W REES AVE	07/31/2019 19:11:56	2019-00018537	Unwanted Person
1137 N 13TH AVE	08/01/2019 11:19:20	2019-00018601	Illegal Dumping

Incident Address	Incident Date And Time	Incident Number	Incident Type
1137 N 13TH AVE	08/02/2019 09:22:52	2019-00018700	Unwanted Person
1181 W REES AVE	08/02/2019 20:25:23	2019-00018760	Trespass
1181 W REES AVE	08/02/2019 22:05:45	2019-00018768	Trespass
1181 W REES AVE	08/03/2019 20:35:23	2019-00018844	Disturbance
1181 W REES AVE	08/03/2019 22:04:00	2019-00018849	Trespass
1181 W REES AVE	08/04/2019 08:16:49	2019-00018878	Citizen Contact
1181 W REES AVE	08/04/2019 17:50:54	2019-00018919	Trespass
1181 W REES AVE	08/05/2019 14:58:38	2019-00018993	Abandoned Vehicle
1181 W REES AVE	08/05/2019 20:54:07	2019-00019020	Follow Up
1181 W REES AVE	08/06/2019 08:33:38	2019-00019061	Unwanted Person
1181 W REES AVE	08/13/2019 00:27:30	2019-00019667	Disturbance
1181 W REES AVE	08/18/2019 18:09:00	2019-00020195	Trespass
1181 W REES AVE	08/28/2019 23:21:46	2019-00021107	Trespass
1181 W REES AVE	08/29/2019 20:36:27	2019-00021189	Domestic Physical
1181 W REES AVE	08/30/2019 19:34:37	2019-00021283	Trespass
1181 W REES AVE	08/30/2019 21:13:48	2019-00021292	Unwanted Person
1181 W REES AVE	08/31/2019 11:12:17	2019-00021348	Found Property
1181 W REES AVE	09/04/2019 17:54:28	2019-00021712	Trespass
1181 W REES AVE	09/07/2019 12:36:43	2019-00022012	Shots Fired
1181 W REES AVE	09/09/2019 08:35:03	2019-00022116	Disturbance
1181 W REES AVE	09/09/2019 16:02:45	2019-00022162	Information Report
1181 W REES AVE	09/10/2019 12:23:23	2019-00022228	Unwanted Person
1181 W REES AVE	09/13/2019 21:42:06	2019-00022569	Unwanted Person
1181 W REES AVE	09/16/2019 07:41:25	2019-00022740	Threats
1181 W REES AVE	09/16/2019 19:18:57	2019-00022802	Trespass
1181 W REES AVE	09/17/2019 17:57:05	2019-00022885	Trespass
1181 W REES AVE	09/22/2019 17:04:33	2019-00023297	Trespass
1181 W REES AVE	09/23/2019 20:42:57	2019-00023400	Follow Up
1181 W REES AVE	09/24/2019 20:36:42	2019-00023487	Phone Message
1181 W REES AVE	09/26/2019 18:08:04	2019-00023674	Trespass
1181 W REES AVE	10/01/2019 20:46:49	2019-00024035	Suspicious Activity
1137 N 13TH AVE	10/03/2019 14:44:55	2019-00024187	Unwanted Person
1181 W REES AVE	10/04/2019 05:09:15	2019-00024239	Domestic Physical
1181 W REES AVE	10/05/2019 19:06:20	2019-00024380	Unwanted Person
1181 W REES AVE	10/06/2019 16:04:45	2019-00024421	Suspicious Activity
1181 W REES AVE	10/06/2019 18:12:50	2019-00024438	Assist
1181 W REES AVE	10/08/2019 09:16:24	2019-00024578	Trespass
1137 N 13TH AVE	10/08/2019 13:49:49	2019-00024593	Alarm
1181 W REES AVE	10/10/2019 12:54:00	2019-00024741	Theft
1181 W REES AVE	10/11/2019 08:40:17	2019-00024796	Narcotics Call

Incident Address	Incident Date And Time	Incident Number	Incident Type
1181 W REES AVE	10/11/2019 09:42:07	2019-00024804	Bike Found
1181 W REES AVE	10/13/2019 08:21:13	2019-00024971	Paper Service
1181 W REES AVE	10/13/2019 16:07:39	2019-00024996	Assist
1181 W REES AVE	10/14/2019 18:16:46	2019-00025083	Phone Message
1181 W REES AVE	10/15/2019 17:51:28	2019-00025157	Trespass
1181 W REES AVE	10/16/2019 08:37:44	2019-00025194	Assault
1181 W REES AVE	10/17/2019 06:55:05	2019-00025274	Trespass
1000 N 15TH AVE	10/17/2019 12:42:37	2019-00025299	Code Enforcement
1181 W REES AVE	10/22/2019 10:30:49	2019-00025646	Code Enforcement
1181 W REES AVE	10/25/2019 23:41:40	2019-00025911	Premises Check
1137 N 13TH AVE	10/28/2019 08:57:59	2019-00026036	Unwanted Person
1181 W REES AVE	10/28/2019 11:29:43	2019-00026049	Threats
1181 W REES AVE	10/28/2019 18:01:07	2019-00026069	Assist
1181 W REES AVE	11/02/2019 00:23:56	2019-00026382	Warrant Service
1181 W REES AVE	11/02/2019 18:16:24	2019-00026424	Found Property
1181 W REES AVE	11/04/2019 06:05:45	2019-00026500	Disturbance
1181 W REES AVE	11/10/2019 17:04:23	2019-00026973	Unwanted Person
1181 W REES AVE	11/10/2019 19:05:27	2019-00026978	Assist
1181 W REES AVE	11/10/2019 20:34:15	2019-00026985	Theft
1181 W REES AVE	11/13/2019 15:26:00	2019-00027157	Missing Person
1181 W REES AVE	11/14/2019 18:29:33	2019-00027242	Threats
1181 W REES AVE	11/15/2019 18:30:59	2019-00027314	Assist
1181 W REES AVE	11/15/2019 20:00:36	2019-00027321	Traffic Call
1137 N 13TH AVE	11/16/2019 16:48:59	2019-00027388	Premises Check
1181 W REES AVE	11/16/2019 23:18:11	2019-00027405	Trespass
1181 W REES AVE	11/17/2019 09:12:06	2019-00027429	Found Property
1181 W REES AVE	11/19/2019 15:53:56	2019-00027603	Code Enforcement
1181 W REES AVE	11/19/2019 21:15:54	2019-00027611	Unwanted Person
1181 W REES AVE	11/20/2019 17:31:37	2019-00027672	Unwanted Person
1181 W REES AVE	11/20/2019 18:15:34	2019-00027675	Trespass
1181 W REES AVE	11/20/2019 19:22:06	2019-00027678	Fight
1181 W REES AVE	11/22/2019 17:27:41	2019-00027815	Follow Up
1137 N 13TH AVE	11/25/2019 15:01:57	2019-00028038	Unwanted Person
1181 W REES AVE	11/26/2019 12:49:11	2019-00028121	Shots Fired
1181 W REES AVE	11/26/2019 13:36:30	2019-00028129	Trespass
1181 W REES AVE	11/27/2019 01:51:39	2019-00028163	Assault
1181 W REES AVE	12/02/2019 16:34:52	2019-00028461	Unwanted Person
1181 W REES AVE	12/03/2019 13:39:42	2019-00028510	Trespass
1181 W REES AVE	12/18/2019 18:07:53	2019-00029464	Found Property
1181 W REES AVE	12/18/2019 19:23:11	2019-00029467	Domestic Problem

