



CITY OF BEND

Temporary Safe Stay Area Guidelines & Enforcement Policy No. JR-0001

City Manager Administrative Policy

Bend Code Chapter 1.30.005 provides for 'City Manager Authority to Adopt Administrative Regulations, Policies and Guidelines.' All regulations, policies and guidelines adopted by the City Manager shall be consistent with the City of Bend Charter, the Bend Code, and council ordinances.

The following policy conforms to the above stated standards.

Authorized by City Manager:

DocuSigned by:

Eric King

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Eric King, City Manager

Dated: 4/28/2025

Reviewed by Legal Counsel:

Signed by:

Ian M. Leitheiser

392FD2178C27458...

Ian Leitheiser, City Attorney

Dated: 4/28/2025

Policy No. JR-0001
Adopted: 04/28/2025
Department: Real Estate

Revised:
Revision No.

I. Purpose

The purpose of this policy to clarify the rules of the Temporary Safe Stay Area (TSSA), as established by the City of Bend and Deschutes County through a Joint Resolution (City 3401; County 2024-46) executed by City Council and County Commissioners on October 29, 2024 (the “Joint Resolution”). The intent of the TSSA, as stated in the adopted resolutions, is to “...mitigate and improve the health and safety risks associated with unmanaged camping, and to provide improved sanitation services and case management to facilitate people camping at Juniper Ridge moving into safer shelter or housing.” Section 5 of the Joint Resolution authorizes City and County staff to develop administrative policies needed to coordinate and manage the TSSA, including, among other things, enforcement and monitoring strategies, reduction in unlawful access points and rules regarding open flames.

This Policy does not supersede City of Bend Administrative Policy 2024-5 , Removal of Unsafe Encampments on City-Owned Property Outside City Limits, or Deschutes County General Administrative Policy No. GA-23, but provides guidance to City and County staff, Security Patrol, Law Enforcement, and Service Providers on how the TSSA is to be managed, and actions or conditions that could result in an individual or camp being removed.

II. Policy

It is the City of Bend’s policy that people camping within the boundaries of the TSSA are expected to follow all laws and regulations applicable to the area including those set out in this Policy.

III. Scope

This Policy applies to the TSSA and the people camping within the boundaries of the TSSA.

IV. Policy Terms & Provisions

A. Jurisdiction & Funding

The TSSA is located on land owned by the City of Bend and Deschutes County (each a “Jurisdiction”) and is outside Bend city limits within Deschutes County. Law enforcement authority for the TSSA is with the Deschutes County Sheriff. Bend Police may also assist with law enforcement as requested by the Deschutes County Sheriff (together, “Law Enforcement”). Bend Fire & Rescue provides fire and medical emergency response. The County has hired a security firm to provide security patrol of the area (“Security Patrol”), and the City is reimbursing the County for a portion of these costs. The City and County each contributed funds to a grant program managed by the City, to provide funding to local organizations that

provide outreach, support, and housing-focused case management to people camping at the TSSA ("Service Providers").

B. TSSA Rules

1. Vehicle camping is permitted within the designated TSSA areas west of the railroad tracks (See Exhibit A).
2. Construction, including vehicle additions and fencing, is not allowed.
3. It is prohibited to cause damage or injury, or engage in threats to physical safety of self or others.
4. Dumping of black or gray water (used water and human waste) onto the ground is prohibited.
5. Use of any road or access point other than authorized roads and access points is prohibited.
6. All trash must be disposed of in dumpsters or in the yellow bags for pick up.
7. All open flames and fires, including recreational fires, burning garbage, bonfires, or other flames, are prohibited. Propane or similar gas-fueled camp stoves, heaters, and lanterns, and other heat sources deemed safe by the Bend Fire & Rescue Department are permitted, but any heat source must be kept three (3) feet from combustibles, cannot be used inside of a vehicle.
8. Discharge of firearms is prohibited.
9. Damage to physical property, infrastructure, and/or the environment is prohibited.
10. Storage of and abandonment of inoperable cars and vehicles and unused tires is prohibited.
11. Animals and pets must be kept on leash and under control of the owner at all times.

