



CITY OF SWEET HOME CITY COUNCIL AGENDA

January 25, 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.

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:473 954 605#

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

III. Consent Agenda:

- a) Approval of Minutes:
 - i) [2022-01-11 City Council Meeting Minutes \(pg. 3\)](#)

IV. Recognition of Visitors and Hearing of Petitions:

- a) Police Officer Swearing In Ceremony - Officer Jake Castadio

V. Old Business:

- a) Water Treatment Plant Emergency Generator Project Update
- b) [Request for Council Action - Agreement and Lease with FAC for Managed Outreach and Community Resource Facility \(pg. 7\)](#)
- c) Mayor's Selection of City Council's Managed Outreach and Community Resource Facility Policy Board Member

VI. New Business:

- a) [Proclamation - Denouncing Racism in Sweet Home \(pg. 55\)](#)
- b) [FY22 2nd Quarter Financial Update \(pg. 56\)](#)
- c) SHEDG Spring Event Discussion

VII. Ordinance Bills

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.

- a) Request for Council Action and First Reading of Ordinance Bills
 - i) [Request for Council Action – Ordinance Bill No. 1 for 2022 Sweet Home Ordinance Amending Certain Sections of the Building Code \(pg. 60\)](#)
- b) Second Reading of Ordinance Bills
- c) Third Reading of Ordinance Bills (Roll Call Vote Required)

VIII. Reports of Committees:

Ad Hoc Committee on Health
Administrative and Finance/Property
Area Commission on Transportation
Chamber of Commerce
Charter Review Committee
Council of Governments
Legislative Committee
Library Advisory Board
Park and Tree Committee
Solid Waste Advisory Council
Youth Advisory Council

IX. Reports of City Officials:

Mayor's Report
City Manager's Report

X. Department Director's Reports (2nd meeting of the Month)

Finance Director

- i) [Finance Monthly Report - December 2021 \(pg. 64\)](#)
- ii) Discussion on purchase of microphones for Council Chambers

Police Chief

- i) [Police Department Monthly Report \(pg. 79\)](#)

City Attorney

XI. Council Business for Good of the Order

XII. Adjournment



CITY OF SWEET HOME CITY COUNCIL MINUTES

January 11, 2022, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

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Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM.

Roll Call

PRESENT

Mayor Greg Mahler
President Pro Tem Diane Gerson
Councilor Dave Trask
Councilor Lisa Gourley
Councilor Susan Coleman
Councilor Angelita Sanchez
Councilor Dylan Richards (video)

STAFF

City Manager Ray Towry
Communications Specialist Lagea Mull
City Attorney Robert Snyder
Community and Economic Development Director Blair Larsen
Finance Director Brandon Neish
Police Chief Jeff Lynn
Library Services Director Megan Dazey
Public Works Director Greg Springman (video)
Engineer Technician Trish Rice

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Operations Manager Steven Haney
Administrative Services Manager Julie Fisher

MEDIA

Benny Wolcott, The New Era

Consent Agenda:

Motion to approve the Consent Agenda made by President Pro Tem Gerson, Seconded by Councilor Coleman.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards

Approval of Minutes:

- a) 2021-12-13 City Council Minutes - ES
- b) 2021-12-14 City Council Minutes
- c) 2021-12-14 City Council Minutes - ES

Recognition of Visitors and Hearing of Petitions:

- a) Police Department Officer Swearing In Ceremony
Chief Jeff Lynn introduced Tyler Robinson. City Manager Ray Towry swore in officer Robinson.
- b) Public Hearing: Community Development Block Grant
Mayor Mahler opened the Public Hearing at 6:36 PM.
Liza Newcomb, Home Repair Manager with DevNW presented project highlights for the Community Development Block Grant.
Public Comment: None
The Public Hearing was closed at 6:45 PM.

Old Business:

- a) Water Treatment Plant Finished Water and Backwash Pumping Improvements Project – Contract Award
Engineer Technician Trish Rice introduced the process for collecting bids for the Water Treatment Plant Finished Water and Backwash Pumping Improvement Projects. Staff asked permission to award the contract to Pacific Excavating.
Motion to approve the contract to Pacific Excavating made by Councilor Gourley, Seconded by Councilor Richards.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Richards
Voting Abstaining: Councilor Sanchez due to being on the Contract Bidders list.
- b) Request for Council Action – Resolution No. 3 for 2022 – City Hall Annex
City Manager Ray Towry introduced the request to approve Resolution No. 3 for 2022 to rescinding the gift of the Annex to the City of Detroit as they no longer needed it.
Motion made to approve Resolution No. 3 for 2022 by Councilor Trask, Seconded by Councilor Coleman.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley,

Councilor Coleman, Councilor Sanchez, Councilor Richards

- c) City of Sweet Home—LBCC Small Business Development Center Agreement
Community and Economic Development Director Blair Larsen introduced the request to enter in an agreement with LBCC Small Business Development Center to provide classes and other business services, in exchange the City contributes to their funding in the amount of \$2500.
Motion to approve the Agreement made by President Pro Tem Gerson, Seconded by Councilor Coleman.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards
- d) Temporary Managed Homeless Facility Location.
Staff is seeking City Council's consensus regarding a location for the managed homeless facility supporting the recommendation from the Community Health Committee. The Community Health Committee will meet to discuss the topic on Friday, January 7.
City Manager Ray Towry introduced the temporary site for a managed homeless outreach and resource facility. The City had been working with Linn County for property which is currently in an environmental clean up phase. Meantime, the back of City Hall has been determined to be the best location. A list of Pros and Cons was created by members of the Community Health Committee. Councilor Lisa Gourley, Chair of the Community Health Committee explained the benefits of the proposed temporary City Hall location. The Community Health Committee recommends the use of the property behind City Hall. City Manager explained options to the City Council which included do nothing, designate an area of homeless camping, or a managed facility operated by guidelines which maintains order and cleanliness. This third option mitigates the impacts of homeless on our community.
Consensus of the Council was approval of the temporary site.

New Business:

- a) Request for Council Action – Resolution No. 1 for 2022 – Council Rules Amendments
This item was removed from the Agenda by request of staff and approval of the Mayor. The item will be considered at a later date.
- b) Request for Council Action - Resolution No. 2 for 2022 - Adoption of 2022 Sweet Home Public Library Policy Manual
Library Services Director Megan Dazey presented the updates to the Library Policy Manual which were approved by the Library Advisory Board.
Motion to approve the Sweet Home Public Library Policy Manual made by Councilor Coleman, Seconded by President Pro Tem Gerson.
Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez, Councilor Richards
- c) Set Date(s) for Council Training/Goal Setting
The following dates were set for 2022 City Council Goal Setting and Training:
February 18th, 19th, and 20th.
City Manager stated if there are topics Council would like training on, to please send those requests.

Reports of City Officials:

Mayor's Report

Mayor Mahler reported a thank you for the support during his recent medical procedures.

City Manager's Report

City Manager Towry reported staff is formulating budgets and gearing up for the Budget season.

City Manager Towry reported his was nominated to the OCCMA Ethics Committee and Communication Committee.

Department Director's Reports (1st meeting of the Month)

Library Services Director

- a) Library Services Director Report December 2021

Community and Economic Development Director

- a) CEDD Monthly Report for December 2021

Public Works Director

Public Works Director Greg Springman reported on Public Works response to the heavy rainfall and focused on the storm drain systems at 18th and Tamarack to prevent neighborhood flooding.

- a) Public Works Monthly Report, December 2021

City Attorney

No Report

Council Business for Good of the Order

Councilor Gerson announced a Film Festival on Feb 12th sponsored by SHOWCASE with already 130 entries.

Councilor Trask reported Councilors must be careful about directing staff.

Councilor Gerson reported on the National League of Oregon Cities funding that could be incorporated in our Streetscape Projects.

Adjournment

With no further business, the meeting adjourned at 7:43 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

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

Preferred Agenda: January 25, 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: 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

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 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.

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.

City of Sweet Home

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.

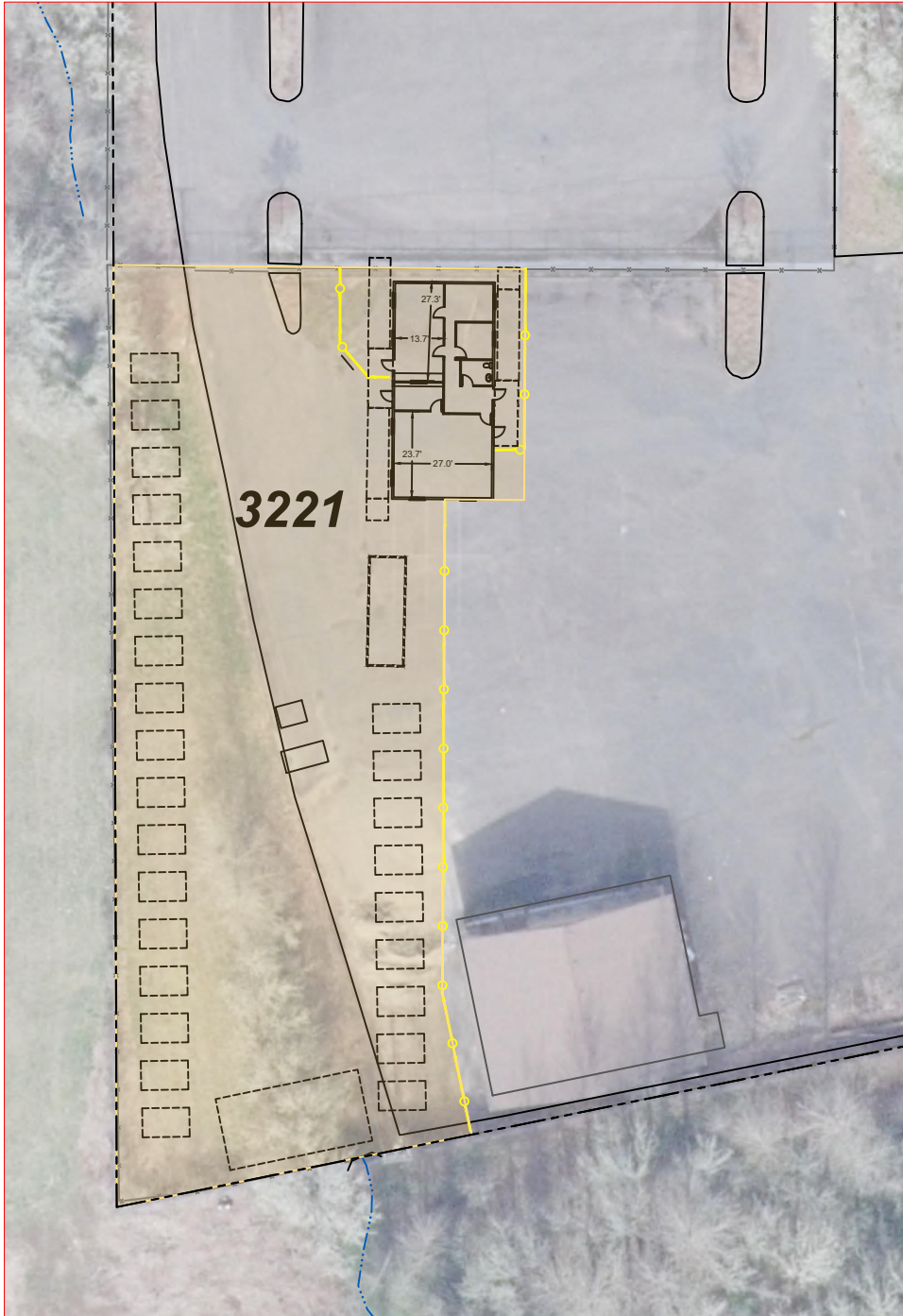
- 27) WAIVER: Failure by Lessor at any time to require performance of any of the provisions hereof shall in no way affect Lessor's rights hereunder to enforce the same, nor shall any waiver by Lessor of any breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.
- 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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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;

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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

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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.

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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.

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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.

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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 _____

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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.

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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): _____

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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: _____

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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.

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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.)

DRAFT

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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

DRAFT

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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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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

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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

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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

Subject: Homeless home site

Date: Wednesday, January 19, 2022 at 7:31:48 PM Pacific Standard Time

From: Linda

To: Julie Fisher

Linda Fryar
1259 40TH AVE

1). If the business section of Sweet Home don't want them to be located in the old City Hall. Why is it better to locate them in the residential section any better. We would have the same issues, if not more. There is children and Seniors citizen that need to be protected also.

2). How would you (the city) protect the value of our homes with the site so close?

3). How would you protect us as home owners from increases to the thefts, damage, burglaries and trash in our area?

4). How would you insure if any crime increase within our neighbor, that you would close the homeless camp site down.

(Some sort of close within the legal document that would terminate the site within a few weeks.)

5). I need insurance, that our level of living won't change. Causing our elderly to be house bound and scared to go out in the own yards.

How about the children, parents need to feel safe and secure that their kids won't be harmed also.

I know the homeless needs a place to call their own, till they can find their permanent housing. They need to feel safe and secure within their own living areas. But, with all the news and seeing how some choose to live. It's hard to have a camp so close, knowing that. If the city would guaranty with follow through with their word about keeping the site clean, quiet and free of drugs. I would feel better about giving it a try.

I know with the homeless camp being so close us, the property value will go down. That is not far too everyone that lives in the Neighborhood, any neighbor hood. That is one of the biggest concern to me as a home owner.