Incident Address	Incident Date And Time	Incident Number	Incident Type
1181 W REES AVE	12/21/2019 02:46:25	2019-00029691	Man w/Weapon
1181 W REES AVE	12/22/2019 09:01:04	2019-00029761	Assault
1181 W REES AVE	12/23/2019 16:29:49	2019-00029857	Unwanted Person
1181 W REES AVE	12/25/2019 16:53:38	2019-00029970	Unwanted Person
1181 W REES AVE	12/28/2019 18:16:08	2019-00030165	Follow Up
1181 W REES AVE	12/28/2019 18:42:25	2019-00030167	Unwanted Person
1181 W REES AVE	12/30/2019 08:41:24	2019-00030243	Disturbance
1181 W REES AVE	12/31/2019 08:27:42	2019-00030317	Unwanted Person
1181 W REES AVE	01/01/2020 16:30:51	2020-00000035	Unwanted Person
1181 W REES AVE	01/02/2020 09:03:07	2020-00000059	Trespass
1181 W REES AVE	01/03/2020 21:46:26	2020-00000172	Trespass
1181 W REES AVE	01/04/2020 00:27:58	2020-00000178	Unwanted Person
1181 W REES AVE	01/04/2020 07:29:54	2020-00000188	Trespass
1181 W REES AVE	01/04/2020 18:50:54	2020-00000274	Trespass
1181 W REES AVE	01/06/2020 09:37:16	2020-00000379	Trespass
1181 W REES AVE	01/09/2020 08:38:53	2020-00000566	Theft
1137 N 13TH AVE	01/09/2020 10:40:17	2020-00000576	Alarm
1181 W REES AVE	01/09/2020 17:27:02	2020-00000614	Follow Up
1181 W REES AVE	01/09/2020 20:10:42	2020-00000625	Suspicious Activity
1181 W REES AVE	01/12/2020 17:11:37	2020-00000776	Threats
1181 W REES AVE	01/13/2020 16:54:29	2020-00000838	Trespass
1181 W REES AVE	01/15/2020 16:21:54	2020-00000950	Trespass
1181 W REES AVE	01/16/2020 15:30:56	2020-00001009	Attempt to Locate
1137 N 13TH AVE	01/19/2020 09:29:33	2020-00001193	Unwanted Person
1012 W REES AVE	01/22/2020 19:43:49	2020-00001395	Alarm
1181 W REES AVE	01/28/2020 16:47:52	2020-00001834	Trespass
1181 W REES AVE	01/28/2020 17:48:25	2020-00001838	Welfare Check
1181 W REES AVE	01/28/2020 23:28:30	2020-00001862	Unwanted Person
1137 N 13TH AVE	02/18/2020 13:42:09	2020-00003165	Alarm
1181 W REES AVE	02/21/2020 18:45:45	2020-00003387	Trespass
1181 W REES AVE	02/23/2020 17:22:14	2020-00003484	Trespass
1181 W REES AVE	02/24/2020 09:34:00	2020-00003514	Trespass
1181 W REES AVE	02/27/2020 18:08:05	2020-00003745	Unwanted Person
1137 N 13TH AVE	03/03/2020 08:28:06	2020-00004021	Unwanted Person
1181 W REES AVE	03/03/2020 10:12:08	2020-00004034	Trespass
1181 W REES AVE	03/08/2020 10:57:07	2020-00004392	Theft
1181 W REES AVE	03/14/2020 18:24:47	2020-00004832	Disturbance
1181 W REES AVE	03/15/2020 01:01:25	2020-00004845	Suspicious Activity
1137 N 13TH AVE	03/15/2020 11:22:47	2020-00004858	Unwanted Person
1181 W REES AVE	03/16/2020 09:45:06	2020-00004905	Found Property

Incident Address	Incident Date And Time	Incident Number	Incident Type
1181 W REES AVE	03/16/2020 19:30:43	2020-00004946	Violation of Court Order
1181 W REES AVE	03/16/2020 22:06:47	2020-00004952	Narcotics Call
1137 N 13TH AVE	03/21/2020 08:56:02	2020-00005183	911 Call
1181 W REES AVE	03/27/2020 18:09:47	2020-00005555	Follow Up
N 13TH AVE / W REES AVE	03/28/2020 03:46:32	2020-00005573	Disturbance
1181 W REES AVE	03/30/2020 21:53:44	2020-00005714	Civil Problem
1181 W REES AVE	04/01/2020 19:36:57	2020-00005792	Trespass
1181 W REES AVE	04/04/2020 11:08:59	2020-00005913	911 Call
1181 W REES AVE	04/05/2020 15:24:17	2020-00005974	Disturbance
1181 W REES AVE	04/05/2020 17:11:59	2020-00005984	Traffic Call
1181 W REES AVE	04/12/2020 20:02:11	2020-00006384	Phone Message
1181 W REES AVE	04/14/2020 19:30:43	2020-00006494	Disturbance
1181 W REES AVE	04/14/2020 22:52:12	2020-00006502	Trespass
1181 W REES AVE	04/20/2020 18:14:49	2020-00006808	Suicide Threats
1181 W REES AVE	04/26/2020 23:02:12	2020-00007152	Disturbance
1181 W REES AVE	04/29/2020 09:22:48	2020-00007287	Unwanted Person
1181 W REES AVE	04/30/2020 21:44:26	2020-00007386	Suspicious Activity
W REES AVE / N 15TH AVE	05/01/2020 09:43:15	2020-00007418	Code Enforcement
1181 W REES AVE	05/02/2020 15:31:51	2020-00007482	Unwanted Person
1181 W REES AVE	05/05/2020 21:28:10	2020-00007662	Suspicious Activity
1137 N 13TH AVE	05/07/2020 11:33:42	2020-00007758	Alarm
1181 W REES AVE	05/10/2020 03:43:09	2020-00007964	Unwanted Person
1181 W REES AVE	05/16/2020 08:00:15	2020-00008334	Citizen Contact
1012 W REES AVE	05/17/2020 22:18:00	2020-00008407	Assist
1181 W REES AVE	05/21/2020 00:23:09	2020-00008623	911 Call
W REES AVE / N 13TH AVE	05/21/2020 15:15:07	2020-00008681	Suspicious Activity
1181 W REES AVE	05/22/2020 09:30:29	2020-00008739	Harassment
1181 W REES AVE	05/31/2020 15:08:33	2020-00009375	Unwanted Person
1181 W REES AVE	05/31/2020 21:08:16	2020-00009394	Unwanted Person
1181 W REES AVE	06/01/2020 04:23:11	2020-00009411	Unwanted Person
1181 W REES AVE	06/01/2020 11:22:06	2020-00009433	Trespass
1181 W REES AVE	06/01/2020 11:41:01	2020-00009434	Citizen Contact
1181 W REES AVE	06/02/2020 18:32:01	2020-00009575	Harassment
1181 W REES AVE	06/03/2020 13:23:39	2020-00009627	Trespass
1181 W REES AVE	06/04/2020 08:36:26	2020-00009693	Fight
1181 W REES AVE	06/10/2020 08:57:04	2020-00010135	Harassment
1181 W REES AVE	06/12/2020 17:08:50	2020-00010351	Trespass
1181 W REES AVE	06/15/2020 15:49:06	2020-00010545	Trespass
1181 W REES AVE	06/16/2020 14:46:30	2020-00010620	Unwanted Person
1137 N 13TH AVE	06/18/2020 13:28:28	2020-00010769	Alarm