C. Review Committee

A Review Committee will be established in April 2025 and tasked with reviewing the conditions, incidents, complaints, and the implementation and administration of the TSSA.

The Committee will be made up of a member from each of: County Staff, City Staff, Security Patrol, Law Enforcement, and a Service Provider. The Committee may agree to invite additional members or participants as necessary or helpful to convey and properly deliberate any information or decisions related to management of the TSSA.

The Committee will aim to meet at least twice a month, between April 1, 2025, and December 31, 2026.

The Committee has the authority to advise on certain conditions and situations, but any action taken to remedy, resolve, and/or remove people or camps is at the sole discretion and responsibility of the Jurisdiction that owns the land on which the people or camp are located and/or Law Enforcement, for response to criminal activity.

D. Notice of Removal

Certain conditions that threaten public health and safety and the operations of the TSSA may be subject to a Notice of Removal, requiring people and/or a camp to be removed from the TSSA. Issuance of a Notice of Removal will be at the sole discretion of the Jurisdiction with ownership of the land on which the camp or incident is located and/or Law Enforcement. The Jurisdiction and/or Law Enforcement may choose to issue a Notice of Removal within 24 hours, 72 hours, or other time period, including immediate removal, based on the severity of the incident and/or threat to public health and safety, in accordance with state law. Immediate removal may be used to address exceptional emergencies, including possible site contamination by hazardous materials, a public health emergency, or other incidents or conditions that create an immediate danger to human life or safety.

The following are examples of situations or conditions that may result in a Notice of Removal:

1. Conditions or behavior creating an immediate danger to public health or human life and safety
2. Civil or criminal offenses, particularly threats or injury to people and property, harassment or stalking
3. Black/gray water (human waste) dumping onto the ground or into canals
4. Excessive dumping/littering
5. Fire, including open flames, recreational fires, burning of garbage, bonfires, or other fires, flames, or heating deemed unsafe by Bend Fire & Rescue
6. Discharge of firearms
7. Damage to City, County, Burlington Northern-Santa Fe, Central Oregon Irrigation District, Swalley or others' infrastructure, property, or vegetation and environment at or abutting the TSSA, including Hygiene Station facilities (water tanks, portable toilets, hand washing stations, dumpsters, etc.)

8. Animal/pet misbehavior that causes injury or threatens immediate danger to human life or safety

Each Jurisdiction intends to notify the Committee at the next available meeting of any Removal Notices issued and/or executed on and review the situation with the Review Committee. The issuing Jurisdiction may also consult with the Committee prior to issuing a Removal Notice to request support and/or accommodation from Service Providers and/or Law Enforcement.

The Jurisdiction issuing the Notice of Removal is responsible for complying with applicable laws regarding notice and property storage.

E. Notice to Remedy

Certain situations or conditions that do not qualify for removal may result in issuance of a Notice to Remedy to correct the offense, situation, or condition within a specified timeframe and the camper may be removed if the issue is not corrected. Multiple Notices to Remedy within a three (3) month period, regardless of whether cured or not, may be grounds for removal at the discretion of the Jurisdiction, depending on the severity of the situation addressed in the notices. A Jurisdiction may issue a Notice to Remedy at its sole discretion, and may choose to review any incidents, conditions, or complaints with the Committee prior to issuing. Depending on the issue, the responsible Jurisdiction may choose, at its sole discretion or at the advisement of the Committee, to either issue a 24-hour, 72-hour, or other time period as necessary to provide time to cure the situation or condition described in the Notice. As set out in other agreements between the City and the County, City staff may provide Notices to Remedy on land owned by the County at the request of County staff.