I just found out that the city is wanting to make this site a permanent site. I am very opposed to it becoming a permanent site.

6). Is the city going to lower everyones property taxes to compensate us for the homeless site, for the lose of value?. By at least \$3-4000.00.

I understand that no one wants a homeless site in their back yard. But, I have never seen one in the upper class neighborhoods. Why not? They're always in the middle to lower neighborhoods.

Subject: Fwd: Sweet Home New City Hall Camp Questions

Date: Wednesday, January 19, 2022 at 4:16:05 PM Pacific Standard Time

From: Leia

To: Julie Fisher

Hi Julie! Here are the questions I had forwarded to Angelita and to FAC

Leia Landrock

----- Forwarded message -----

From: **Leia** <deserttrip@gmail.com>

Date: Mon, Jan 17, 2022 at 3:54 PM

Subject: Sweet Home New City Hall Camp Questions

To: <info@facforthehomeless.org>

Cc: <asanchez@sweethomeor.gov>

My name is Leia Landrock and I live in the Duck Hollow neighborhood. This is the neighborhood that is adjacent to the rear property of the New City Hall. Quite a few members of our HOA (of which I am the secretary) are concerned about having a shelter placed there and have given me questions to forward. My original plan was to come in person, but I have come down with a sore throat and low grade fever this afternoon.

Can you please answer these questions before the next City Council meeting? I will be dispersing the information as soon as it is received.

- 1 - How many sleep structures will be created?
- 2 - If more people show up than there are shelters for, will tents be allowed? Will those tents be allowed near the fencing of our neighborhood?
- 3 - Will cars and campers and piles of stuff like what is currently behind old city hall be allowed back there?
- 4 - Will you limit the number of people allowed to camp there?
- 5 - Is this a night-only shelter? If so, where do you think they will be hanging out during the day? How will they get there and back? (Concern is they will start hanging out around New City Hall, possibly in our wetlands)
- 6 - Will the resources that will be set up there, be available to any homeless persons, even if they don't qualify to spend the night inside the camp due to drugs or non-compliance?
- 7 - I read there will be night security provided by the city. Is that a security guard or an officer? How much will it cost? Will Duck Hollow neighborhood be given extra patrols?
- 8 - Will you be screening for registered offenders and report this as their address so Duck Hollow parents will know if one is here?
- 9 - Does this camp end the plans of a children's park in the lawn area? If not, again, how do you ensure no offenders are near it?
- 10 - How will you ensure that those turned away, or not willing to follow your rules, will NOT be camping in the protected wetlands of Duck Hollow or behind your camp?
- 11 - If Duck Hollow homes would like one, would FAC or the city be open to putting up a brick wall between the city property and Duck Hollow homes?
- 12 - If we find campers in our wetlands, will FAC and/or the city pay for the removal and clean-up?

Thank you for your time,

Leia Landrock

Subject: City of Sweet Home

Date: Wednesday, January 19, 2022 at 9:06:55 PM Pacific Standard Time

From: Steven Anderson

To: Julie Fisher

Hello,

My name is Steven Anderson. I have lived in Sweet Home for the past 12 years. When I moved into town I thought it was a beautiful area filled with very nice people. I used to tell people all about my favorite new town, but that has slowly changed over the last 5-6 years. It all started to go down hill when the property taxes started to expand at what can only be an unreasonable rate. I don't understand how our community can be close to the poorest town in Oregon, yet sit right near the top (7th highest out of 36 counties according to 2021 tax records) in property tax. But because of all the people that I have met, this can be overlooked. What can not be overlooked however is the introduction of a "homeless camp" right next to our neighborhoods. I have spent my fair share of time in alternate housing, and the number one thing I've learned is most individuals that live that lifestyle have no issue using and abusing whatever system they can latch onto. It might start out ok with only a few "good and decent" people, but it always happens, eventually it starts to go downhill. Sometimes the money dries up, sometimes people just don't have the time to take care of it any more. Any way it happens, it becomes a problem for the community. Drugs and alcohol will come in no matter what the council says or does, and that won't be the worst. I'm usually keen on reading "signs" that are given to me, and maybe this is the sign I need to finally leave this community behind. I'm sure you have heard from many others on the subject, but feel it is my duty as (currently) a member of this community to let you know I oppose not only the site location, but having a homeless camp altogether. I hope you can join me in my sentiment. Thank you for your time and willingness to serve your community.

Subject: Proposed Shelter on City Hall Property

Date: Thursday, January 20, 2022 at 12:05:10 PM Pacific Standard Time

From: Rochelle James

To: Julie Fisher

Greetings Council Members,

I have concerns regarding the establishment of this shelter. I fully appreciate the reasoning behind choosing this site and the optimism expressed by those involved in being able to operate it, while keeping it a safe, orderly, and a controlled environment. However, I am concerned this is not easily attainable.

We have all seen various shelter facilities in different cities and all operate with various rules to gain assistance. At times guests may be cooperative and will be sheltered and at other times they may decide not to be cooperative resulting in no admittance to the facility. When not allowed into the facilities, these individuals will remain on the street, quite possibly by their own choice.

One of my concerns is when it becomes known this facility has 30 individual huts available (which sounds like a large amount) there will be an influx of persons and the site will be quickly overwhelmed resulting in even more unsheltered individuals in this community. In light of that concern, I would like to know the following:

1. What is the estimated number of unsheltered individuals in the Sweet Home area? Of those, how many is it estimated would be interested in placement at this facility?
2. What is the current staffing level for patrol officers at Sweet Home Police department?
3. How many vacant officer positions are there in the department?
4. What is the minimum staffing levels for officers per shift?
5. Is the department prepared/equipped to handle the potential increase in persons who may seek out Sweet Home for services, those potentially denied assistance, and the increased calls for service that may be generated?
6. Given the close proximity to the school and residential areas, bus stops, etc. how will the facility address safety of the community. Will the facility know if individuals they are serving have potentially dangerous criminal histories (sex offenses, assaults, etc)? Is there a screening process?
7. Can a person remain in the shelter indefinitely?
8. If a person is removed from the shelter by the operator, where will they go? What responsibility does the shelter have to the person who is being removed?

I am concerned this facility is going to generate more activity than the city of Sweet Home will be able to manage. This is a small town with limited resources. I believe there will be an increase in incidents affecting the public and little to no recourse for those affected. I understand the need for services, but I am not convinced this facility is the answer.

I look forward to your response.

Respectfully,
Rochelle James
1206 41st Ave
Sweet Home OR 97386

Sent from my iPhone

Subject: New City Hall Shelter Feedback - Corrected with my address

Date: Thursday, January 20, 2022 at 12:46:12 PM Pacific Standard Time

From: Leia

To: Julie Fisher

I wrote before with a list of questions. This is my providing my own personal thoughts regarding the proposed shelter placement in such close proximity to the Duck Hollow Neighborhood.

In a recent newspaper article, Councilor Lisa Gourley was quoted as saying of the proposed site - "***It doesn't affect any surrounding neighbors, and it builds trust,***"

In that same article, she was also quoted as saying of MOVING it to our area, "***One of the highest priorities I have is our downtown, and protecting our community that right now isn't having their property and business rights protected,***" she said. "***We need to take action, and this is the quickest and least painful course of action that we have.***"

If building the facility at their *current* location at the old city hall would *not* "protect" and as implied, cause ongoing harm to neighboring businesses, then I have to believe it is equally bad for a residential neighborhood to be so close to it. Doesn't that make sense?

I can absolutely empathize with the purposes of having a shelter - both socially and legally.

But, I object to the location and request that the council build it on the current site - the old city hall building - because, if they *truly* believe they can control the drugs, alcohol and crime associated with such projects then it shouldn't be a problem there. Correct? After all, that current site is close to SHER, paramedics, the food pantry and other resources this side of town does not offer the homeless.

Thank you,
Leia Landrock
1231 40th Ave
Sweet Home, OR 97386

Subject: Proposed homeless camp

Date: Thursday, January 20, 2022 at 1:06:33 PM Pacific Standard Time

From: Christine Rogers

To: Julie Fisher

I am writing to object to the proposed location of the new homeless camp, behind the city hall. The property borders our neighborhood and while there is a belief that this homeless site will take care of the drug and crime problem, I don't believe it will. The model homeless site that the New Era referred to had to be moved from its original location due to the police being called so often. You will simply be moving the drugs and crimes out of downtown and into our neighborhood. The solution for dealing with the homeless problem in downtown Sweet Home should not come at the expense of the residents.

Angelita Sanchez wrote a facebook post on January 12. In it, she stated "Just last night we suggested that we house the houseless in our own backyard." The problem with this statement / solution is that it is not in any of your backyards, it's in ours. You do not live at the city hall, you do not sleep at the city hall and you do not have children that play outside of the city hall. Truly put them adjacent to your backyard and then tell me how you feel about it.

Unfortunately for our neighborhood, we aren't a large one so the pushback from us is likely to be considered minimal to you but fortunately for us, we do have wetlands that we are responsible for. We are in the process of sifting through the information that we have available to us. I (and likely others) will be reporting every piece of garbage, every drug needle and every homeless person that is turned away from the camp, that ends up in our wetlands, to every agency that has been deemed responsible for protecting our countries wetlands . I believe the unanimous decision by you to choose this as the homeless camp will not succeed in the end and will be a waste of taxpayer dollars.

If the city wants this homeless camp as the solution, I implore the council members to find a location that does not border a neighborhood and does not border wetlands.

Thank you for your time,

Christine Rogers

Sent from [Outlook](#)

Attention City Manager, Sweet Home, Oregon

To jfisher@sweethomeor.gov

Written Comments concerning the proposed Homeless camp site in the area behind City Hall in Sweet Home, Oregon.

I am David Petersen. My wife Karen Petersen and I are trustees of a family trust that owns the property at 1258 40th Avenue in Sweet Home, Oregon. Our relatives, Michael and Vicki Sele, are living in this residence and have small grandchildren that are often present in this house. This house is along the boundary of the property shown on the aerial view of the map showing the proposed camp site.

I am a retired attorney and am not representing anyone in making these comments as they are personal. I am not providing any legal advice in making these comments.

In a statement by Council Member Angelita Sanchez **“for the Sweet Home City Council”** (emphasis added) that was addressed to Leia Landrock, Council Member Sanchez represented as follows:

There will be a secure fence around the perimeter of the property.

There are boundaries and rules to stay.

Drugs and alcohol are not allowed on the site.

It will have resources for treatment and help.

There are tiny huts for personal sleeping areas and property security of each persons (sic) belongings.

There will be a plan to work to transition those staying into permanent housing.

Since these are representations by Council woman Sanchez for the Sweet Home City Council, will the Council go on record as requiring each of these to be met?

Please point to any language in the proposed agreement with the Contractor that requires these standards to be met. Exhibit A to the proposed contract lists “required services”, but does seem to include any language that specifically requires the above points.

The proposed agreement includes a merger clause in section 14. The City attorney can explain this. Please explain to me how the City can modify the agreement without the Contractor’s consent to add anything that is not in the Agreement?

Paragraph 5 of the proposed agreement states: “The Policy Manual shall be approved by both the FAC [who is the Contractor] and the Sweet Home City Council.” What happens if the Contractor does not propose a Policy Manual that has all of the provisions that the City and advisory committee want (including all of the provisions in Council Member Sanchez’s email)? Explain to me where in the proposed Agreement that an agreed upon Policy Manual is required to be in place before operation of the site commences? Do you think that the City should have the right to unilaterally modify the rules in the event unforeseen issues or other problems arise? Please explain where there are any boundaries or rules other than in a yet to be approved Policy Manual? Is the City’s only explicit remedy to terminate the lease upon written notice to the Contractor if the Parties can’t agree? In the absence of a provision allowing termination of the lease for any or no reason, is there an implied obligation of a requirement of good faith reasons for termination by the City that would preclude termination simply because the parties can’t agree on details of a Policy Manual?

Other issues:

Fencing: Will any fence be required? Who will maintain the fence? Will any such fence be a complete visual barrier to any residences near the camp? A visual barrier seems to be a minimum requirement especially since small children are present in neighboring residences. Council Member Sanchez did state that a security fence will be required, but this would be insufficient to provide a complete visual barrier, if it is only a wire link fence.

Drugs and alcohol are not allowed on the site per Council Member Sanchez's statement.

Please point to language in the proposed agreement where this is a requirement? How will this be enforced? What is the meaning of the term Drugs? Does this mean any drugs that if possessed are subject to a civil violation in Oregon? Or must the drugs be sufficient to constitute a criminal violation under Oregon law? I ask this because Oregon has now decriminalized the possession of small quantities of even hard drugs such as heroin? Or does this statement mean drugs that violate federal law (which would include any quantities of hard drugs and cannabis)?

The proposed Agreement (Section 5) says that the Parties in performance of the Agreement agree to comply with all applicable federal, state, and local laws and regulations.

Would this require compliance with building codes and zoning laws? Has the city verified that building codes have been developed that apply to the proposed structures and any plumbing, electricity or other facilities at the site? Is the site zoned for commercial and not residential activity? Is the city waiving permit fees applicable to the site and structures?

Will tent camping be allowed at the site? Council Member Sanchez's statements imply that tent camping will not be allowed as instead tiny structures will be provided. However, the "voluntary services" mentioned in Exhibit A to the proposed Agreement refers to providing tents to occupants if available. If tent camping is allowed, then the importance of a complete visual barrier between residences and the camp becomes even more important.