Incident Address	Incident Date And Time	Incident Number	Incident Type
1181 W REES AVE	06/19/2020 17:02:50	2020-00010865	Unwanted Person
1181 W REES AVE	06/20/2020 12:32:24	2020-00010909	Trespass
W REES AVE / N 13TH AVE	06/20/2020 20:24:02	2020-00010942	Suicide Threats
1181 W REES AVE	06/22/2020 19:16:13	2020-00011062	Theft
1181 W REES AVE	06/24/2020 10:31:00	2020-00011182	Information Report
1181 W REES AVE	06/26/2020 08:48:41	2020-00011337	Violation of Court Order
1181 W REES AVE	06/26/2020 08:48:41	2020-00011337	Violation of Court Order
1181 W REES AVE	06/27/2020 13:52:39	2020-00011419	Information Report
1181 W REES AVE	07/06/2020 17:32:22	2020-00012166	Suicide Attempt
1181 W REES AVE	07/07/2020 04:26:21	2020-00012194	Welfare Check
1181 W REES AVE	07/08/2020 10:16:42	2020-00012295	Trespass
1181 W REES AVE	07/08/2020 12:51:41	2020-00012308	Assault
1181 W REES AVE	07/10/2020 22:15:51	2020-00012519	Paper Service
W REES AVE / N 13TH AVE	07/11/2020 00:06:00	2020-00012527	Disturbance
N 13TH AVE / W REES AVE	07/11/2020 00:32:16	2020-00012530	Domestic Physical
1181 W REES AVE	07/11/2020 10:10:45	2020-00012559	Paper Service
1181 W REES AVE	07/12/2020 11:34:52	2020-00012631	Disturbance
1181 W REES AVE	07/12/2020 13:58:37	2020-00012636	Citizen Contact
1181 W REES AVE	07/12/2020 22:04:49	2020-00012658	Sex Offense
W REES AVE / N 13TH AVE	07/13/2020 08:16:49	2020-00012670	Malicious Mischief
1181 W REES AVE	07/13/2020 09:35:20	2020-00012677	Suspicious Activity
1181 W REES AVE	07/14/2020 12:57:30	2020-00012777	911 Call
W REES AVE / N 13TH AVE	07/15/2020 16:13:54	2020-00012879	Code Enforcement
1181 W REES AVE	07/16/2020 14:16:24	2020-00012952	Trespass
1181 W REES AVE	07/16/2020 21:02:43	2020-00012975	Unwanted Person
1181 W REES AVE	07/17/2020 00:53:47	2020-00012985	Trespass
1181 W REES AVE	07/17/2020 05:59:40	2020-00012988	Assault
1181 W REES AVE	07/17/2020 07:04:53	2020-00012991	Citizen Contact
1181 W REES AVE	07/17/2020 21:03:10	2020-00013049	Unwanted Person
1181 W REES AVE	07/18/2020 21:36:25	2020-00013127	Assault
1181 W REES AVE	07/19/2020 17:02:56	2020-00013179	Fight
W REES AVE / N 13TH AVE	07/20/2020 13:18:15	2020-00013248	Lewd Conduct
W REES AVE / N 13TH AVE	07/20/2020 13:40:58	2020-00013249	Citizen Contact
1181 W REES AVE	07/24/2020 12:55:38	2020-00013539	Assault
1181 W REES AVE	07/28/2020 01:33:08	2020-00013766	Unknown Problem
1137 N 13TH AVE	07/28/2020 14:57:00	2020-00013802	Unknown Problem
1181 W REES AVE	07/29/2020 16:18:28	2020-00013897	Assault
1181 W REES AVE	08/02/2020 23:20:02	2020-00014211	Disturbance
1181 W REES AVE	08/03/2020 11:20:57	2020-00014233	Unwanted Person
1181 W REES AVE	08/04/2020 17:16:57	2020-00014335	Unwanted Person

Incident Address	Incident Date And Time	Incident Number	Incident Type
1181 W REES AVE	08/10/2020 08:21:59	2020-00014709	Disturbance
W REES AVE / N 13TH AVE	08/11/2020 11:55:51	2020-00014816	Parking Complaint
1181 W REES AVE	08/14/2020 08:42:56	2020-00015035	Unwanted Person
1215 W REES AVE	08/14/2020 10:25:58	2020-00015040	Code Enforcement
1181 W REES AVE	08/15/2020 17:32:47	2020-00015127	Civil Problem
1181 W REES AVE	08/19/2020 13:41:22	2020-00015358	Harassment
1137 N 13TH AVE	08/19/2020 13:44:08	2020-00015357	Unwanted Person
1181 W REES AVE	08/19/2020 13:49:39	2020-00015359	Assist
1181 W REES AVE	08/19/2020 21:18:05	2020-00015387	Fight
W REES AVE / N 15TH AVE	08/20/2020 10:21:15	2020-00015425	Follow Up
1181 W REES AVE	08/20/2020 19:59:49	2020-00015460	Assault
1181 W REES AVE	08/20/2020 22:32:53	2020-00015476	Disturbance
N 15TH AVE / W REES AVE	08/21/2020 10:31:05	2020-00015510	Follow Up
1137 N 13TH AVE	08/21/2020 15:05:04	2020-00015536	Unwanted Person
1181 W REES AVE	08/26/2020 10:39:52	2020-00015879	Assault
1181 W REES AVE	08/27/2020 23:39:36	2020-00015997	Citizen Contact
1181 W REES AVE	08/31/2020 07:42:22	2020-00016213	Intoxicated Person
1181 W REES AVE	08/31/2020 10:24:00	2020-00016223	Sex Offense
1181 W REES AVE	08/31/2020 14:27:17	2020-00016244	Suspicious Activity
1014 N 15TH AVE	08/31/2020 14:33:50	2020-00016245	Code Enforcement
1181 W REES AVE	09/01/2020 20:12:29	2020-00016339	Paper Service
1181 W REES AVE	09/02/2020 00:21:42	2020-00016347	Citizen Contact
1181 W REES AVE	09/02/2020 09:43:54	2020-00016370	Violation of Court Order
1181 W REES AVE	09/02/2020 09:52:45	2020-00016371	Assist
1181 W REES AVE	09/02/2020 23:53:35	2020-00016428	Assist
1181 W REES AVE	09/04/2020 00:06:29	2020-00016515	Civil Problem
1137 N 13TH AVE	09/04/2020 08:06:34	2020-00016530	Unwanted Person
N 13TH AVE / W REES AVE	09/07/2020 11:22:16	2020-00016727	Traffic Call
N 15TH AVE / W REES AVE	09/08/2020 13:38:58	2020-00016845	Unwanted Person
1181 W REES AVE	09/09/2020 09:38:39	2020-00016895	Domestic Problem
1120 W MOORE ST	09/11/2020 05:26:53	2020-00017032	Unwanted Person
1137 N 13TH AVE	09/12/2020 08:04:29	2020-00017115	Unwanted Person
1137 N 13TH AVE	09/12/2020 11:02:01	2020-00017125	Unwanted Person
1137 N 13TH AVE	09/16/2020 10:54:47	2020-00017410	Trespass
1181 W REES AVE	09/17/2020 10:02:23	2020-00017488	Disturbance
1181 W REES AVE	09/22/2020 10:25:33	2020-00017857	Disturbance
1181 W REES AVE	09/23/2020 23:10:16	2020-00018046	Assist
W REES AVE / N 15TH AVE	09/24/2020 11:01:00	2020-00018076	Parking Complaint
1181 W REES AVE	09/24/2020 23:12:05	2020-00018128	Unwanted Person
1181 W REES AVE	09/26/2020 07:36:13	2020-00018218	Harassment

Incident Address	Incident Date And Time	Incident Number	Incident Type
1181 W REES AVE	09/28/2020 09:39:24	2020-00018378	Disturbance
1181 W REES AVE	09/29/2020 03:00:32	2020-00018458	Unwanted Person
1181 W REES AVE	10/04/2020 07:48:40	2020-00018943	Paper Service
1181 W REES AVE	10/04/2020 17:52:01	2020-00018993	Premises Check
1181 W REES AVE	10/06/2020 04:49:19	2020-00019121	Disturbance
1137 N 13TH AVE	10/09/2020 07:58:20	2020-00019387	Unwanted Person
1181 W REES AVE	10/11/2020 19:02:39	2020-00019563	Assist
1181 W REES AVE	10/13/2020 22:48:43	2020-00019721	Unwanted Person
N 13TH AVE / W REES AVE	10/15/2020 05:39:11	2020-00019793	Traffic Stop
1181 W REES AVE	10/20/2020 08:44:44	2020-00020147	Disturbance
1181 W REES AVE	10/26/2020 08:15:44	2020-00020552	Suspicious Activity
1181 W REES AVE	10/26/2020 16:00:56	2020-00020591	Assault
1250 W MOORE ST	10/27/2020 13:51:55	2020-00020645	Abandoned Vehicle
1181 W REES AVE	10/28/2020 03:51:18	2020-00020681	Disturbance
1181 W REES AVE	10/28/2020 13:21:00	2020-00020748	Assault
1181 W REES AVE	10/28/2020 13:48:43	2020-00020753	Citizen Contact
1181 W REES AVE	10/29/2020 08:31:45	2020-00020830	Follow Up
1181 W REES AVE	10/29/2020 15:09:26	2020-00020879	Disturbance
1181 W REES AVE	10/30/2020 17:55:28	2020-00020976	Theft
1181 W REES AVE	11/01/2020 23:10:43	2020-00021130	Theft
1181 W REES AVE	11/04/2020 14:13:12	2020-00021362	Civil Problem
1181 W REES AVE	11/06/2020 17:57:27	2020-00021484	Unwanted Person
1181 W REES AVE	11/07/2020 21:27:49	2020-00021585	Unwanted Person
1181 W REES AVE	11/07/2020 22:34:52	2020-00021591	Unwanted Person
1181 W REES AVE	11/08/2020 13:34:11	2020-00021619	Narcotics Call
1100 W MOORE ST	11/09/2020 11:52:05	2020-00021678	Code Enforcement
1181 W REES AVE	11/10/2020 20:58:01	2020-00021796	Sex Offense
1181 W REES AVE	11/13/2020 21:20:27	2020-00022021	Citizen Contact
1181 W REES AVE	11/14/2020 13:59:47	2020-00022054	Unwanted Person
1181 W REES AVE	11/16/2020 10:07:32	2020-00024686	Paper Service
1181 W REES AVE	11/17/2020 12:26:13	2020-00022209	Unwanted Person
1181 W REES AVE	11/17/2020 17:50:05	2020-00022244	Wanted Person
1181 W REES AVE	11/18/2020 11:00:46	2020-00022292	Assist
1181 W REES AVE	11/19/2020 11:34:04	2020-00022373	Paper Service
1181 W REES AVE	11/19/2020 12:23:34	2020-00022378	Citizen Contact
1137 N 13TH AVE	11/20/2020 15:42:15	2020-00022464	Extra Patrol
1181 W REES AVE	11/20/2020 17:21:45	2020-00022471	Abandoned Vehicle
1181 W REES AVE	11/24/2020 14:20:28	2020-00022701	Welfare Check
1181 W REES AVE	11/24/2020 14:48:45	2020-00022709	Parking Complaint
1137 N 13TH AVE	11/26/2020 10:18:53	2020-00022807	Alarm