The following are examples of situations or conditions that may result in a Notice to Remedy:

1. Noise or disruption
2. Cooking/open flames deemed unsafe by Bend Fire & Rescue but not constituting an exceptional emergency or immediate danger to human life or safety
3. Failing to utilize hygiene stations
4. Dumping/littering
5. Off leash animal/pet
6. Creation or use of unauthorized roads or access points
7. Camping or establishing a camp outside the TSSA boundaries or in areas not presently occupied by camps

8. Abandoning vehicles in or near the TSSA
9. Construction of new temporary or permanent structures
10. Camping outside of vehicles or in structures or tents that are not vehicles

The Jurisdiction will notify the Committee at the next available meeting of any Notice to Remedy issued and review the situation with the group. The Jurisdiction may also consult with the Committee prior to issuing a Notice to Remedy to request support and/or accommodation from Service Providers to ensure compliance.

F. Law Enforcement Authority

The Deschutes County Sheriff, or its designee, has the authority as the primary law enforcement agency to access and monitor the TSSA area as is necessary to respond to and investigate incidents both in the TSSA and to individuals that are believed to be camping within the TSSA that may be involved in an incident or investigation that has occurred outside of the TSSA. If the Sheriff, or its designee, at any point in time believes there is a direct risk to health and safety to an individual or individuals within the TSSA, the Sheriff, or its designee, has the right to exercise their authority under the law, subject to any notice required by State law or County policy, to remove or arrest an individual or individuals causing a health and safety risk from the TSSA area. If the removal or arrest of an individual or individuals occurs, the Sheriff will notify members of the Jurisdiction and/or Committee of the removal or arrest and the Jurisdiction and/or Committee will evaluate and arrange for the removal, cleanup, and storage of the individual's personal property.

G. Security Patrol Authority

Security Patrol has been retained and has been granted access to provide regular patrols of the TSSA. The Security Patrol will monitor and document instances and/or incidents within the TSSA that appear to be violations of this policy and report to the Jurisdiction and/or the Committee for evaluation. If at any time Security Patrol feels there is an incident that qualifies as a serious health or safety risk or qualifies as grounds for Immediate/Emergency Removal, they may contact the Sheriff and/or Jurisdiction for immediate assistance.

H. Property Access

The City and County each grant the other, their officers, employees, and authorized contractors and volunteers, including Service Providers funded under the Houseless Services Grant Program by the City, or otherwise authorized to provide services to people camping at the TSSA, to access property owned by each for the purposes of TSSA management and housing-focused case management for people camping at the TSSA.

I. Removal & Storage

Personal property that is removed from campsites, including vehicles (used for shelter), for noncompliance with this Policy and/or any Jurisdiction policy, shall be stored in accordance with applicable Jurisdiction policies. Abandoned vehicles (not used for shelter) may be towed and stored in accordance with ORS 98.812 or ORS 98.830, or other applicable laws, including towing and storage to a private towing facility subject to all required processes and allowable liens. Each Jurisdiction is responsible for complying with all applicable laws and neither shall be held responsible for the actions of the other.

Following removal of a campsite or personal property, the Jurisdiction will post notice stating the location where the removed personal property is being stored, and how individuals can contact the Jurisdiction to retrieve their personal property. Each Jurisdiction will follow their own policies and procedures for campsite removal and storage of personal property.

When removing personal property, the responsible Jurisdiction will make reasonable efforts to determine if property belongs to an individual and has any apparent utility. Items that are of no apparent use or are in an unsanitary condition will be considered garbage and disposed of accordingly.

The Jurisdictions have created a secure, fenced storage area approximately 1,500 feet from the north end of NE 18th Street (north of the intersection of NE 18th Street & Cooley Road), that is intended to serve as the storage facility for any property removed from the TSSA or surrounding areas.

J. Reasonable Accommodation

If a person asserts an inability to comply with a Notice because of a disability, Jurisdiction personnel may consult their respective Accessibility Manager and/or Attorney in determining the appropriate response under applicable law. Jurisdiction personnel may inquire about the nature of the asserted disability however, a person does not have to disclose a diagnosis or specify the disability to qualify for a modification to the guidelines. Requests for modification or accommodation shall be considered on an individual basis, and accommodations should be reasonable and not cause an undue burden or threat to public health and safety. In most instances, modifications are likely to be additional time to comply or move.