Will access to the site be controlled to one entrance/exit to allow monitoring and control of individuals coming and going from the site?

Will weapons be allowed at the site?

Will fires be allowed at the site?

Who and how often will the site be cleaned of rubbish, needles and pet feces that don't make it into a disposal bin? Will the site be cleaned at least weekly? Who provides garbage service for the site? Accumulated trash at homeless sites is a major issue. If portable toilets are to be provided, who provides them and what is the frequency of cleaning, especially during the summer? The language of the lease appears to place this responsibility on the Contractor, but without specifics as to frequency of cleaning and feces.

Will occupants be screened for sex offender status to verify that no one is allowed to stay that is prohibited under Oregon law from being near any residences where children live or are present? This would be another reason for having a single entrance/exit.

Why aren't residents and owners of property abutting the site included in the hold harmless clause? They are the ones most at risk from fire escaping from the camp, injury from needles tossed over a fence, etc.

If this is going to be a temporary site, it seems to me that a specific no later than ending date should be included.

I look forward to receiving a response to these comments. The purpose of these comments is to ask questions that I believe should be addressed before approval of the site.

You can reach me at petersd56@hotmail.com or 503-780-7996. My address is David P. Petersen 8860 SW Birchwood Rd., Portland, Oregon, 97225.

Sincerely, David Petersen

Members of the Sweet Home City Council and City Manager,

Thank you for your time investment and ongoing efforts to find constructive ways to address the homeless problem in our community. The initial plan that was outlined by the subcommittee for the homeless population on the proposed site at the old mill property was well thought, and provided a realistic solution for much needed services with dignity and respect. I strongly support those efforts. However, I was very surprised to read in this week's paper concerning the proposed changes to that plan and the decision to relocate the site to the new city hall.

One of the key considerations the subcommittee proposed, was a site that was not within proximity to schools, houses, and residential areas. This new initiative places the proposed site adjacent to a residential development of 80 homes, a future apartment complex, and within short walking distance to Hawthorne School. Those 80 homes are part of the Duck Hollow Homeowner's Association and ten of those homes directly border the proposed site. All of those adjacent homes are a one to two minute walk from the proposed site.

I was shocked that one of the council members was quoted in this week's paper saying "it doesn't affect any surrounding neighbors" and went on to state, that in the current location downtown, owners aren't "having their property and business rights protected". Moving the location from our downtown area as a result of ongoing issues to a residential location, simply passes those issues on to homeowners and the small market less than a block away. The Walla Walla police sergeant quoted in the Union Bulletin on January 7th, 2019 stated that the camp the council is considering modeling, required law enforcement to respond to complaints almost "twice per day" before the camp was moved to an industrial area away from residential housing. I am not aware of many facilities that serve the homeless that don't have problems that spill over into the surrounding area in which they are located. Those problems have been well reported in our own community. The proximity to the nearby trailer courts with their own history of issues, compounds the problem. We currently already have spillover from these issues in our neighborhood.

In relation to the proposed camp expectations, I have a concern as to where these residents are going to go from 10-4 on Mondays when they are required to leave. Human nature leads me to believe they won't go far from the facility. All that said, I would challenge the council to seek input from the Duck Hollow Homeowner's Association, as the proposed site will directly affect homeowners in the association and the property the association manages. Susan Coleman said it well when she stated, "I don't think there is any perfect location". However, there has to be choices that don't affect 80 homeowners, their families, and their investment.

I believe that the plan the council and subcommittee has put together is a positive and necessary effort to serve the homeless in our community. However, I strongly question the choice of location. I would challenge the council to re-visit areas that do not affect homeowners and are industrial. I would also encourage the council to schedule a meeting with representatives from the Duck Hollow Home Owners Association before moving forward, so the interests and concerns of the community affected can be fairly, and appropriately addressed.

Respectfully,

A handwritten signature in black ink, appearing to read "Eric Stutzer". The signature is fluid and cursive, with a large loop at the end.

Eric Stutzer
Home Owner
Duck Hollow HOA president

Subject: Homeless Camp - Sleep Center

Date: Thursday, January 20, 2022 at 3:04:50 PM Pacific Standard Time

From: TRISTEN SELE

To: Julie Fisher

Dang I did not make it by 2:00. Please send responses to Vicki Sele vsele@hotmail.com

Hello,

How high will the fence be? I don't like the idea of a fence with plastic privacy slats. It needs to be a very high privacy fence such as Brick.

What overnight security will the city provide?

How often will the place be cleaned?

How often will waste (such as feces) be removed?

How will you protect our community (neighborhood) from fires?

Who will monitor the outside areas of the camp to keep the homeless from drinking, doing drugs, using areas to go to the bathroom? I do not believe it should have to be the residents of neighborhoods surrounding the camp.

How is the homeless camp only temporary? Those tiny huts will not be easily moved once they are set up. What is the plan to keep it temporary.? Will the original proposed (the old mill) still be worked on to make it the permanent solution?

There is already someone cutting the fence behind our homes. I told Officer Morgan about it.

If there are problems how soon will you abandon the site (homeless camp)? We have been told if there are issues that the site will be removed? How fast?

How will we be notified if there are sex offenders at the camp? How soon will we be notified when you know there is a sex offender at or around the camp? I have 2 autistic grandchildren & 4 other grandchildren that I do not want subjected to this camp.

What Guarantees that the camp will be removed if any of the issues arise that we are concerned about? Will you give those of us that have concerns something in writing that everything that you say will be done is done and correctly?

I object to the new location of the homeless camp behind my home. Please put it in at the location it is now with a high fence. If you are worried about the downtown then clean up the Main Street buildings.

Thank you,
Vicki Sele



PROCLAMATION

Denouncing Racism in Sweet Home

WHEREAS, we are grieved and deeply saddened to hear that a neighbor has been poorly treated while visiting our community, and

WHEREAS, as a city, we ask for forgiveness for any people who have ever been harmed directly or indirectly by our community in the past, whether distant or recent, and

WHEREAS, history has tragically taught us what happens when people stand by and allow acts of hatred to occur, and

WHEREAS, we desire to train our young people to honor all people, and

WHEREAS, we strongly encourage all leaders, guardians, parents, and teachers to teach those in their care to demonstrate equal respect, sincere appreciation, and care for everyone, and

WHEREAS, we seek to build a better community, and

WHEREAS, we as the Sweet Home City Council condemn any words, behaviors, or attitudes that provoke fear, shame, or hostility towards another person.

NOW, THEREFORE, be it resolved that the Sweet Home City Council denounces all forms of racism and ask our community to look deeply and continuously in their hearts and minds to identify all signs and vestiges of racism; to rebuke the use of racist language and behavior towards others; to root out such racism in daily life and daily encounters with persons we may know and with strangers we may not know; and to expand our consciousness to be more aware and sensitive to expressions of racism and racial stereotypes.

PROCLAIMED this 25th day of January 2022.

Greg Mahler, Mayor

Diane Gerson, President Pro-Tem

Dave Trask, Councilor

Lisa Gourley, Councilor

Susan Coleman, Councilor

Angelita Sanchez, Councilor

Dylan Richards, Councilor



Finance Department

MEMORANDUM

To: Sweet Home City Council
Ray Towry, City Manager

From: Brandon Neish, Finance Director

RE: Financial Status Update for Fiscal Year 2022 – Second Quarter

The second quarter of fiscal year 2022 ended December 31, 2021. Fiscal year 2022 represents a “return to normal” in terms of City-wide operations. With restrictions being lifted in Oregon originally on June 30, the City pushed ahead with fully reopening its facilities and getting back to a normal rhythm. Fortunately, while the COVID Delta and now Omicron variants resulted in the state reinstating many of the mandates seen throughout the previous year, closures have been limited in scope and many of our City facilities remain open to business. Alternatively, economic indicators are all over the map as interest rates remain at near all-time lows (though are starting to climb), inflation forecasts remain high (CPI-W for 2021 registered at 7.0%) and the housing market is seeing some cooling in sales as mortgage rates rise (though market values are still extremely high). Staff remains optimistic that 2022 will be a strong year while monitoring for potential slowdowns that would impact fund balances negatively.

Q2 finished strong with all revenue lines exceeding last year’s year-to-date totals, except grants, accounts continuing to trend higher than budgeted estimates and expenditures down from the same period last year.

Investments

Interest earnings on investments is a key component to cash management and important for management and the City Council to be informed of. During the second quarter of 2022, the City generated \$15,743.43 (~.45%) in interest on Local Government Investment Pool (LGIP) cash, \$11.53 on cash sitting in the City’s local accounts and \$2,604.05 (+62% over Q1) from investments. This equates to \$18,359.03, an 8.0% decrease over the prior quarter.

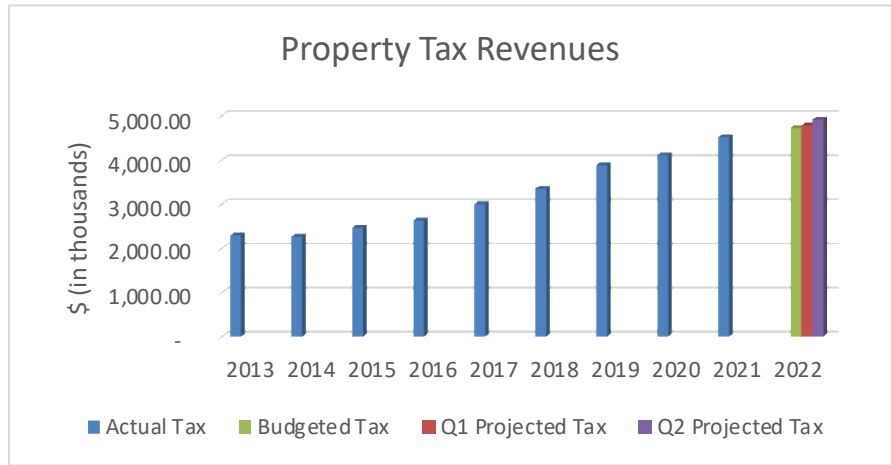
A major driver in the reduction of interest earnings for the second quarter is the rate reduction imposed by the LGIP. The rate was revised twice during the quarter from .55% to .49% then again to .45% where it current resides. Today, market rates are beginning to increase after action from the Federal Reserve Board but it will be a while before the rate in the LGIP is increased. I anticipate the LGIP rate to remain at .45% for the remainder of the fiscal year.

At the end of the 2021 calendar year, the City was sitting on \$16.1 million in cash-on-hand and \$2.3 million in investments, more cash than the City has held in recent history. The City purchased \$1.3 million over 2021 in a mix of primarily bonds and some equities (stocks) and \$2.4 million since the investment program began in July 2020 (\$100k has already matured and been returned to City accounts). As interest rates begin to rise again after the historical low rates during the pandemic, watch for City investments to net additional proceeds. The art of investing is a delicate balance ensuring higher yields on investment accounts than proceeds from the LGIP.

Property Taxes

Property tax revenue continues to look strong as tax proceeds began rolling in during the month of November. The City had planned for a 3% assessed value increase on taxable properties in Sweet Home but is ultimately seeing a 4% increase after the County reassessed nearly 3,500 accounts within the Sweet Home taxing district. For the City’s permanent rate (general fund tax revenue), estimates show a nearly equal collection compared to the initial budget (estimated excess of 1.7%) while the Police Department and Library levies show an extra \$160k (4.6%) and \$22k (4.3%) in additional revenue generation respectively.

In terms of compression, the City continues to see a reduction in compression as real market values continue to rise in Sweet Home. The 2022 adopted budget planned for a compression rate of 13% for this fiscal year which impacts the Police and Library budgets solely. According to County tax reports, compression is 11.5% contributing to the additional revenue anticipated in the Police and Library funds.

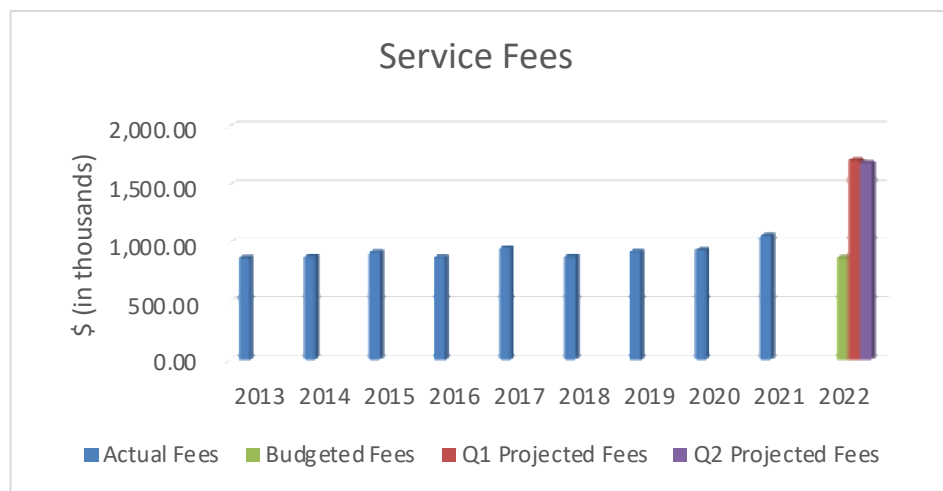


Overall, the current projection for property taxes is 4.12% above the adopted budget. The City projects it will generate \$4,919,517 in property tax revenue for the 2022 fiscal year with the adopted budget totaling \$4,725,178, a \$194k increase.