Incident Address	Incident Date And Time	Incident Number	Incident Type
1181 W REES AVE	11/27/2020 13:59:30	2020-00022880	Unwanted Person
1181 W REES AVE	11/27/2020 17:34:01	2020-00022894	Unwanted Person
1181 W REES AVE	11/28/2020 01:57:47	2020-00022909	Trespass
1100 W REES AVE	11/30/2020 12:31:52	2020-00023010	Suspicious Activity
1181 W REES AVE	12/02/2020 02:15:08	2020-00023159	Disturbance
1181 W REES AVE	12/02/2020 08:26:01	2020-00023167	Assault
N 13TH AVE / W REES AVE	12/02/2020 09:14:47	2020-00023170	Suspicious Activity
1181 W REES AVE	12/02/2020 16:32:31	2020-00023207	Threats
N 13TH AVE / W REES AVE	12/02/2020 18:44:40	2020-00023213	Suspicious Activity
N 13TH AVE / W REES AVE	12/03/2020 13:39:00	2020-00023255	Animal Call
W REES AVE / N 13TH AVE	12/04/2020 17:26:53	2020-00023325	Accident Non Injury
1181 W REES AVE	12/08/2020 16:36:20	2020-00023537	Welfare Check
1181 W REES AVE	12/14/2020 10:37:00	2020-00023882	Suicide Attempt
1181 W REES AVE	12/14/2020 11:05:21	2020-00023886	Parking Complaint
1181 W REES AVE	12/14/2020 23:44:13	2020-00023936	Assault Weapon
1181 W REES AVE	12/15/2020 13:22:00	2020-00023971	Assist
1181 W REES AVE	12/17/2020 00:08:55	2020-00024064	Unwanted Person
1181 W REES AVE	12/17/2020 16:55:58	2020-00024104	Follow Up
1181 W REES AVE	12/19/2020 15:01:35	2020-00024221	Unwanted Person
1181 W REES AVE	12/22/2020 22:54:29	2020-00024441	Trespass
1181 W REES AVE	12/24/2020 08:34:19	2020-00024506	Warrant Service
N 13TH AVE / W REES AVE	12/27/2020 08:27:05	2020-00024634	Traffic Stop
1181 W REES AVE	01/04/2021 01:33:15	2021-00000178	Trespass
N 13TH AVE / W REES AVE	01/05/2021 15:43:29	2021-00000338	Domestic Problem
N 13TH AVE / W REES AVE	01/07/2021 15:45:24	2021-00000466	Welfare Check
1181 W REES AVE	01/07/2021 23:26:04	2021-00000489	Information Report
1181 W REES AVE	01/08/2021 22:57:48	2021-00000560	Information Report
1181 W REES AVE	01/09/2021 15:11:00	2021-00000605	Theft
1181 W REES AVE	01/11/2021 11:41:53	2021-00000716	Domestic Problem
N 13TH AVE / W REES AVE	01/12/2021 14:13:15	2021-00000793	Traffic Stop
1181 W REES AVE	01/12/2021 17:19:04	2021-00000818	Follow Up
1181 W REES AVE	01/14/2021 23:18:48	2021-00000961	Information Report
1181 W REES AVE	01/19/2021 23:10:58	2021-00001235	Information Report
1181 W REES AVE	01/27/2021 16:35:03	2021-00001731	Suicide Threats
1181 W REES AVE	01/28/2021 23:29:49	2021-00001842	Information Report
1181 W REES AVE	01/29/2021 17:31:01	2021-00001958	Suicide Threats
1181 W REES AVE	01/30/2021 03:04:27	2021-00001975	Disturbance
1181 W REES AVE	02/01/2021 05:47:26	2021-00002075	Domestic Physical
1181 W REES AVE	02/01/2021 12:37:38	2021-00002111	Assault
1181 W REES AVE	02/01/2021 13:11:53	2021-00002112	Follow Up

Incident Address	Incident Date And Time	Incident Number	Incident Type
1181 W REES AVE	02/02/2021 17:35:08	2021-00002254	Trespass
1181 W REES AVE	02/04/2021 18:30:25	2021-00002407	Suspicious Activity
1137 N 13TH AVE	02/05/2021 11:13:11	2021-00002436	Alarm
1181 W REES AVE	02/05/2021 15:10:59	2021-00002458	Man w/Gun
1181 W REES AVE	02/06/2021 03:03:57	2021-00002501	Unwanted Person
1181 W REES AVE	02/07/2021 13:55:00	2021-00002593	Assist
N 15TH AVE / W REES AVE	02/07/2021 14:00:11	2021-00002594	Parking Complaint
1181 W REES AVE	02/07/2021 20:14:00	2021-00002611	Unwanted Person
1181 W REES AVE	02/08/2021 05:54:28	2021-00002642	Unwanted Person
1137 N 13TH AVE	02/08/2021 07:29:22	2021-00002643	Unwanted Person
1181 W REES AVE	02/09/2021 17:02:09	2021-00002738	Unwanted Person
N 13TH AVE / W REES AVE	02/11/2021 04:07:54	2021-00002827	Traffic Stop
1181 W REES AVE	02/11/2021 23:05:57	2021-00002886	Information Report
1181 W REES AVE	02/12/2021 23:08:41	2021-00002935	Information Report
1181 W REES AVE	02/17/2021 04:21:01	2021-00003192	Unwanted Person
1181 W REES AVE	02/17/2021 23:16:52	2021-00003267	Information Report
1181 W REES AVE	02/17/2021 23:22:15	2021-00003268	Disturbance
1181 W REES AVE	02/22/2021 11:51:43	2021-00003548	Unwanted Person
W REES AVE / N 15TH AVE	02/24/2021 16:40:08	2021-00003733	Traffic Call
1181 W REES AVE	02/24/2021 18:30:56	2021-00003742	Suicide Threats
1181 W REES AVE	02/26/2021 22:41:15	2021-00003953	Information Report
1181 W REES AVE	03/03/2021 23:31:29	2021-00004343	Information Report
1181 W REES AVE	03/05/2021 17:00:14	2021-00004505	Follow Up
1181 W REES AVE	03/09/2021 23:06:29	2021-00004824	Information Report
1181 W REES AVE	03/16/2021 23:05:47	2021-00005317	Information Report
1181 W REES AVE	03/22/2021 10:47:05	2021-00005718	Follow Up
1181 W REES AVE	04/01/2021 22:48:23	2021-00006486	Information Report
1181 W REES AVE	04/07/2021 20:36:21	2021-00006939	Trespass
1181 W REES AVE	04/07/2021 22:46:09	2021-00006946	Information Report
1181 W REES AVE	04/10/2021 08:13:04	2021-00007122	Death Investigation
1181 W REES AVE	04/14/2021 15:19:41	2021-00007438	Assist
1181 W REES AVE	04/14/2021 23:23:56	2021-00007465	Information Report
1120 W MOORE ST	04/15/2021 10:23:39	2021-00007485	Abandoned Vehicle
1120 W MOORE ST	04/15/2021 10:23:39	2021-00007483	Code Enforcement
1120 W MOORE ST	04/15/2021 11:05:35	2021-00007486	Abandoned Vehicle
1120 W MOORE ST	04/15/2021 14:03:19	2021-00007498	Follow Up
1181 W REES AVE	04/20/2021 22:44:20	2021-00007881	Information Report
1181 W REES AVE	04/23/2021 22:56:52	2021-00008102	Information Report
1181 W REES AVE	04/28/2021 23:04:39	2021-00008435	Information Report
1181 W REES AVE	04/29/2021 08:19:36	2021-00008445	Welfare Check