If a person asserts an inability to comply with a Notice because of having a minor child in their care, or having an employment obligation, personnel/staff representing the Jurisdiction personnel should request the person identify what requirements of the Notice need modification, and utilize their discretion in applying the guidelines, and should consult with agency attorneys or other staff as appropriate.



Language Assistance Services & Accommodation Information for People with Disabilities

You can obtain this information in alternate formats such as Braille, electronic format, etc. Free language assistance services are also available. Please contact Matt Stuart at mstuart@bendoregon.gov or 541-388-4157. Relay Users Dial 7-1-1.



Servicios de asistencia lingüística e información sobre alojamiento para personas con discapacidad

Puede obtener esta información en formatos alternativos como Braille, formato electrónico, etc. También disponemos de servicios gratuitos de asistencia lingüística. Póngase en contacto con Matt Stuart en mstuart@bendoregon.gov o 541-388-4157. Los usuarios del servicio de retransmisión deben marcar el 7-1-1.

Certificate Of Completion

Envelope Id: E5E3C912-C9E9-42BA-B2C2-ED413454DFE1

Status: Completed

Subject: Complete with Docusign: JR-0001 TSSA Policy.pdf

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Brenda Mingus

AutoNav: Enabled

710 NW Wall St.

Envelopeld Stamping: Enabled

Bend, OR 97703

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

bmingus@bendoregon.gov

IP Address: 10.103.81.9

Record Tracking

Status: Original

Holder: Brenda Mingus

Location: DocuSign

4/25/2025 10:41:36 AM

bmingus@bendoregon.gov

Signer Events

Ian M. Leitheiser

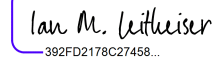
ileitheiser@bendoregon.gov

Asisstant City Attorney

Security Level: Email, Account Authentication
(None)

Signature

Signed by:


392FD2178C27458...

Signature Adoption: Pre-selected Style

Using IP Address: 98.142.36.35

Timestamp

Sent: 4/25/2025 10:42:31 AM

Resent: 4/28/2025 11:42:07 AM

Viewed: 4/28/2025 11:42:36 AM

Signed: 4/28/2025 11:42:44 AM

Electronic Record and Signature Disclosure:

Accepted: 4/28/2025 9:45:09 AM

ID: 4b0ba467-6ec3-4629-8422-841463bcb2c5

Company Name: City of Bend

Eric King

eking@bendoregon.gov

City Manager

City of Bend

Security Level: Email, Account Authentication
(None)

DocuSigned by:


409FF33EB4E64D3...

Signature Adoption: Pre-selected Style

Using IP Address: 174.204.196.97

Signed using mobile

Sent: 4/28/2025 11:42:45 AM

Viewed: 4/28/2025 12:00:31 PM

Signed: 4/28/2025 12:01:22 PM

Electronic Record and Signature Disclosure:

Accepted: 5/11/2021 3:40:52 PM

ID: 1be4d586-76d4-4e39-83e4-3feae319b4d0

Company Name: City of Bend

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/25/2025 10:42:31 AM
Envelope Updated	Security Checked	4/28/2025 10:15:50 AM
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Envelope Updated	Security Checked	4/28/2025 10:15:50 AM
Certified Delivered	Security Checked	4/28/2025 12:00:31 PM
Signing Complete	Security Checked	4/28/2025 12:01:22 PM
Completed	Security Checked	4/28/2025 12:01:22 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bend (we, us or City) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below. Paper copies may also be requested from City by contacting Procurement.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

Notices and disclosures may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide electronically to you through the DocuSign system required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. You can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact the City:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise the City of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dgalanaugh@bendoregon.gov and in the body of such request you must state: your previous email address, your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dgalanaugh@bendoregon.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with the City

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;**
- ii. send us an email to dgalanaugh@bendoregon.gov and in the body of such request you must state your email, full name, mailing address, and telephone number.**

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here:
<https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify the City as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by the City during the course of your relationship with the City.