Service Charges

If property tax revenues were good news in this report, service charges will represent great news and the rest of the report likely won’t get any better. Service charges in the second quarter were revised downward slightly from the first quarter but are still 57.9% higher than the second quarter of the prior year and the forecast shows a 91.8% increase by fiscal year end. Driving this major swing from the prior year and budget is the inclusion of the increased (and in a few cases, new) system development fees.

After Council action increasing SDCs in May 2021, the City is starting to see this revenue come in droves. Through the second quarter of 2022, SDCs totaled \$188,038. Specifically in water and wastewater where SDC fees have existed previously, SDC revenue totaled \$162,431 while the past five years has seen an average of \$33,764 collected in the second quarter. In other fees, revenue generation is 44.8% higher in the first six months of 2022 compared to the previous eight years.

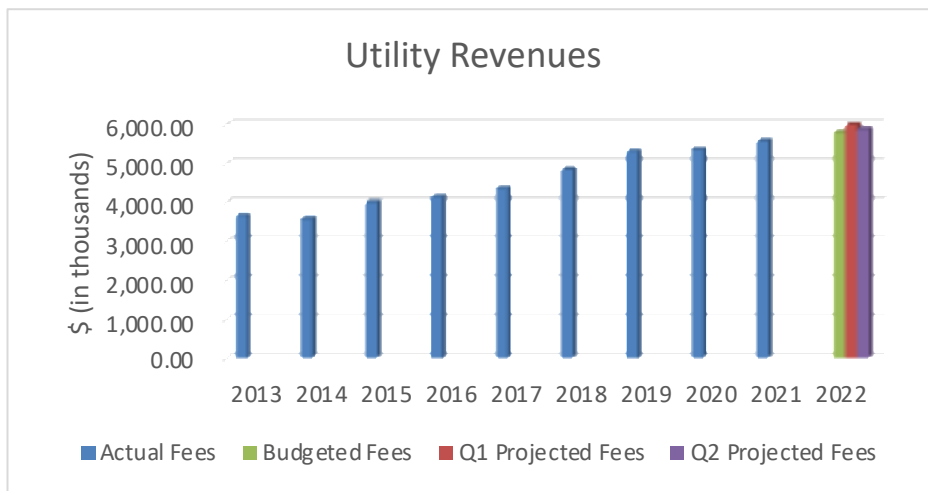


While service charges are higher, it is important to note that SDC fees for storm water, parks and streets were not budgeted for 2022 due to the unknown (no previous SDC fees existed for these

areas). This forecast is based on extremely early receipts and will likely change for the remaining quarters. Expect to see the overall projection fall but remain significantly above the adopted budget of \$880k for the fiscal year.

Utility Revenues

For the first quarter, utility revenues are up 5.4% over the second quarter of the prior year. Budgeted at \$5.8 million, staff expects that utility revenues will receipt an additional \$75k above budget by the end of June.

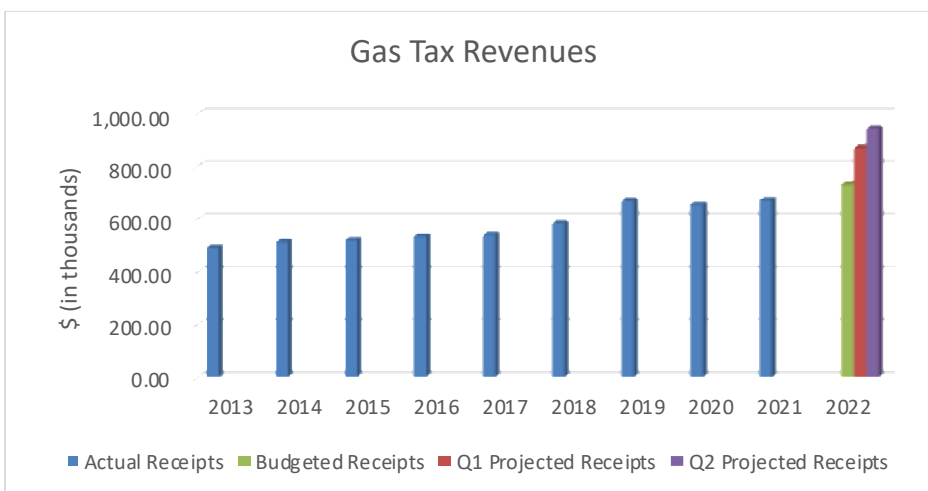


The primary driver behind this increase is the increase in the storm water fee that added \$2 to a residential utility bill beginning in July 2021 (commercial is based on a different calculation). What could impact this forecast in the long term is a drag on the overall economy which may force residents and businesses to cut back or consider paying for other needs over utility fees. We've already seen some adjustment in the forecast as

the new forecast is 1.8% less than the prior forecast at the end of Q1. The City continues to be flexible with customers during the pandemic though most payment plan options have been taken off the table as an option (barring extenuating circumstances). This may slow revenue generation overall and spread out the revenue receipts in future fiscal quarters.

Gas Taxes

Gas tax revenue is paid by motorists who utilize DMV services, filling up fuel tanks resulting in fuel tax receipts and those who are required to pay tolls, ODOT permit fees, trucking fees and more.

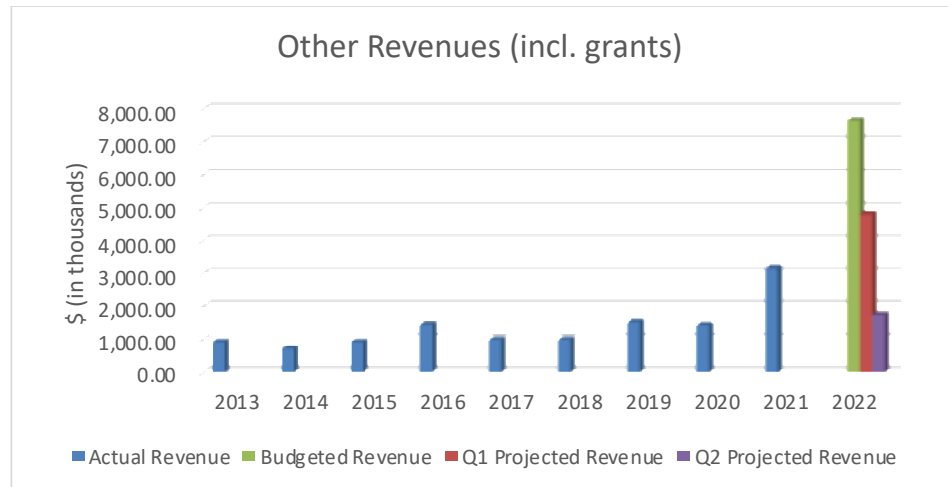


The revenue is collected by the Oregon Department of Transportation (ODOT) and distributed to cities and counties across Oregon. The City expects to receive a total of \$945k this fiscal year which is 28.8% higher than budget. Driving the increase is a contribution from ODOT as part of funding they received from the CARES

act. Cities across Oregon received an additional allotment and Sweet Home's allotment was \$140k. With many street projects already under construction, the additional funding will be used to continue making progress on City streets that need help and putting asphalt down in future fiscal years.

Other Revenues

Included in “other revenues” are building permits, interest, grants and other miscellaneous revenues. Through December 2021, other revenue is down 75.4% primarily due to grant receipts as both the Library and Community & Economic Development had received substantial grants in the first quarter of the prior year. Included with other revenues this year was \$5.2 million in grant funds from the State of Oregon for the Wastewater Treatment Plant. Initial plans had construction beginning in the third quarter of the fiscal year but that schedule has now been pushed back. Construction is unlikely to begin in the current fiscal year. As such, it is highly unlikely that any of the state’s grant funds will be received this year resulting



in less revenue for this category. Silver lining: less revenue means less spending as the state’s grant is a reimbursable grant. Look for additional decreases during the fiscal year in this projection but a related drop in capital spending as well (a net zero effect).

Personnel

Personnel expenditures generally make up nearly 50% of the City’s overall expenditures annually. For fiscal year 2022, personnel expenditures were budgeted at \$6.5 million, and the City’s current projection now shows that we will fall below that budget. second quarter expenditures are up 9.2% from the prior year primarily due to the COVID premiums approved by the City Council for payment in August 2021. This is down from over 14% at the end of the first quarter indicating that vacancies are impacting overall spending in personnel. Today’s forecast estimates personnel spending at \$5.9 million. I don’t anticipate this to fall much more (if at all) as the Police Department and Public Works have filled most of their vacant positions to-date.

Materials & Service and Capital Outlay

During the prior fiscal year, a spending freeze prevented departments from purchasing items during the first five months of the fiscal year. For 2022, no such freeze exists, and departments are eager to continue the progress they’ve made. Materials & Service and Capital spending is up nearly 50% for the second quarter due to significant capital projects completed in the first half of the year. Specifically, overlays on multiple City streets, the \$350k purchase of ultrasonic water meters thus far and the down payment for the Highway 20 sidewalk project with ODOT are driving costs this fiscal year. \$13.8 million was budgeted for 2022 and current spending across these accounts yields an estimate of \$9.1 million spent for the year. As explained previously, spending on the Wastewater Treatment Plant is expected to fall drastically as the build calendar has been pushed out to the 2023 fiscal year with December 2022 slated as the anticipated construction start.



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Ordinance Bill No. 1 for 2022 Sweet Home Ordinance Amending Certain Sections of the Building Code

Preferred Agenda: January 25, 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: SHMC §15.01.090, SHMC §15.03.020

Towards Council Goal: Aspiration II, Effective and efficient local government; Aspiration IV, viable and sustainable essential services; Goal 2.1: update and streamline processes.

Attachments: Ordinance Bill No. 1 For 2022, Sweet Home Ordinance Amending Certain Sections of the Building Code

Purpose of this RCA:

In order to better comply with State law, City Staff recommend amending City Code to update the City’s building code board of appeals and clarify the authority of the Building Official.

Background/Context:

In 2021, the State legislature passed SB 866, which includes additional requirements for Cities that contract with a third-party for the duties of the Building Official, including plan review and building inspection services. Among other regulations, this law imposes requirements for the City’s building code board of appeals that affects who may serve on that board.

For several years, the City has contracted with NW Code Professionals for all duties of the building official, including inspections, plan reviews, and enforcement of the building code.

In addition, SB 866 requires the City to submit an updated building program operating plan, which specifies the Building Official’s source of authority, and outlines options for appealing the Building Official’s decisions. City Staff recommend updating the City Code to clarify that the Building Official has the authority to enforce the Building Code through inspections, investigations, stop work orders, occupancy violations, and the imposition of civil penalties. This authority is already present in the City’s code, however, Staff believe that the Code should be amended to better communicate this authority.

The Challenge/Problem:

How do we comply with State law and adequately communicate the Building Official’s authority?

Stakeholders:

- Sweet Home Residents and Property Developers – Residents and Property Developers deserve a well-administered building code, with clear requirements and effective methods of appeal.
- Sweet Home City Council – Council members are the voice of the citizens they serve and represent, and are responsible for oversight over appointed officials, such as the Building Official.
- City of Sweet Home Staff – Current City Staff do not have the expertise to conduct plan reviews and building inspections.
- NW Code Professionals – NW Code desires to continue the existing relationship with the City for the duties of the Building Official.

Issues and Financial Impacts:

No financial impact.

Elements of a Stable Solution:

An ideal outcome would be to amend the City’s code to comply with State Law, as well as clearly communicate the authority of the Building Official.

Options:

1. Do Nothing – Make no amendments to City Code. This would cause the City to be out of compliance with State law.
2. Motion to conduct a first reading of the proposed ordinance as written, followed by a motion to conduct a second reading by title only – A unanimous vote in favor of the proposed ordinance would allow a second reading to be held at the same meeting. This would speed passage of the ordinance.
3. Motion to conduct a first reading of the proposed ordinance as written, followed by a motion to move the ordinance forward to a second reading at the February 8th Council meeting.
4. Motion to conduct a first reading of the proposed ordinance with changes, followed by a motion to conduct a second reading by title only – A unanimous vote in favor of the proposed ordinance with changes would allow a second reading to be held at the same meeting. This would speed passage of the ordinance.
5. Motion to conduct a first reading of the proposed ordinance with changes, followed by a motion to move the ordinance forward to a second reading at the February 8th Council meeting.
6. Reject the proposed ordinance and direct staff to investigate other options – Direct staff to research other ways to comply with State Law.

Recommendation:

Staff recommends option 2: Motion to conduct a first reading of the proposed ordinance as written, followed by a motion to conduct a second reading by title only.

ORDINANCE BILL NO. 1 FOR 2022

ORDINANCE NO. _____

SWEET HOME ORDINANCE AMENDING CERTAIN SECTIONS OF SHMC CHAPTER 15.01 ADMINISTRATION AND ENFORCEMENT BUILDING CODE AND SHMC CHAPTER 15.03 VARIOUS CODES WITH EXPEDIENCY CLAUSE

WHEREAS, The City of Sweet Home needs to synchronize its code with the state law for the appeal process to operate in an effective manner; and,

WHEREAS, The City of Sweet Home desires to specify some of the functions of the Building Official,

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

Section 1. SHMC §15.01.090(A) first sentence is amended to read as follows:

A. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relating to the waiver of a plan review, an inspection, a provision of the building code, or an alternative material, design or method of construction interpretation by the Building Official with regard to the building code, there shall be and is hereby created a Board of Appeals.

