



Pilot Plan Agreement - Temporary Transitional Housing under COVID Emergency Declaration (Section 17, now Section 5 (vi.), Transitional Housing)

Introduction

The City of Bend Council approved an administrative order (Covid-19 Emergency Declaration) on May 20, 2020 which states, "Pursuant to ORS 446.265, the City may establish on City property or allow a private or public entity to establish on private or public property, transitional housing, which may include yurts, huts, cabins, fabric structures, tents and similar accommodations. The transitional housing operation must be established pursuant to a pilot plan, to be approved by the Community Development Department, and reviewed by the Police and Fire departments, establishing the total number of units, location of units, spacing, and location for sanitation facilities including portable toilet(s) and portable handwashing station(s). Authorized accommodations at this location may include recreational vehicles, cars, and tents. ...The City will work with non-profit or other entity for case management and/or supervision of the transitional housing; any private or public entity operation must likewise include a non-profit or other entity for case management and/or supervision of the transitional housing. The transitional housing use must cease once this emergency is over, unless otherwise approved or extended, or unless approved to continue under future Council-adopted codes.

This order was replaced by a Sixth Amendment of Administrative Order Dated March 16, 2020, and Extension of Order, Effective from March 19, 2021 through June 30, 2021, and will remain in place through June 30, 2021. This order may be extended by City Council. Applicants should remain in contact with the City to understand when the order, and any approvals issued based on this application, expires. This order expires June 30, 2021. . Applicants should remain in contact with the City to understand when the order, and any approvals issued based on this application, expires.

Applicants must complete and sign this Agreement as well as agree to comply with all conditions, guidelines, and requirements listed in the Emergency Declaration, as it now exists or is further updated (Section 5 (iv.) in the Emergency Declaration signed April 7, 2021). Failure to comply gives the City the right to immediately revoke this Agreement. Sites must be returned to their pre-emergency configuration after the Emergency Declaration is rescinded or ends.

Requirements:

- Transitional housing may be located on public or private property, and shelter may be provided in yurts, huts, cabins, fabric structures, tents, recreational vehicles, cars, and similar accommodations. The transitional housing must be established pursuant to a pilot plan, which must be attached to this application. The applicant must demonstrate how case management or supervision of the transitional housing will be provided by a non-profit or other entity, and establish the total number of units, location of units, spacing, and location for sanitation facilities including portable toilet(s) and portable handwashing station(s).
- Residents of occupied temporary transitional housing units must be provided access to sanitation facilities, either within the unit or through access to sanitation facilities on-site. If

within the unit, RV, or portable toilet(s), the resident must provide for sewage disposal through a temporary holding tank with a contract with a pumping company for regular pumping, or other method of sewage removal. If any effluent is dumped on the ground, the administrative authorization will immediately be revoked.

- The City reserves the right to conduct a sanitation or any other inspection at any time for compliance with public health and safety.
- The authorization provided in this agreement is at the sole discretion of City administration without right to administrative or any judicial appeal. No authorization will run with the land and will not give any right to continued use following expiration of the Emergency Declaration or upon withdrawal, expiration or termination of the authorization, whichever occurs first. The City retains sole and complete discretion to withdraw, modify, or terminate an authorization at any time.
- The agreement and administrative authorization will expire immediately when the Order ends or is terminated, whichever occurs first, and the transitional housing use must cease.
- Failure to comply with any of these provisions will result in immediate revocation of the agreement and administrative authorization and will require all transitional housing uses to cease immediately. Any violation may also be enforced under the code enforcement authority of the City.
- Applicant must continue to comply with all other city codes and regulations (e.g, noise code).
- Applicant will take all reasonable efforts to avoid undue adverse impacts to adjacent properties from the temporary additional use.

Application

Please complete the following information with attachments requested and submit to the City of Bend.

Date of Submission:

Primary Contact Name:

Entity/Agency Name:

Legal Entity/Agency Name (if different than above):

Location (address or tax lot) of the requested property. Please provide a map if necessary:

Property Owner Name:

Property Ownership (public/private):

Type of Facility:

Pilot Site Plan (please attach):

Site plan must include (at a minimum): the location of the property; type of housing (yurts, huts, cabins, fabric structures, tents, RVs, cars, or similar structure); spacing of units/vehicles on the property; and plan for sanitation (handwashing station(s), portable toilet(s), and garbage collection).

Types of Accommodation (select all that apply):

Yurts: Huts: Cabins: Fabric Structures: Tents: RVs: Cars:

Other:

Total Accommodation Capacity (i.e. number of vehicles):

Supervision (type of entity/ partnership):

Number of years operating emergency homeless programs?

Case management or supervision by non-profit or other entity:

Please provide a narrative of how you plan to offer regular case management or supervision of everyone staying at this facility. Include a support letter from the agency providing the case management and/or supervision if different from the applicant.

Description of Current Use: Please provide a description of the current use of the location where you are proposing this temporary facility and how the owners of the property plan to adjust or change their service if it impacts your proposal.

Public Health: Please describe how you intend to engage public health and ensure that all best practices are maintained at your location related to Covid-19 and public health standards.

By signing, I understand that the City of Bend may be undertaking code review to establish transitional housing code outside of this temporary use. Further, I understand that this facility may operate through the duration of the Covid-19 Phase 2 emergency declaration (City of Bend) and I agree to close this location for this temporary use when the emergency declaration, as it exists now or may be modified, ends or is terminated.

Right to Revoke:

The City has the right to revoke this Agreement and all associated permissions for any violation of the requirements of the Agreement. The City may also revoke this Agreement if the City determines, in its sole discretion, that the Agreement and its associated permissions are inconsistent with changing circumstances, including but not limited to changes related to public health considerations, data, guidance, or requirements from federal, state, or county

authorities, and changes in policy direction from the Bend City Council. Although the City will endeavor to provide reasonable notice prior to any revocation, the City may revoke this Agreement and its associated permissions at any time, without advance notice.

Print name:

Signature

Date

If Applicant is not the owner of the property:

Property Owner Authorization:

As the owner(s) of the subject property, I (we) have read and agree to abide by these requirements. I (we) further agree to release the City of Bend from any liability, losses, claims, damages, settlement and attorney's fees of any kind from or in connection with the Temporary Transitional Housing, and to indemnify and defend the City as to liability for allowing the activity. Property Owner agrees to provide appropriate insurance for the additional use.

Print name:

Signature

Date

Please submit forms to: Shelly Smith, Senior Management Analyst, at
ssmith@bendoregon.gov



Accommodation Information for People with Disabilities

To obtain this information in an alternate format such as Braille, large print, electronic formats, etc. please contact Kayla Duddy at kduddy@bendoregon.gov or (541) 330-4010; Relay Users Dial 7-1-1.