Incident Address	Incident Date And Time	Incident Number	Incident Type
1181 W REES AVE	04/29/2021 22:48:45	2021-00008507	Information Report
1181 W REES AVE	04/30/2021 16:49:58	2021-00008564	Disturbance
1181 W REES AVE	05/01/2021 03:54:00	2021-00008601	Domestic Physical
1181 W REES AVE	05/04/2021 14:38:00	2021-00008815	< New Call >
1181 W REES AVE	05/05/2021 10:40:57	2021-00008890	Bike Theft
1181 W REES AVE	05/05/2021 14:15:28	2021-00008895	Threats
1181 W REES AVE	05/08/2021 01:45:58	2021-00009101	Suicide Threats
W REES AVE / N 13TH AVE	05/11/2021 10:05:22	2021-00009333	Traffic Stop
1181 W REES AVE	05/11/2021 22:09:59	2021-00009384	Disturbance
N 15TH AVE / W REES AVE	05/13/2021 01:26:00	2021-00009458	Traffic Stop
1181 W REES AVE	05/24/2021 19:13:11	2021-00010293	Unwanted Person





















January 27, 2022

**CITY OF SWEET HOME**  
3225 Main Street  
Sweet Home, Oregon 97386

Members of the Sweet Home City Council and City Manager,

On behalf of the Duck Hollow HOA, I want to thank the mayor, council members, and city manager for volunteering the time to host the community meeting on 1/26/2022. We appreciated your efforts to fully explain the city's position concerning the homeless facility and the very real issues you are facing in relation to addressing homelessness in our community. We formally want to commend the efforts of the Community Health Committee, the City Council, and the Subcommittee for the Homeless. The hours, level of compassion, and personal time investment that each member contributed has produced a realistic plan of action for a well-managed facility that supports the dignity and personal value of the members of our homeless community. The facility itself is well thought and carries the potential to make a meaningful impact on the lives represented by our homeless population. Every person in our community has immeasurable value and deserves the opportunity to be treated with dignity, respect, and the same level of care we would want for ourselves.

The leadership of the HOA left the meeting you provided with confidence that the information presented confirmed that the facility itself is a worthy experiment, as you attempt to provide a meaningful solution to an ongoing problem. To reiterate, we are not concerned with the facility. However, we remain deeply concerned about how placing this facility at the new City Hall location will affect our neighborhood, the immediate surrounding area, and ultimately the lives and personal investments of our members. As president of the Duck Hollow HOA, I have a mandate to address and protect the interests and concerns presented by the members of our association. We remain concerned that the introduction of this facility will:

1. Allow a hub for illegal activity not within the facility, but in the areas surrounding the facility
  - a. There is no way to control what clients will do when they are not in the facility
  - b. Clients cannot be required to stay in the facility
2. Provide opportunities for sexual predators
  - a. It presents real concerns for the safety of our children due to the close proximity of Hawthorne Elementary School
  - b. Our children walk from multiple housing areas and are particularly vulnerable to predators who potentially become centralized between their homes and the school
3. Create an adverse financial impact
  - a. Due to the loss of an apartment complex and other potential housing developments that bring revenue to the city
  - b. Due to a loss of value to our homes
    - i. Families could potentially not want to rent or buy property due to the proximity of the facility

- ii. Families within our community will leave
- 4. Not be temporary
  - a. The facility won't be moved once established
- 5. Will draw more people than anticipated and will overflow, with no way to control that overflow outside the facility

As president of the Duck Hollow HOA, I am formally informing the City Council that our association remains opposed to the placement of the homeless facility at the new City Hall location. This is a heavy burden to place on the families and homeowners represented by this association and we are very concerned that our association members and their investments could become collateral damage as the result of unintended consequences concerning the placement of the facility. The proximity of this experiment to our neighborhood has the potential to cause unintended consequences to our wetlands, properties, and personal safety; ultimately our members who pay association dues to protect their property and the decisions that affect our neighborhood.

We petition the council to reconsider the placement of this facility. The facility itself is much needed and carries the potential for positive change in relation to our homeless community. However, the facility's proposed location could potentially have detrimental effects on the surrounding area, similar to what is currently happening as a result of good intentioned efforts around our state. The members of our association should not have to pay the price if this experiment fails or unintended consequences spill over to our neighborhood. If the council chooses to proceed with the placement of this facility, our association will do everything in its power to hold the City of Sweet Home responsible for losses to property or person as the result of any issues that arise in Duck Hollow related to the placement of this facility, despite our objections.

In the event the council proceeds, our association has an expectation that the council will work with our leadership as promised, in a joint effort to protect the interests of the members of the Duck Hollow HOA. This includes moving forward with efforts to secure an alternate property, or quickly working to resolve the issues hindering the permanent placement of the facility on the mill property as originally intended. This would also include providing resources to limit ease of access to our neighborhood, setting up security cameras in problem locations, quickly working with association leadership and their representee to address issues, and increasing the police presence in our neighborhood. We hold the council to the promise they will quickly move to relocate the facility in the event this facility adversely effects our association members. We would respectfully ask that the council remember that these are our homes, our children, our investments, and our personal safety. We have the right to be fairly represented and not have the things we hold dear simply placed on a sacrificial altar and defined as necessary for the greater good.

Respectfully,



Eric Stutzer - Homeowner  
Duck Hollow HOA President





# REQUEST FOR COUNCIL ACTION

**Title:** ODOT US 20/OR 228 ADA Ramp Project Water Line Relocations

**Preferred Agenda:** February 1, 2022

**Submitted By:** Blair Larsen, Community & Economic Development Director

**Reviewed By:** Ray Towry, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion \_\_\_\_ Roll Call \_\_\_\_ Other X

**Relevant Code/Policy:** N/A

**Towards Council Goal:** Goal 3.2: Community Safety

**Attachments:** Proposed Intergovernmental Agreement US 20/Oregon Route 228 Region2 ADA Curb Ramps  
Plans for Proposed Main Street/22<sup>nd</sup> Avenue Pedestrian Crossing Improvements

**Purpose of this RCA:**

The purpose of this RCA is to inform the Council about recent developments with the ODOT US 20 / OR 228 ADA Curb Ramps project, which will incorporate pedestrian crossing improvements at the intersection of Main Street (US 20) and 22<sup>nd</sup> Avenue.

**Background/Context:**

ODOT is methodically working to update ADA ramps to meet current guidelines throughout the state. Sweet home is next on the list, so to speak. Additionally, over the past several years, the City has dealt with several complaints and requests to make the intersection of Main Street and 22<sup>nd</sup> Avenue safer for pedestrians. Because this crossing is within the Main Street right-of-way, it is within ODOT’s jurisdiction, and must comply with ODOT requirements. Staff has been working with ODOT to solidify designs. The pedestrian crossing will include an island (“pedestrian refuge”) in the middle of Main Street, and a user-activated flashing beacon.

Recently, Councilor Sanchez worked with our state representatives, Representative Cate and Senator Girod, to obtained ARPA funding for this project. Because ODOT is already in the midst of a project in this area, to replace ADA ramps on Main Street, the desired pedestrian improvements have been added to that project. The ARPA funding for the 22<sup>nd</sup> Avenue pedestrian safety project from the state will pass through the City to ODOT to design and construct the improvements.

Recently, ODOT contacted the City and notified Staff that some water infrastructure within their US 20 and OR 228 rights-of-way would need to be moved in order to make way for the improved ADA ramps. Because we are the utility operating in another jurisdiction’s right-of-way, we are required to move our infrastructure. This includes 7 or 8 hydrants, 2 mainline valves, 8

water meters, moving lines in some areas where they may conflict with storm drain infrastructure.

The timeline on this project puts this work within the next Fiscal Year.