Section 2. SHMC §15.01.090(A)(1) is amended to read as follows:

1. The Board of Appeals shall consist of the Building Official of Linn County or an adjacent county and members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City of Sweet Home. An individual who engages in the business of building design or construction may be a member of the board, but may not hear an appeal of a contract building official's discretionary decision concerning a project that involves a business, or competitor of a business, that: a. the individual owns or manages or for which the individual provides services as an employee, agent or contractor; or b. a family member or a member of the individual's householder owns or manages or for which the family member or member of the household provides services as an employee, agent or contractor.

Section 3. SHMC §15.01.090(A)(2) is amended to read as follows:

2. The Board of Appeals cannot include a contract building official or an owner, manager, director, officer or employee of a person that performs building inspections.

Section 4. SHMC §15.03.020 is amended to read as follows:

The Building Official has authority to enforce Sweet Home Municipal Code Titles 15, 16, and 17. Such enforcement may include but is not limited to:

- A. Inspections and Investigations
- B. Issuance of Stop Work Orders
- C. Occupancy Violations
- D. Imposition of Civil Penalties

Section 5. EXPEDIENCY CLAUSE. It is hereby adjudged and declared by the Sweet Home City Council that existing conditions are such that this ordinance is needed to be in effect at the time and date of its passage by the City Council and approval by the Mayor and it is hereby declaring an emergency to promote the public health, safety and welfare.

PASSED by the Council and approved by the Mayor this ___ day of _____, 2022.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



City of Sweet Home
 3225 Main Street
 Sweet Home, OR 97386
 541-367-5128
 Fax 541-367-1215
 www.sweethomeor.gov

Finance Department

To: City Council
 Ray Towry, City Manager

From: Brandon Neish, Finance Director

Subject: Finance Department Monthly Report – November & December 2021

The Finance Department is responsible for the for the fiscal management of the City of Sweet Home. This includes accounts payable, payroll, general accounting, preparing the annual budget and the city’s annual audit. This department also administers the city’s assessment docket, coordinates employee’s benefits and maintains financial records relating to grants and contracts. The following information represents the department’s activities during the months of **November & December 2021**.

	December 2021	November 2021	YTD	Fiscal Year 2021	Prior Five- Year Average
Accounts Payable					
Chks printed	201	174	980	2,099	2,037
Exp. Total	\$1,693,438.39	\$1,428,745.22	\$5,461,822.82	\$9,419,358.90	\$7,448,251.05
Passports					
Processed	7	26	132	260	280*
Photos taken	9	14	129	254	249*
* Data back to August 2018					
Lien Searches	47	48	338	765	680

	December 2021	November 2021	YTD	Fiscal Year 2021	Prior Five- Year Average
Utility Billing					
Service requests	193	298	1,227	2,000	2,119*
New accounts	16	12	89	138	138*
Net account changes	+2	-2	+9	+26	+26*
Statements processed	3,218	3,229	16,064	35,410	35,140*
Past-due notices sent	1,708	917	5,008	9,916	10,764*
Accounts scheduled for turn-off	54	61	279	503	516*

Below is a list of the checks that were equal to or exceeded \$5,000 and their purpose (if not clear on check listing).

Check No.	Vendor	Description	Amount	Fund
93327	Business Oregon	Loan payment	\$280,923.82	Water Fund (500)
93334	Correct Equipment, Inc.	Ultrasonic water meters	\$149,977.47	Water Fund (500)
93351	Oregon Dept. of Administrative Services	Generator & fuel tank	\$ 60,000.00	General Fund (100)
93354	Oregon Dept. of Transportation	Hwy 20 STIP deposit	\$ 12,250.00	Street Maint. Fund (570)
93393	Correct Equipment, Inc.	2-3" meters	\$ 25,615.00	Water Fund (500)
93396	David Dougherty	Streetscape plan development	\$ 5,185.00	Economic Development (760)
93402	Graphics Equipment	WWTP belt press repairs	\$ 5,004.00	Sewer Fund (550)
93414	Linn County Treasurer	Transient occupancy tax collection	\$ 10,919.57	General Fund (100)
93422	Newco, Inc.	Sodium hypochloride for water plant	\$ 7,316.00	Water Fund (500)
93425	Northstar Chemical, Inc.	Sodium hypochloride	\$ 14,490.55	Water Fund (500)
93430	Oregon Dept. of Transportation	Hwy 20 STIP project prep	\$ 9,743.77	Street Maint. Fund (570)
93446	Sternberg Laterns, Inc.	Lights for Sankey Park	\$ 7,800.00	General Fund (100)

<u>Check No.</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>
93448	Sweet Home River of Life Fellowship	CEIP grant	\$ 15,000.00	Economic Development (760)
93450	The Automation Group, Inc.	Streaming current monitor capital project	\$ 41,460.00	Water Depreciation Fund (503)
93463	ClearGov, Inc.	Budget/ Transparency software	\$ 11,898.67	Internal Service Fund (290)
93481	Linn County Tax Collector	Property Tax 4296 Osage St (Flex Bldg)	\$ 8,778.24	General Fund (100)
93490	Sweet Home Veterinary Hospital	CEIP grant	\$ 5,183.61	Economic Development (760)
93535	A-Team Services, LLC	Sewer lateral 1651 13 th Ave.	\$ 10,000.00	Sewer Fund (550)
93573	Knife River Corp NW	Phase 2 paving project	\$484,339.63	Gas Tax Fund (575)
93587	Newco, Inc.	Treatment chemicals for water plant	\$ 11,403.50	Water Fund (500)
93594	Oregon Dept. of Transportation	Final deposit for Hwy 20 STIP	\$285,091.00	Street Maint. Fund (570)
93626	Western Oilfields Supply Company	Tank cleaning	\$ 10,135.00	Water Fund (500)

Bank Reconciliation

Checks by Date

User: bneish
 Printed: 01/20/2022 - 11:51AM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
93314	11/10/2021	JADE ADDIS		AP		33.92
93315	11/10/2021	SHERRY AMREIN		AP		78.84
93316	11/10/2021	BRITNEY BENNETT		AP	11/30/2021	73.37
93317	11/10/2021	SALLY COOK		AP		56.34
93318	11/10/2021	HOME DEPOT CREDIT SERVICES		AP	11/30/2021	32.34
93319	11/10/2021	TODD TOTTE		AP	11/30/2021	100.00
93320	11/10/2021	BRANDI TROTTER		AP		137.23
93321	11/10/2021	TWGW, INC. NAPA AUTO PARTS		AP	11/30/2021	870.30
93322	11/10/2021	AMBER WINSTEAD		AP		30.32
0	11/16/2021	Quadient Finance USA, Inc.		AP		39.00
0	11/16/2021	PACIFIC POWER		AP		24,273.73
0	11/16/2021	METEREADERS, LLC		AP		1,894.20
0	11/16/2021	AT&T Mobility/First Net		AP		651.35
0	11/16/2021	CENTURYLINK		AP		286.20
0	11/16/2021	Waste Connections, Inc.		AP		6,908.64
0	11/16/2021	CENTURYLINK - Bus		AP		3,171.45
0	11/16/2021	CENTURYLINK		AP		39.99
93323	11/16/2021	Eugene A-1 Coupling & Hose, Inc.		AP	11/30/2021	37.52
93324	11/16/2021	ALSCO		AP	11/30/2021	418.22
93325	11/16/2021	Elijah Robert Lloyd Brown		AP	11/30/2021	355.00
93326	11/16/2021	Bucher Municipal North America, Inc.		AP	11/30/2021	1,607.93
93327	11/16/2021	BUSINESS OREGON		AP	11/30/2021	280,923.82
93328	11/16/2021	Canon Financial Services, Inc.		AP	11/30/2021	458.71
93329	11/16/2021	COMCAST		AP	11/30/2021	92.46
93330	11/16/2021	COMCAST		AP	11/30/2021	149.85
93331	11/16/2021	COMCAST		AP	11/30/2021	158.30
93332	11/16/2021	COMCAST		AP	11/30/2021	88.40
93333	11/16/2021	COMCAST BUSINESS		AP	11/30/2021	3,014.00
93334	11/16/2021	Correct Equipment, Inc.		AP	11/30/2021	149,977.47
93335	11/16/2021	CUES, Inc.		AP	11/30/2021	1,093.65
93336	11/16/2021	FASTENAL COMPANY		AP	11/30/2021	73.37
93337	11/16/2021	Ferguson Enterprises, LLC #3011		AP	11/30/2021	576.13
93338	11/16/2021	Forster Locksmith Services, Inc.		AP	11/30/2021	503.75
93339	11/16/2021	HOME DEPOT CREDIT SERVICES		AP		284.99
93340	11/16/2021	JOHN DEERE FINANCIAL		AP	11/30/2021	179.96
93341	11/16/2021	LINN COUNTY PARKS DEPARTMEN		AP	11/30/2021	40.00
93342	11/16/2021	LINN COUNTY RECORDER		AP	11/30/2021	95.00
93343	11/16/2021	Moore Holding Corporation		AP	11/30/2021	3,206.00
93344	11/16/2021	Lagea Mull		AP	11/30/2021	220.66
93345	11/16/2021	NATIONAL PHOTOCOPY CORPORA		AP	11/30/2021	931.27
93346	11/16/2021	Net Assets Corporation		AP	11/30/2021	628.00
93347	11/16/2021	NORM'S ELECTRIC, INC.		AP	11/30/2021	110.00
93348	11/16/2021	Northwest Natural		AP	11/30/2021	907.41
93349	11/16/2021	Northwest Sign Recycling, LLC		AP	11/30/2021	3,182.06
93350	11/16/2021	OFFICE DEPOT		AP	11/30/2021	276.82
93351	11/16/2021	OREGON DEPT. OF ADMINISTRATI		AP		60,000.00

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
93352	11/16/2021	OREGON DEPT. OF ENVIRONMEN		AP	11/30/2021	160.00
93353	11/16/2021	OREGON DEPT. OF TRANSPORTAT		AP	11/30/2021	1,733.38
93354	11/16/2021	OREGON DEPT. OF TRANSPORTAT		AP	11/30/2021	12,250.00
93355	11/16/2021	OREGON PERMIT TECHNICIANS A		AP		40.00
93356	11/16/2021	Oregon State Treasury		AP		897.75
93357	11/16/2021	Chris Patton		AP	11/30/2021	119.00
93358	11/16/2021	PURCHASE POWER		AP	11/30/2021	31.22
93359	11/16/2021	Quality Control Services, Inc.		AP	11/30/2021	520.00
93360	11/16/2021	Rural Development Initiatives, Inc.		AP		20,000.00
93361	11/16/2021	GINA RILEY		AP		49.99
93362	11/16/2021	Safeguard Business Systems, Inc.		AP	11/30/2021	228.30
93363	11/16/2021	SENIOR CITIZENS OF SWEET HOM		AP	11/30/2021	23,848.00
93364	11/16/2021	SOUTH FORK TRADING CO., INC.		AP	11/30/2021	114.40
93365	11/16/2021	Sunset Electric, Inc.		AP	11/30/2021	655.00
93366	11/16/2021	SUNSHINE INDUSTRIES UNLIMITE		AP	11/30/2021	1,313.00
93367	11/16/2021	Tell & Sell, Inc.		AP		49.00
93368	11/16/2021	TK Elevator Corporation		AP	11/30/2021	92.95
93369	11/16/2021	WELLS FARGO FINANCIAL LEASIN		AP	11/30/2021	734.00
93370	11/16/2021	Scottmiriam, Inc.		AP		949.94
0	11/19/2021	SWEET HOME POLICE EMPLOYEE		AP		1,080.00
0	11/19/2021	MEDICARE		AP		9,460.48
0	11/19/2021	ASI-PAYROLL DEDUCTIONS		AP		286.50
0	11/19/2021	FEDERAL PAYROLL TAXES		AP		33,019.86
0	11/19/2021	SWEET HOME COMMUNITY FOUN		AP		139.13
0	11/19/2021	FICA PAYROLL TAXES		AP		39,685.30
0	11/19/2021	AFLAC		AP		673.06
0	11/19/2021	Zions Bancorporation, National Associa		AP		318,110.00
0	11/19/2021	Vantagepoint Trf. Agents 705507		AP		608.33
0	11/19/2021	Staples, Inc.		AP		1,331.65
0	11/19/2021	PETROCARD		AP		2,818.92
0	11/19/2021	HSA - PAYROLL DEDUCTIONS		AP		1,515.00
0	11/19/2021	Vantagepoint Trf. Agents 300619		AP		2,470.00
0	11/19/2021	EBS TRUST		AP		91,268.85
0	11/19/2021	NATIONWIDE-PAYROLL DEDUCTIO		AP		850.00
0	11/19/2021	OREGON PAYROLL TAXES		AP		20,760.28
0	11/19/2021	Waste Connections, Inc.		AP		302.96
0	11/19/2021	Vantagepoint Trf. Agents 108524/10904		AP		32,141.90
0	11/19/2021	PERS		AP		11,820.11
93373	11/19/2021	OREGON AFSCME COUNCIL 75		AP	11/30/2021	1,241.21
93374	11/19/2021	STEELHEAD STRENGTH & FITNES		AP		553.80
93375	11/19/2021	HOY'S TRUE VALUE		AP	11/30/2021	407.86
93376	11/19/2021	911 Supply, Inc.		AP	11/30/2021	2,414.41
93377	11/19/2021	Eugene A-1 Coupling & Hose, Inc.		AP	11/30/2021	387.87
93378	11/19/2021	Jason Adamson		AP	11/30/2021	1,305.00
93379	11/19/2021	ALBERTSONS / SAFEWAY		AP		25.00
93380	11/19/2021	ALSCO		AP		434.91
93381	11/19/2021	ALTERNATIVE POWER SYSTEMS, I		AP		1,553.06
93382	11/19/2021	LORI BARNES		AP	11/30/2021	69.89
93383	11/19/2021	BI-MART CORPORATION		AP		16.92
93384	11/19/2021	Blue Moon Property		AP		50.00
93385	11/19/2021	Bode Cellmark Forensics, Inc.		AP		317.70
93386	11/19/2021	BUCK'S SANITARY SERVICE, INC.		AP	11/30/2021	230.00
93387	11/19/2021	Bull Marilyn Kay		AP		533.75
93388	11/19/2021	Cascade Timber Consulting, Inc.		AP	11/30/2021	90.00
93389	11/19/2021	CITY OF ALBANY POLICE DEPART		AP		1,000.00
93390	11/19/2021	COMCAST		AP	11/30/2021	92.46