**The Challenge/Problem:**

How does the City, as Water Utility, comply with the requirements of ODOT, the entity that has control over the US 20 and OR 228 rights-of-way?

**Stakeholders:**

- Sweet Home City Council – The City Council is responsible for approving agreements with other governmental agencies, and for authorizing the work that will accomplish its goals.
- Sweet Home Residents – Residents deserve pedestrian crossings that are safe for both pedestrians and motorists.
- Sweet Home Staff – Staff work to address residents’ concerns and accomplish the Council’s goals.
- ODOT– ODOT has jurisdiction over any improvements made within the US 20 and OR 228 rights-of-way.

**Issues and Financial Impacts:**

It is still a bit early to know exactly how much the required improvements will cost, but Staff estimates it will be around \$150,000-\$200,000. There are multiple funding options for this work, which will need to be determined through the budget process.

**Elements of a Stable Solution:**

A stable solution includes complying with the requirements of the roadway authority (ODOT) at a reasonable cost.

**Options and Recommendation:**

No action by the Council is needed at this time. Staff will continue to work with ODOT to ensure that the needed work is as cost-effective as possible. The costs of this project will need to be included in the next fiscal year budget.

**INTERGOVERNMENTAL AGREEMENT**  
**US 20/Oregon Route 228 Region 2 ADA Curb Ramps (Sweet Home)**  
City of Sweet Home

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF SWEET HOME, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. US 20 and Oregon Route 228 (OR 228) are part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. State, by ORS [366.220](#), is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the Agency.
4. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval.
5. Traffic control devices that are a part of the Project will conform to current State standards and specifications, including but not limited to the Manual on Uniform Traffic Control Devices (MUTCD).

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree to State shall design and construct Americans with Disabilities Act (ADA) compliant ramp improvements at various locations along US 20 and OR 228, hereinafter referred to as "Project." The Project

includes improvement and replacement of existing ADA ramps to meet current guidelines at locations within the limits on the map marked Exhibit A, and specifically at the locations listed on the table marked Exhibit A, Pages 2 and 3, all by this reference made a part hereof.

2. The Project will be financed at an estimated cost of \$7,393,000.00 in state and federal funds. The estimate for the total Project cost is subject to change. State shall be responsible for any nonparticipating costs, and Project costs beyond the estimate. State and Agency understand any additional funding identified for the Project will require an amendment to this Agreement.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance (and power if applicable) responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within two (2) calendar years following the date of final execution of this Agreement by both Parties.

#### **AGENCY OBLIGATIONS**

1. Agency grants State the right to enter onto Agency's right of way for the performance of duties as set forth in this Agreement.
2. Agency shall contact State's District 4 Permits Office seven (7) working days prior to the commencement of construction or maintenance activities that impact travel lanes of US 20 and OR 228. No lane restrictions, including the bicycle lane, are permitted unless prior approval from State's District 4 Manager, or designee, is provided and as follows:
  - a. No lane restrictions including reduction of travel or bicycle lanes between the hours of 6:00 AM to 9:00 AM and 4:00 PM to 7:00 PM Monday through Friday. No closures on state recognized holidays.

Any deviations from lane restrictions must be requested and approved by State's District 4 Manager. More restrictions to work times may be added if State observes traffic congestion or conditions warrant a change.

3. Agency shall be responsible for and agrees to maintain the Rectangular Rapid Flashing Beacons (RRFBs), median island, signs, pavement markings, and push buttons with its own forces and at its own expense.
4. Agency shall be responsible for 100 percent of power costs associated with the RRFBs installed as a part of this Project. Agency shall require the power company to send invoices directly to Agency.
5. Agency agrees to State acquiring all right of way needed for construction of the Project. Agency shall, upon Project completion, accept jurisdiction and control over Project elements constructed within Agency right of way.

6. Agency, by execution of this Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within Agency limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any, arising out of the Project covered by the Agreement.
7. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
8. Agency's Project Manager for this Project is Ray Towry, City Manager, City of Sweet Home, 3225 Main Street, Sweet Home, Oregon, 97386; telephone: (541) 367-8969; email: [rtowry@sweethome-or.gov](mailto:rtowry@sweethome-or.gov), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. State shall construct ADA compliant ramp improvements at various locations along US 20 and OR 228 as shown in Exhibit A, and listed in Exhibit A, Pages 2 and 3.
2. State shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
3. State shall be responsible for the costs associated with construction and installation of the Project identified in the Statewide Transportation Improvement Program, as shown in Terms of Agreement, Paragraph 2. Should additional funds become available, State and Agency understand an amendment to this Agreement will be necessary.
4. State shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, Federal-Aid Policy Guide, Code of Federal Regulations (CFR) and the ODOT Right of Way Manual, and Title 23 CFR Part 710 and Title 49 CFR Part 24.
5. Upon Project completion, State shall transfer to Agency any ownership interests State may have obtained along Agency's facilities. The method of conveyance will

be determined by the Parties at the time of transfer and will be coordinated by the State's Region 2 Right of Way Manager.

6. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
7. State's Project Manager for this Project is Brennan Burbank, Resident Engineer for Consultant Projects, 455 Airport Road SE, Building B, Salem, Oregon 97301; telephone: (971) 701-3342; email: [Brennan.burbank@odot.state.or.us](mailto:Brennan.burbank@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## GENERAL PROVISIONS

### 1. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
  - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
  - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
  - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
    - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
    - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
    - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
    - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
  - c. Maintenance obligations in this section shall survive termination of this Agreement.
2. This Agreement may be terminated by mutual written consent of both Parties.
3. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.




9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
  
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right of Way Services Agreement in furtherance of the Project.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

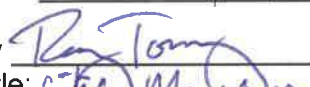
This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #22391) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

Signature Page Follows

**CITY OF SWEET HOME**, by and through  
its elected officials


By   
Title: \_\_\_\_\_

Date 10/2/21

By   
Title: City Manager

Date 02 Nov 2021

**LEGAL REVIEW APPROVAL (If required  
in Agency's process)**

By   
Agency's Counsel

Date November 2, 2021

**Agency Contact:**

Ray Towry  
City Manager  
City of Sweet Home  
3225 Main Street  
Sweet Home, Oregon 97386  
(541) 367-8969  
[rtowry@sweethomeor.gov](mailto:rtowry@sweethomeor.gov)

**STATE OF OREGON**, by and through  
its Department of Transportation

By   
Delivery and Operations Division  
Administrator

Date 11/18/2021

**APPROVAL RECOMMENDED**

By Sonny P.A. Chickering Digitally signed by Sonny P.A. Chickering  
Date: 2021.11.05 12:20:23 -07'00'  
Region 2 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Herb Lovejoy, via email  
Assistant Attorney General

Date 10/28/21, email retained in file

**State Contact:**

Brennan Burbank  
Resident Engineer  
455 Airport Road SE  
Salem, Oregon 97301  
(971) 701-3342  
[Brennan.burbank@odot.state.or.us](mailto:Brennan.burbank@odot.state.or.us)

EXHIBIT A

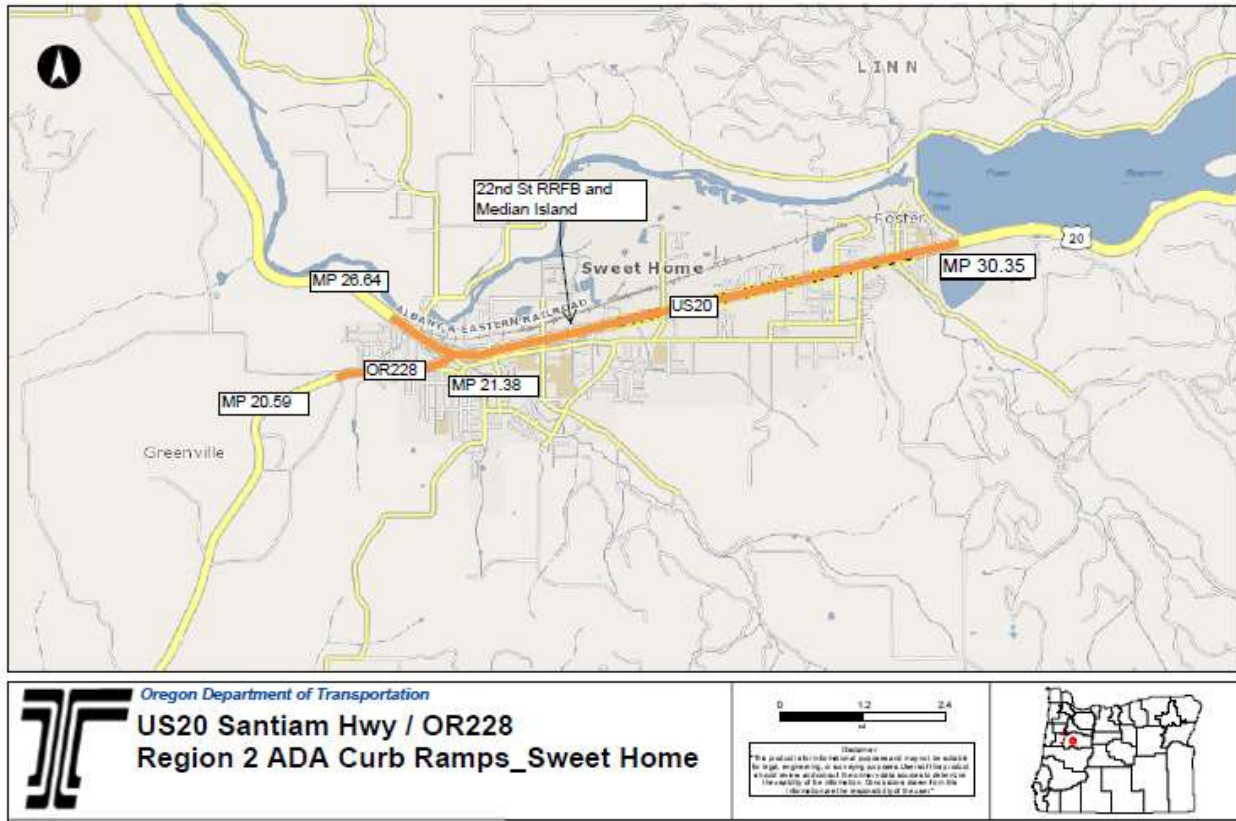


Exhibit A, Page 2 ADA Ramp Locations

Location	Corners
Highway: OR 228	
Fern Ridge Rd/Rowell Hill Rd, MP20.59	North East corner
Fern Ln, MP20.75	North West and North East corners
Evergreen Ln, MP20.80	North West and North East corners
Vista Ln, MP20.92	North West, North East and South East corner's
First Ave, MP21.04	All corners at intersection.
Second Ave, MP21.09	All corners at intersection.
Second Ave, MP21.11	All corners at intersection.
Third Ave, MP21.14	All corners at intersection.
Fourth Ave, MP21.19	All corners at intersection.
Oak Terrace, MP21.20	All corners at intersection.
Fourth Ave, MP21.24	North West and North East corners
Long St, MP21.38	All corners at intersection.
Highway US 20	
Osage St, MP26.66	All corners at intersection.
First Ave, MP26.71	All corners at intersection.
Pleasant Valley Ave, MP26.77	All corners at intersection.
Fourth Ave, MP26.87	All corners at intersection.
OR228, MP27.07	All corners at intersection.
Ninth Ave, MP27.17	All corners at intersection.
Tenth Ave, MP27.25	All corners at intersection.
Mid-block MP 27.30	North, South and Midblock ramps
12th Ave, MP27.35	All corners at intersection.
13th Ave, MP27.42	All corners at intersection.
Mid-block MP 27.47	North, South and Midblock ramps
15th Ave, MP27.53	All corners at intersection.
Mid-block MP 27.64	North and South ramps
18th Ave, MP27.72	All corners at intersection.
19th Ave, MP27.79	All corners at intersection.
22nd Ave, MP27.93	All corners at intersection.
23rd Ave, MP28.09	All corners at intersection.
24th Ave, MP28.18	All corners at intersection.
Clark Mill Rd, MP28.59	North East and South East corners
40th Ave, MP29.03	All corners at intersection.
42nd Ave, MP29.28	All corners at intersection.
43rd Ave, MP29.40	All corners at intersection.
44th Ave, MP29.47	All corners at intersection.
45th Ave, MP29.61	All corners at intersection.

City of Sweet Home/ODOT  
Agreement No. 73000-00004386

46th Ave, MP29.73	All corners at intersection.
47th Ave, MP29.84	All corners at intersection.
49th Ave, MP30.00	All corners at intersection.
53rd/Wiley Creek, MP30.29	All corners at intersection.
54th Ave, MP30.34	North West and North East corners



# REQUEST FOR COUNCIL ACTION

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**Title:** ODOT US 20 53<sup>rd</sup> – 60<sup>th</sup> Avenue Sidewalk Project Water Line Relocation

**Preferred Agenda:** February 1, 2022

**Submitted By:** Blair Larsen, Community & Economic Development Director

**Reviewed By:** Ray Towry, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** N/A

**Towards Council Goal:** Aspiration I, desirable community; Goal 3.2: Community Safety.

**Attachments:** Intergovernmental Agreement with ODOT for the US 20 53<sup>rd</sup> – 60<sup>th</sup> Avenue Sidewalk Project

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**Purpose of this RCA:**

The purpose of this Request for Council Action is to inform the Council of developments with the ODOT US 20 Sidewalk project, and obtain approval for moving forward with the project.

**Background/Context:**

This Project was approved by the Oregon Transportation Commission (OTC) into the 2016 ODOT Statewide Transportation Improvements Program (STIP), starting with applications in 2012. The previous Agreement was signed into effect from 8-28-2017 to 9-12-2017. At that time, we had a larger project, but the design was increasing the project costs. Due to the escalation of project costs, the City and ODOT reduced the scope of work, which resulted in Amendment #1 to the project. Even with the project re-scoping, one of the main concerns was the stipulation that any project cost overrun above the City's \$300K commitment and the ODOT allocation, would be the responsibility of the City to cover. That ambiguity and uncertainty was considered risky.

The project was then "down-scoped" to a single 10ft wide Multi-Use Path on the North side of Main St., from 55th Avenue eastward to the west side of the AERR bridge area, along with a segment east of the bridge area to 60th Avenue. Separately sourced funds were made available from ODOT for the two RRFB Pedestrian crossing locations (described below) to not affect the primary project elements. These changes reduced the estimated cost.

In October, a new agreement with ODOT was approved by the Council which clarified the changed responsibilities and project scope for the project. The Council expressed concern about cost overruns, and ODOT agreed to seek approval from the City before awarding the contract, in order to give the City an opportunity to comment at that time on costs.

ODOT is now in the midst of their procurement process and have received bids for the project. The low bidder and likely recipient of the award, is within the approved budget, however

ODOT's required contingency percentage would put it over budget by \$155,000. If that contingency were needed, the City would be responsible for the funds, however, ODOT has generously offered to cover this overage. They have stressed that this offer is only for the \$155,000 contingency, and not for any overage beyond that. However, they also stated that additional project costs are quite unlikely.

Finally, the City has run into another issue with the project. When work is done in a right-of-way, it is the responsibility of individual utilities to move their lines, if necessary. Normally, the City is the one requiring a private utility to move out of our way. Unfortunately, in this case, the City is on the other side. US 20 is ODOT's right-of-way, and the project design, as it stands, requires a large City water line to be moved to make way for changes to ODOT's storm drain system. The cost of this water line relocation is not considered a project cost under the IGA—it is a cost for the water utility (the City) to bear. The City has obtained bids from three contractors for this work, and they range from \$76,000 to \$131,000.

Normally, ODOT requires all utilities to move their lines before project construction begins. However, in this case, they are allowing the City to move its water line in conjunction with project construction. They suggest that additional savings could be gained by utilizing ODOT's contract recipient to do this work. This would save on mobilization and excavation costs.

Because ODOT has already begun the procurement process, they cannot change the designs for this project without starting the procurement process over again, which would drive costs for the project up. Once a contract is awarded, however, there is a chance that a change order (something that normally increases costs) could further reduce costs to the City.

This project, reduced in scope as it is from the original submittals, is still an important benefit to the city and community. The connecting link from 60th Avenue and Foster Lake to the Foster neighborhood with sidewalks and bike lanes to the rest of the city, is an important link for tourism and economic development.

### **The Challenge/Problem:**

How does the City move forward with the ODOT US 20 53<sup>rd</sup>-60<sup>th</sup> Avenue Sidewalk Project?