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
93391	11/19/2021	COMCAST		AP	11/30/2021	149.85
93392	11/19/2021	Consolidated Supply Co.		AP	11/30/2021	1,362.03
93393	11/19/2021	Correct Equipment, Inc.		AP		25,615.00
93394	11/19/2021	Dan Dee Sales		AP	11/30/2021	580.96
93395	11/19/2021	DMV - Driver and Motor Vehicle Serv		AP		11.50
93396	11/19/2021	David Dougherty		AP		5,185.00
93397	11/19/2021	Economy Supply of Lebanon, Inc.		AP		692.82
93398	11/19/2021	Edge Analytical, Inc.		AP		1,070.00
93399	11/19/2021	FASTENAL COMPANY		AP	11/30/2021	271.15
93400	11/19/2021	Ferguson Enterprises, LLC #3011		AP	11/30/2021	4,779.64
93401	11/19/2021	Government Ethics Commission		AP		768.35
93402	11/19/2021	Graphics Equipment		AP		5,004.00
93403	11/19/2021	Grove, Mueller & Swank, P.C., Inc.		AP	11/30/2021	15,000.00
93404	11/19/2021	Danley P. Hutchins		AP	11/30/2021	988.20
93405	11/19/2021	INNOVATIVE CREDIT SOLUTIONS		AP		34.00
93406	11/19/2021	INTERTECH, INC.		AP		750.00
93407	11/19/2021	Ray O. Jackman		AP	11/30/2021	3,000.00
93408	11/19/2021	JOHN DEERE FINANCIAL		AP	11/30/2021	57.88
93409	11/19/2021	Eugene Kazemier		AP		35.00
93410	11/19/2021	SARAH LARSEN		AP		103.02
93411	11/19/2021	Legend Data Systems, Inc.		AP	11/30/2021	159.75
93412	11/19/2021	LIBERTY ROCK PRODUCTS, INC.		AP		194.25
93413	11/19/2021	Linde Gas & Equipment, Inc.		AP		75.27
93414	11/19/2021	LINN COUNTY TREASURER		AP	11/30/2021	10,919.57
93415	11/19/2021	Liquid Measure, Inc.		AP	11/30/2021	400.28
93416	11/19/2021	JULIA MILLER		AP		41.44
93417	11/19/2021	Moore Holding Corporation		AP		1,193.00
93418	11/19/2021	MOOSE CREEK MACHINE & REPAI		AP	11/30/2021	2,250.00
93419	11/19/2021	Devennie Moreno		AP	11/30/2021	30.00
93420	11/19/2021	Nation's Mini Mix, Inc.		AP	11/30/2021	939.00
93421	11/19/2021	New Flo Plumbing, Inc.		AP		187.00
93422	11/19/2021	Newco, Inc.		AP	11/30/2021	7,316.00
93423	11/19/2021	National Medical Services, Inc.		AP		265.00
93424	11/19/2021	NORM'S ELECTRIC, INC.		AP	11/30/2021	7,542.99
93425	11/19/2021	Northstar Chemical, Inc.		AP	11/30/2021	14,490.55
93426	11/19/2021	Northwest Sign Recycling, LLC		AP		86.96
93427	11/19/2021	OFFICE DEPOT		AP	11/30/2021	21.21
93428	11/19/2021	OFFICE DEPOT		AP	11/30/2021	37.69
93429	11/19/2021	OREGON DEPT. OF AGRICULTURE		AP	11/30/2021	50.00
93430	11/19/2021	OREGON DEPT. OF TRANSPORTATI		AP		9,743.77
93431	11/19/2021	OREGON HEALTH AUTHORITY - D		AP	11/30/2021	140.00
93432	11/19/2021	O REILLY AUTOMOTIVE, INC.		AP		330.29
93433	11/19/2021	Samantha Osborn		AP	11/30/2021	50.00
93434	11/19/2021	PASTEGA COFFEE SERVICE		AP	11/30/2021	178.20
93435	11/19/2021	Pointe Pest Control-OR, LLC		AP		280.00
93436	11/19/2021	Polydyne, Inc.		AP		2,610.00
93437	11/19/2021	Quality Control Services, Inc.		AP		290.00
93438	11/19/2021	RENEWABLE RESOURCE GROUP, I		AP	11/30/2021	460.00
93439	11/19/2021	LLOYD R RICE		AP	11/30/2021	147.50
93440	11/19/2021	Tyler Rucker		AP	11/30/2021	107.97
93441	11/19/2021	SAMARITAN HEALTH SERVICES, II		AP		375.00
93442	11/19/2021	SBRK Finance Holdings, Inc.		AP	11/30/2021	3,287.50
93443	11/19/2021	Scottmiriam, Inc.		AP		170.00
93444	11/19/2021	SOUTH FORK TRADING CO., INC.		AP	11/30/2021	60.67
93445	11/19/2021	Stericycle, Inc.		AP		1,041.76
93446	11/19/2021	Sternberg Lanterns, Inc.		AP		7,800.00

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
93447	11/19/2021	CRAIG STILL		AP	11/30/2021	58.00
93448	11/19/2021	Sweet Home River of Life Fellowship		AP		15,000.00
93449	11/19/2021	TAILORED SOLUTIONS CORP.		AP		510.00
93450	11/19/2021	The Automation Group, Inc.		AP	11/30/2021	41,460.00
93451	11/19/2021	THE BUILDING DEPARTMENT, LLC		AP		8,276.60
93452	11/19/2021	THRIFTWAY		AP		8,368.58
93453	11/19/2021	USA BLUE BOOK		AP		1,151.73
93454	11/19/2021	West Yost & Associates, Inc.		AP		23,340.15
93455	11/19/2021	WILCO		AP	11/30/2021	155.88
93456	11/19/2021	Rebecca Winderman		AP		100.00
93457	11/19/2021	IAN WINGO		AP		129.80
93458	11/23/2021	AMBER ASHCRAFT		AP		50.21
93459	11/23/2021	HUNTER OLSEN		AP		120.28
93460	11/23/2021	GREG SPRINGMAN		AP		32.97
0	12/1/2021	Vantagepoint Trf. Agents 705507		AP		608.33
0	12/1/2021	Amazon Capital Services, Inc.		AP		5,222.59
0	12/1/2021	HSA - PAYROLL DEDUCTIONS		AP		1,515.00
0	12/1/2021	PERS		AP		14,091.73
0	12/1/2021	Wex Bank		AP		6,409.35
0	12/1/2021	ASI-PAYROLL DEDUCTIONS		AP		286.50
0	12/1/2021	FEDERAL PAYROLL TAXES		AP		34,276.28
0	12/1/2021	NATIONWIDE-PAYROLL DEDUCTIO		AP		850.00
0	12/1/2021	OREGON PAYROLL TAXES		AP		20,798.05
0	12/1/2021	METEREADERS, LLC		AP		3,736.60
0	12/1/2021	AT&T Mobility/First Net		AP		3,319.94
0	12/1/2021	Staples, Inc.		AP		205.80
0	12/1/2021	SWEET HOME POLICE EMPLOYEE!		AP		1,080.00
0	12/1/2021	Vantagepoint Trf. Agents 300619		AP		4,180.00
0	12/1/2021	PETROCARD		AP		208.56
0	12/1/2021	MOONLIGHT BPO, INC.		AP		2,958.12
0	12/1/2021	FICA PAYROLL TAXES		AP		39,816.56
0	12/1/2021	Vantagepoint Trf. Agents 108524/10904		AP		32,865.48
0	12/1/2021	MEDICARE		AP		9,497.68
0	12/1/2021	AFLAC		AP		673.06
0	12/1/2021	SWEET HOME COMMUNITY FOUN		AP		139.13
0	12/1/2021	EBS TRUST		AP		84,444.09
93461	12/1/2021	BI-MART CORPORATION		AP		2,250.00
93462	12/1/2021	BULLARD LAW, P.C.		AP		5,595.00
93463	12/1/2021	ClearGov, Inc.		AP		11,898.67
93464	12/1/2021	COMCAST BUSINESS		AP		3,019.00
93465	12/1/2021	LINN COUNTY PARKS DEPARTMEN		AP		40.00
93466	12/1/2021	CHAYHOWA MCELHINNY		AP		60.00
93467	12/1/2021	CHAYHOWA MCELHINNY		AP		20.00
93468	12/1/2021	Newco, Inc.		AP		3,575.00
93469	12/1/2021	SWEET HOME CHAMBER OF COMI		AP		5,000.00
93470	12/1/2021	WELLS FARGO FINANCIAL LEASIN		AP		734.00
93471	12/1/2021	OREGON AFSCME COUNCIL 75		AP		1,235.98
93472	12/1/2021	STEELHEAD STRENGTH & FITNES		AP		588.90
0	12/8/2021	CENTURYLINK - Bus		AP		3,175.02
0	12/8/2021	CENTURYLINK		AP		39.99
0	12/8/2021	PACIFIC POWER		AP		24,330.67
93473	12/8/2021	ALSCO		AP		182.85
93474	12/8/2021	Dan Armstrong, Attorney at Law		AP		300.00
93475	12/8/2021	MICHELLE CAMPBELL		AP		60.59
93476	12/8/2021	COMCAST		AP		88.40
93477	12/8/2021	COMCAST		AP		108.35

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
93478	12/8/2021	Edge Analytical, Inc.		AP		2,280.00
93479	12/8/2021	SARAH KENYON		AP		60.59
93480	12/8/2021	KIP AMERICA, Inc.		AP		240.00
93481	12/8/2021	LINN COUNTY TAX COLLECTOR		AP		8,778.24
93482	12/8/2021	NATIONAL PHOTOCOPY CORPORA		AP		757.48
93483	12/8/2021	NATIONAL PHOTOCOPY CORPORA		AP		199.00
93484	12/8/2021	Net Assets Corporation		AP		461.00
93485	12/8/2021	Northwest Natural		AP		1,570.17
93486	12/8/2021	Quadient Leasing USA, Inc.		AP		675.81
93487	12/8/2021	SENIOR CITIZENS OF SWEET HOM		AP		22,913.00
93488	12/8/2021	Sunset Electric, Inc.		AP		45.00
93489	12/8/2021	SUNSHINE INDUSTRIES UNLIMITE		AP		1,313.00
93490	12/8/2021	Sweet Home Veterinary Hospital		AP		5,183.61
93491	12/8/2021	TK Elevator Corporation		AP		92.95
93492	12/8/2021	TWGW, INC. NAPA AUTO PARTS		AP		228.38
93493	12/8/2021	US POSTMASTER		AP		166.79
93494	12/8/2021	RAY WALTON		AP		14.73
93495	12/8/2021	MATHEW WHITMYER		AP		197.46
0	12/20/2021	Waste Connections, Inc.		AP		8,992.45
93496	12/20/2021	Eugene A-1 Coupling & Hose, Inc.		AP		1,355.16
93497	12/20/2021	CAROLYN ADAMS		AP		122.33
93498	12/20/2021	ALSCO		AP		52.52
93499	12/20/2021	BridgeTower OpCo, LLC		AP		53.24
93500	12/20/2021	BUCK'S SANITARY SERVICE, INC.		AP		291.50
93501	12/20/2021	Canon Financial Services, Inc.		AP		417.01
93502	12/20/2021	DANA COLELLA		AP		94.65
93503	12/20/2021	David Dougherty		AP		12,096.25
93504	12/20/2021	Ferguson Enterprises, LLC #3011		AP		789.07
93505	12/20/2021	Graphics Equipment		AP		299.55
93506	12/20/2021	DRAKE HARRISON		AP		32.92
93507	12/20/2021	Eugene Kazemier		AP		70.00
93508	12/20/2021	LISA & LOUIE KNIPE-VASQUEZ		AP		68.06
93509	12/20/2021	LIBERTY ROCK PRODUCTS, INC.		AP		146.86
93510	12/20/2021	Linde Gas & Equipment, Inc.		AP		84.63
93511	12/20/2021	Linn Haven Apartments		AP		100.00
93512	12/20/2021	KEVIN MAKINSON		AP		287.96
93513	12/20/2021	RON MESNA		AP		53.17
93514	12/20/2021	MICHAEL MITCHELL		AP		203.17
93515	12/20/2021	Lagea Mull		AP		25.13
93516	12/20/2021	Northstar Chemical, Inc.		AP		2,218.50
93517	12/20/2021	KELSIE OHLHAUSEN		AP		55.64
93518	12/20/2021	OREGON HEALTH AUTHORITY - D		AP		195.00
93519	12/20/2021	RENEWABLE RESOURCE GROUP, I		AP		176.00
93520	12/20/2021	LLOYD R RICE		AP		195.00
93521	12/20/2021	SAMARITAN HEALTH SERVICES, II		AP		960.00
93522	12/20/2021	SWEET HOME PREGNANCY CENTI		AP		3,146.60
93523	12/20/2021	Tell & Sell, Inc.		AP		81.38
93524	12/20/2021	The Automation Group, Inc.		AP		4,235.60
93525	12/20/2021	THE BUILDING DEPARTMENT, LLC		AP		6,545.32
93526	12/20/2021	USA BLUE BOOK		AP		1,193.34
93527	12/20/2021	W. W. Grainger, Inc.		AP		240.96
93528	12/20/2021	West Yost & Associates, Inc.		AP		165,436.09
93529	12/20/2021	WILBUR-ELLIS COMPANY, LLC		AP		64.30
93530	12/20/2021	Rebecca Winderman		AP		100.00
0	12/30/2021	UMPQUA BANK - ACH		AP		11,514.70
0	12/30/2021	MOONLIGHT BPO, INC.		AP		3,813.31

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	12/30/2021	Amazon Capital Services, Inc.		AP		5,039.38
0	12/30/2021	CENTURYLINK - Bus		AP		3,188.60
0	12/30/2021	Cascade Centers, Inc.		AP		9.20
0	12/30/2021	PETROCARD		AP		2,866.84
0	12/30/2021	AT&T Mobility/First Net		AP		1,147.38
0	12/30/2021	Wex Bank		AP		542.99
0	12/30/2021	METEREADERS, LLC		AP		1,815.80
93531	12/30/2021	911 Supply, Inc.		AP		2,422.29
93532	12/30/2021	Eugene A-1 Coupling & Hose, Inc.		AP		37.52
93533	12/30/2021	ALBERTSONS / SAFEWAY		AP		20.00
93534	12/30/2021	ALSCO		AP		403.45
93535	12/30/2021	A-Team Services, LLC		AP		10,000.00
93536	12/30/2021	BI-MART CORPORATION		AP		62.97
93537	12/30/2021	CHAR BLANKENSHIP		AP		38.27
93538	12/30/2021	Blue Moon Property		AP		50.00
93539	12/30/2021	BridgeTower OpCo, LLC		AP		153.24
93540	12/30/2021	Bucher Municipal North America, Inc.		AP		1,032.50
93541	12/30/2021	BULLARD LAW, P.C.		AP		1,829.16
93542	12/30/2021	JOHN BURCH		AP		112.64
93543	12/30/2021	CENTER POINT LARGE PRINT		AP		355.92
93544	12/30/2021	NICOLE COELHO		AP		54.88
93545	12/30/2021	COMCAST		AP		92.46
93546	12/30/2021	COMCAST		AP		149.85
93547	12/30/2021	COMCAST BUSINESS		AP		3,019.00
93548	12/30/2021	Consolidated Supply Co.		AP		1,664.71
93549	12/30/2021	Correct Equipment, Inc.		AP		193,316.96
93550	12/30/2021	CUB ALBANY PRINTING, INC.		AP		605.00
93551	12/30/2021	ANNQANET DALAON		AP		84.01
93552	12/30/2021	Dan Dee Sales		AP		122.96
93553	12/30/2021	Tad Davis		AP		319.00
93554	12/30/2021	Megan Dazey		AP		2,492.80
93555	12/30/2021	DEMCO, Inc.		AP		3,306.12
93556	12/30/2021	Dollar Tree		AP		4.00
93557	12/30/2021	Economy Supply of Lebanon, Inc.		AP		143.66
93558	12/30/2021	Enviro-Clean Equipment, Inc.		AP		156.75
93559	12/30/2021	FASTENAL COMPANY		AP		742.51
93560	12/30/2021	Ferguson Enterprises, LLC #3011		AP		2,452.12
93561	12/30/2021	GATEWAY IMPRINTS, INC.		AP		739.00
93562	12/30/2021	HOME DEPOT CREDIT SERVICES		AP		177.99
93563	12/30/2021	HOY'S TRUE VALUE		AP		902.30
93564	12/30/2021	HOY'S TRUE VALUE		AP		31.97
93565	12/30/2021	Danley P. Hutchins		AP		63.36
93566	12/30/2021	Idexx Distribution, Inc.		AP		773.13
93567	12/30/2021	INDUSTRIAL WELDING SUPPLY, IN		AP		59.50
93568	12/30/2021	INGRAM LIBRARY SERVICES		AP		1,517.43
93569	12/30/2021	Innovyze, Inc.		AP		1,930.00
93570	12/30/2021	INTERTECH, INC.		AP		300.00
93571	12/30/2021	JIMCO ELEC. CONTRACTING, INC.		AP		724.14
93572	12/30/2021	KEYBANK - Restitution		AP		60.00
93573	12/30/2021	Knife River Corporation - Northwest		AP		484,339.63
93574	12/30/2021	LEAGUE OF OREGON CITIES		AP		469.00
93575	12/30/2021	LESTER SALES		AP		44.85
93576	12/30/2021	Library Ideas, LLC		AP		767.10
93577	12/30/2021	Linde Gas & Equipment, Inc.		AP		85.26
93578	12/30/2021	LINN COUNTY PARKS DEPARTMEN		AP		40.00
93579	12/30/2021	KEVIN MAKINSON		AP		102.89

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
93580	12/30/2021	Mark Edward McAllister		AP		800.00
93581	12/30/2021	MICHAEL MCCALL		AP		85.11
93582	12/30/2021	McCrometer, Inc.		AP		462.38
93583	12/30/2021	CAROLYN MOFFET		AP		160.00
93584	12/30/2021	Municipal Code Corporation		AP		3,100.00
93585	12/30/2021	NATIONAL PHOTOCOPY CORPORA		AP		782.40
93586	12/30/2021	MISTY NEHER		AP		35.44
93587	12/30/2021	Newco, Inc.		AP		11,403.50
93588	12/30/2021	Northstar Chemical, Inc.		AP		3,416.40
93589	12/30/2021	O & M TIRE SHOP, INC.		AP		260.00
93590	12/30/2021	O REILLY AUTOMOTIVE, INC.		AP		5.97
93591	12/30/2021	OREGON CITY COUNTY MANAGEI		AP		247.05
93592	12/30/2021	OREGON DEPT. OF REVENUE		AP		3,195.00
93593	12/30/2021	OREGON DEPT. OF REVENUE		AP		297.00
93594	12/30/2021	OREGON DEPT. OF TRANSPORTAT		AP		285,091.00
93595	12/30/2021	OREGON DEPT. OF TRANSPORTAT		AP		20,267.70
93596	12/30/2021	OREGON HEALTH AUTHORITY - D		AP		200.00
93597	12/30/2021	OREGON PERS		AP		51.80
93598	12/30/2021	PACIFIC OFFICE AUTOMATION		AP		163.80
93599	12/30/2021	PASTEGA COFFEE SERVICE		AP		50.00
93600	12/30/2021	ZACH PAULETTO		AP		82.89
93601	12/30/2021	MARGARET PLAGMANN		AP		94.50
93602	12/30/2021	Pointe Pest Control-OR, LLC		AP		115.00
93603	12/30/2021	PROFESSIONAL SECURITY ALARM		AP		278.00
93604	12/30/2021	RENEWABLE RESOURCE GROUP, I		AP		660.00
93605	12/30/2021	RESERVE ACCOUNT		AP		300.00
93606	12/30/2021	LLOYD R RICE		AP		123.00
93607	12/30/2021	PATRICIA RICE		AP		210.00
93608	12/30/2021	JAMES RIGGS		AP		68.06
93609	12/30/2021	PIPER ROTHAN		AP		63.86
93610	12/30/2021	SAMARITAN HEALTH SERVICES, I		AP		72.00
93611	12/30/2021	SANTIAM FEED & GARDEN CENTE		AP		78.00
93612	12/30/2021	Scottmiriam, Inc.		AP		746.25
93613	12/30/2021	Scottmiriam, Inc.		AP		180.00
93614	12/30/2021	SOUTH FORK TRADING CO., INC.		AP		208.86
93615	12/30/2021	SWEET HOME ROTARY		AP		124.28
93616	12/30/2021	The Library Store, Inc.		AP		764.04
93617	12/30/2021	CHRISTA THOMPSON		AP		34.01
93618	12/30/2021	TK Elevator Corporation		AP		96.00
93619	12/30/2021	TRAFFIC SAFETY SUPPLY CO., INC		AP		92.86
93620	12/30/2021	Trans 360, Inc.		AP		1,657.57
93621	12/30/2021	TWGW, INC. NAPA AUTO PARTS		AP		516.96
93622	12/30/2021	USA BLUE BOOK		AP		5,331.23
93623	12/30/2021	W. W. Grainger, Inc.		AP		1,378.10
93624	12/30/2021	WALKER HEATING & AC, INC.		AP		1,505.55
93625	12/30/2021	West Yost & Associates, Inc.		AP		4,862.25
93626	12/30/2021	Western Oilfields Supply Company		AP		10,135.00
93627	12/30/2021	WILCO		AP		169.99
93628	12/30/2021	WILDISH SAND & GRAVEL CO.		AP		103.17