### **Stakeholders:**

- Sweet Home City Council – The City Council is responsible for approving agreements with other governmental agencies, and for authorizing the work that will accomplish its goals.
- Sweet Home Residents – Residents deserve safe pedestrian access along Main Street to Foster Lake.
- Sweet Home Staff – Staff work to address residents' concerns and accomplish the Council's goals within approved budgets.
- ODOT– ODOT has jurisdiction over any improvements made within the US 20 right-of-way.

### **Issues and Financial Impacts:**

Staff has received bids for this work ranging from \$76,000 to \$131,000. It is possible that after the contract is granted, changes to the design or other cost-saving measures may be taken, however, at this point, the work will cost at least \$76,000.

Relocating a water main is not a budgeted expense given the unanticipated nature of the project. While existing expenditure authority could cover the costs, cost overruns with the overall sidewalk project from 54th to 60th Ave threaten to eat all or a portion of any available expenditure authority. Allowing the project to proceed may require additional budgetary action to comply with Oregon Local Budget Law for the current fiscal year.

If the City chooses to stop the project entirely, the IGA states that the City is responsible for all costs incurred thus far. According to ODOT, this amounts to over \$900,000.

### **Elements of a Stable Solution:**

A stable solution includes increasing pedestrian amenities in the City within acceptable costs.

**Options:**

1. Continue to move forward with the ODOT Sidewalk Project by consenting to ODOT entering into a contract with the low bidder – Allowing the procurement process to continue will allow a contract to be signed and construction to begin.
2. Pull out of the ODOT Sidewalk Project – Under the agreement, pulling out of the project will leave the City liable for all costs expended on the project so far, which, according to ODOT, is over \$900,000.

**Recommendation:**

Staff recommends option 1: Motion to continue with the ODOT Sidewalk Project by consenting to ODOT entering into a contract with the low bidder



**ODOT Delivered Federal Project  
On Behalf of City of Sweet Home**

US 20: 53<sup>rd</sup> Avenue – East of 60<sup>th</sup> Avenue (Sweet Home)  
**Key Number: 18853**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT,” and the **CITY OF SWEET HOME**, acting by and through its elected officials, hereinafter referred to as “Agency,” both herein referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform
2. US20 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). 40<sup>th</sup> Avenue, 49<sup>th</sup> Avenue and 53<sup>rd</sup> Avenue are part of the city street system under the jurisdiction and control of Agency.
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Transportation Alternatives Program (TAP) Urban and Flex programs and may include a combination of federal and state funds. “Project” is defined under Terms of Agreement, paragraph 2 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation (“Stewardship Agreement”) documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State’s oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

**NOW THEREFORE** the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Upon signatures by both Parties and acquisition of all approvals required by law, this Agreement shall become effective and replace Agreement Number 31705, and its subsequent amendment, in their entirety. Agreement Number 31705 shall terminate on the date this Agreement is fully executed and all legal approvals have been obtained.

2. Under such authority, Agency and State agree to State delivering the US20: 53<sup>rd</sup> Avenue – East of 60<sup>th</sup> Avenue (Sweet Home) project on behalf of Agency, hereinafter referred to as “Project.” Project includes, but is not limited to, the construction of sidewalks, bike lanes, installation of rapid rectangular flashing beacons (RRFB) and midblock crossings at 40<sup>th</sup> Avenue and 49<sup>th</sup> Avenue to improve safety. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
3. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
4. The total Project cost is estimated at \$3,194,663.86, which is subject to change. Federal funds for this Project shall be limited to \$2,197,590.00. State shall be responsible for \$697,538.50 of the total Project costs. Agency shall be responsible for \$299,535.36 of the Project costs including any additional non-participating costs and all costs in excess of the federal funds. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. “Total Project Cost” means the cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
5. Federal funds under this Agreement are provided under Title 23, United States Code.
6. ODOT does not consider Agency to be a subrecipient or vendor under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
7. With the exception of Americans with Disabilities Act of 1990 (ADA) related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency’s concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract at ten (10) percent (%) over engineer’s estimate without prior approval of Agency.
8. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
9. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency’s share of the Project.
10. The term of this Agreement shall begin on the date all required signatures are obtained

and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

11. This Agreement may be terminated by mutual written consent of both Parties.
12. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
13. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
14. Information required by 2 Code of Federal Regulation (CFR) 200.332(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
15. **Americans with Disabilities Act Compliance:**
  - a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
    - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
    - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT

Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>; and

- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- c. Maintenance obligations in this section shall survive termination of this Agreement.

16. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

17. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.

18. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
19. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
20. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
21. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
22. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
23. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
24. State's Contract Administrator for this Agreement is Christine Hildebrant, Area 4 Senior Transportation Project Manager, 3700 SW Philomath Boulevard, Corvallis, Oregon

City of Sweet Home/ODOT  
Agreement No. 73000-0003255

97333; (541) 757-4160; cell phone: (541) 971-2044; email: Christine.d.Hildebrant@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

25. Agency's Contract Administrator for this Agreement is Ray Towry, City Manager, City of Sweet Home, 3225 Main Street, Sweet Home, Oregon 97386; telephone (541) 367-8969; email: [rtowry@ci.sweet-home.or.us](mailto:rtowry@ci.sweet-home.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #18853) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

Signature Page Follows

**CITY OF SWEET HOME**, by and through  
its elected officials

By [Signature]  
Mayor

Date 10-2-21

By [Signature]  
City Manager

Date 27 OCT 2021

**LEGAL REVIEW APPROVAL**

By [Signature]  
Agency Counsel

Date Oct 28, 2021

**Agency Contact:**

Ray Towry, City Manager  
City of Sweet Home  
3225 Main Street  
Sweet Home, Oregon 97386  
(541) 367-8969  
rtowry@ci.sweet-home.or.us

**State Contact:**

Christine Hildebrant  
3700 SW Philomath Boulevard  
Corvallis, Oregon 97333  
(541) 757-4160  
Christine.D.Hildebrant@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By [Signature]  
Delivery & Operations Division  
Administrator

Date 11/18/2021

**APPROVAL RECOMMENDED**

By [Signature]  
Region 2 Manager

Digitally signed by Sonny P.A.  
Chickering  
Date: 2021.11.05 12:23:59 -07'00'

Date \_\_\_\_\_

By \_\_\_\_\_  
State Traffic Roadway Engineer

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Janet Borth, via email  
Assistant Attorney General

Date 10/27/21, email retained in file

### EXHIBIT A – Project Location Map





**ATTACHMENT NO. 1 to AGREEMENT NO. 73000-0003255  
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
  - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
  - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
  - c. State and Agency agree State will consult with Agency prior to award of construction contract.
  - d. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. Agency is responsible for the construction of the portion of the path connecting both sides of the Project under the railroad bridge, at its own expense. Agency understands the construction of the path connections for the Project is required for overall continuity.
3. Agency shall be responsible for, at its own cost, the maintenance of the new stormwater treatment facilities, sidewalks, pedestrian rail, pedestrian crossings, crossing enhancement features installed including signs, striping and RRFB's and all their appurtenances, any landscaping, all constructed as part of this Project.
4. Agency shall contact State's District 4 Permits office seven (7) working days prior to the commencement of maintenance activities that close any portion of the travel or bike lanes. No Lane restrictions are permitted unless prior approval is obtained from the State's District 4 Manager, or designee. Sweeping is not considered a lane restriction for purposes of this Agreement.
5. State and Agency agree that the useful life of this Project is defined as 20 years.
6. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

## ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

### PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

### PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

### FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.330.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
  - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
  13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

## **DESIGN STANDARDS**

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not

meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

## **PRELIMINARY & CONSTRUCTION ENGINEERING**

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

## **Disadvantaged Business Enterprises (DBE) Obligations**

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."*

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

## **RIGHT OF WAY**

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

## **RAILROADS**

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

## **UTILITIES**

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

## **GRADE CHANGE LIABILITY**

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

## **MAINTENANCE RESPONSIBILITIES**

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

## **CONTRIBUTION**

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

## **ALTERNATIVE DISPUTE RESOLUTION**

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## **WORKERS' COMPENSATION COVERAGE**

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be



included. State and Agency shall ensure that each of its contractors complies with these requirements.

### **LOBBYING RESTRICTIONS**

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 49 CFR 29.510 regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in appendix A to 49 CFR part 29.