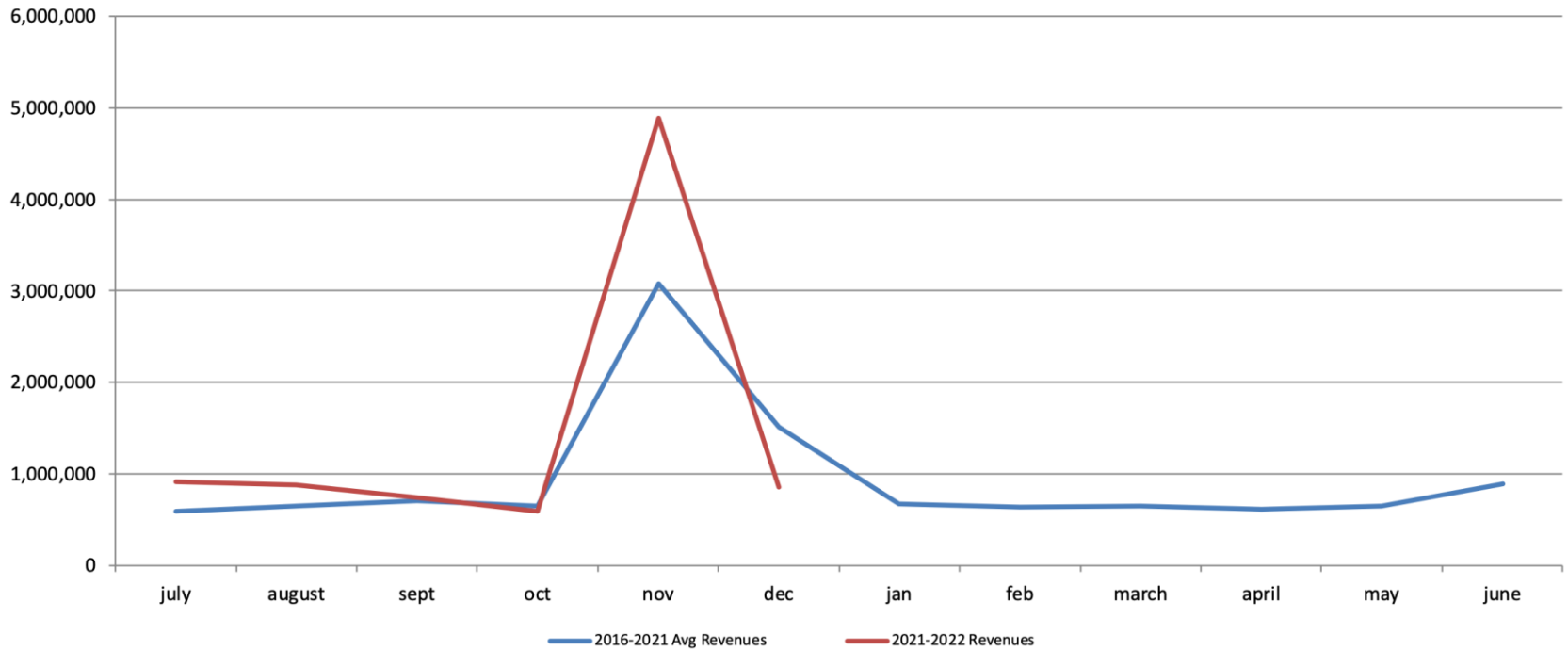
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Check No	Check Date	Name	Comment	Module	Clear Date	Amount
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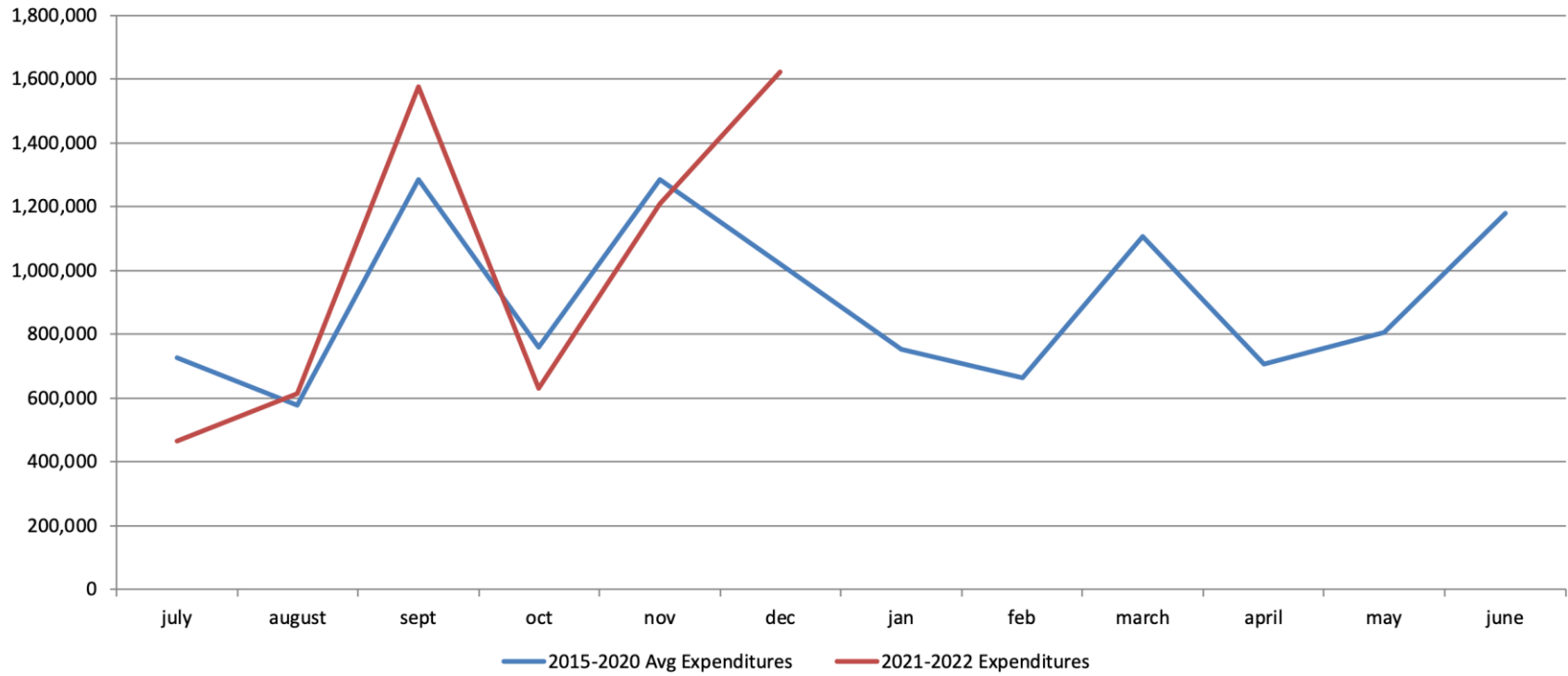
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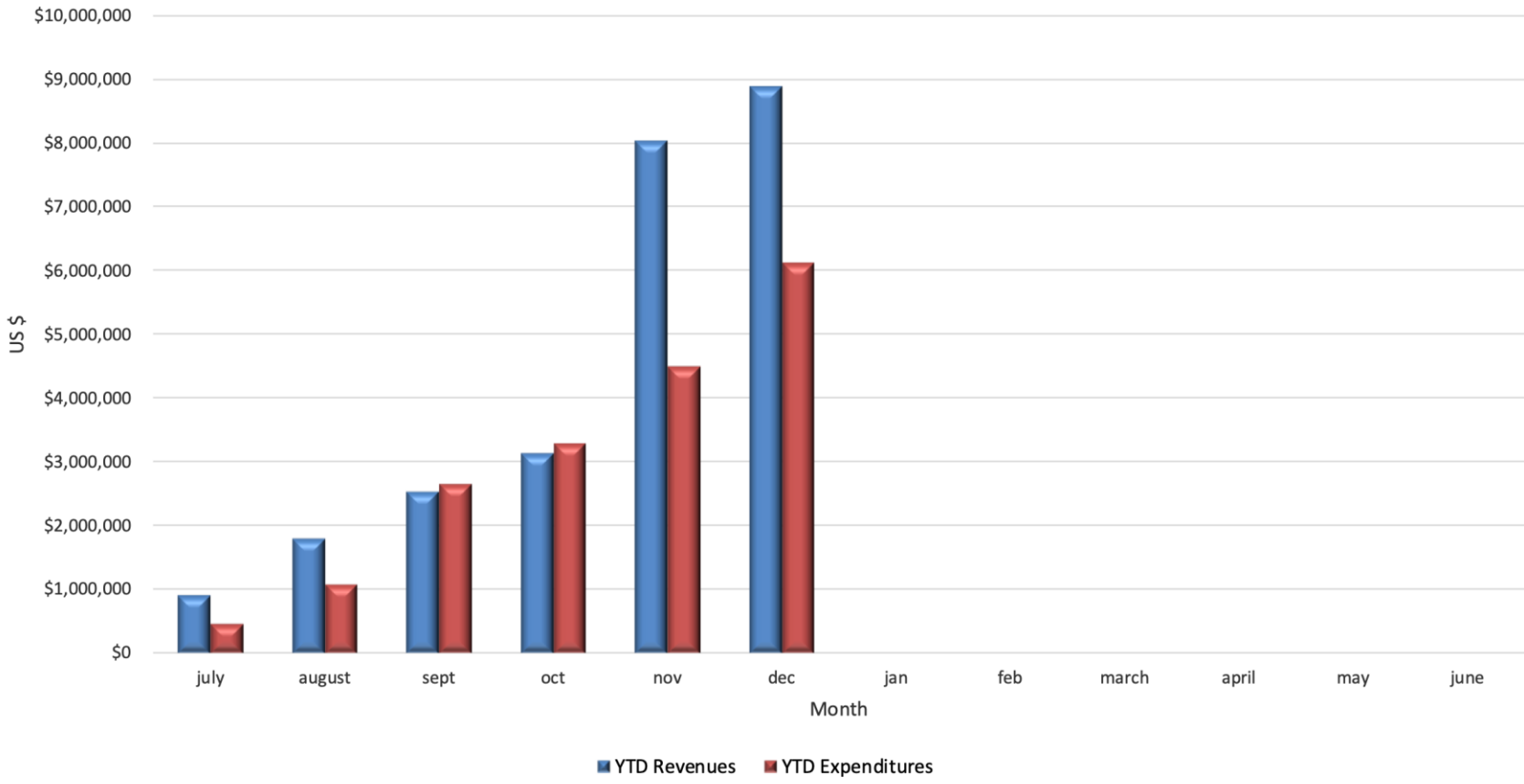
6 Years of Revenues by Month



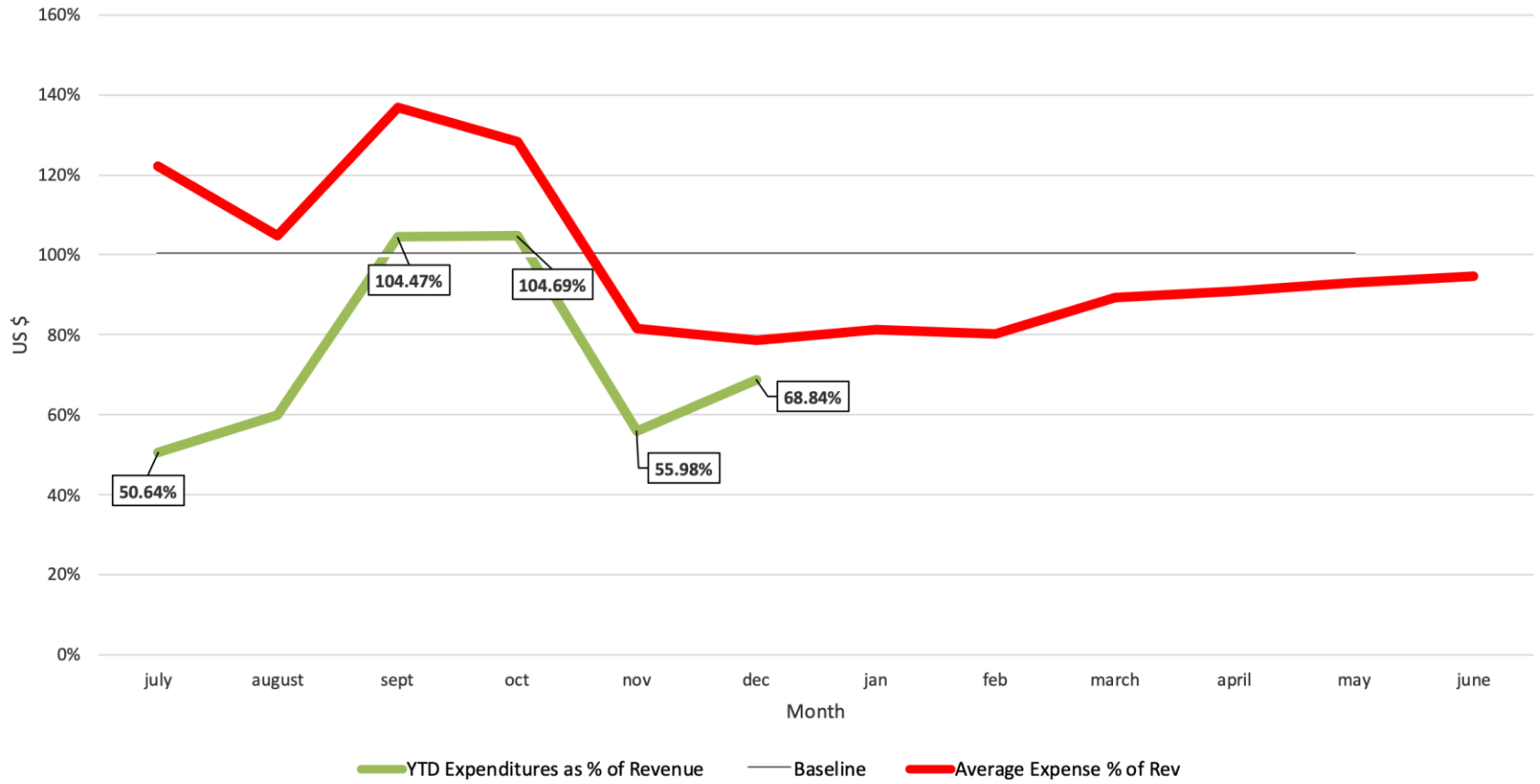
6 YEARS OF EXPENSES BY MONTH



Current Year Revenue & Expenditure Comparison



Expenditures as % of Revenues YTD



SWEET HOME POLICE DEPARTMENT
CHIEF OF POLICE
 1950 Main Street
 Sweet Home, OR 97386
 (541) 367-5181 Fax (541) 367-5235

	This Month	Last Month	Last Year	Year to Date	5 Year
	12/31/2021	11/30/2021	12/31/2020	12/31/2021	
Call Volume	691	718	660	8976	9085
CAD Calls	1201	1273	1130	16810	17541
ONIBR Person Crimes	21	15	8	195	163
ONIBR Person Crimes Cleared	17	11	4	140	116
ONIBR Property Crimes	43	32	21	514	533
ONIBR Property Crimes Cleared	16	8	5	134	167

Trends:

As all know, 2021 could be viewed as a difficult year for many. The ongoing pandemic issues as well as significant staffing changes have been stressful on our department. However, an area that we fared well in is our case load and call volume. During 2021 our overall call volume remained consistent with the average call volume over the previous five years. We actually experienced a 1% decrease in call volume. One area of calls that we experienced a rather significant increase were our calls associated with person crimes. As listed, person crimes include all assaults, child neglects, sex crimes, violations of restraining orders, and a number of other criminal acts. Over the last year we have experienced a 16% increase in person crimes, rising from a five-year average of 163 to a total of 195 in 2021. Our staff is still reviewing this data as well as the data associated with all of our department's call loads to develop strategies to address them. The strategies that we develop will be shared with Council during the Council Training in February.

During 2021, our staffing had changed dramatically. Our department has been able to focus on recruiting and rebuilding our staffing levels. We currently have a total of 13 police officer positions filled, out of 15 authorized officer positions. Of those, five are currently in some phase of their training. Two of the new officers are currently attending the Police Academy. But the pandemic has even affected this. As of the week of January 17th, the Academy has been closed due to the amount of Covid positive cases that were on the campus. The closure is scheduled to last a minimum of two weeks but could be extended. A full review of our staffing model and current employees will also be presented during the Council Training in February.

Our department is actively working on our potential responses to various types of critical incidents that may occur in our community. These critical incidents could include an active shooter, fire related incidents, weather incidents, mass disturbances and other such events. We are in the process of meeting with other community partners to clarify roles and response strategies. These types of meetings, which have included the Sweet Home Fire and Ambulance District and the Sweet Home School District, will continue throughout much of the year. Through

a series of meetings, table top exercised and on-site training, we will strengthen our response capabilities, not just with the police department, but with all of our partner organizations.