



# Council Study Session

February 5, 2024

<b>Agenda Item</b>	Severe Weather Emergency Shelter Temperature Thresholds		
<b>From</b>	Kelly Burns / Sabrina Cotta	Emergency Management Coordinator/ Interim City Manager	
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<b>Item Type</b>	Requested by Council <input checked="" type="checkbox"/>	Update <input type="checkbox"/>	Request for Direction <input type="checkbox"/> Presentation <input type="checkbox"/> Consent <input type="checkbox"/> Public Hearing <input type="checkbox"/> New Business <input type="checkbox"/> Old Business <input type="checkbox"/>

## **SUMMARY**

The City Council has asked to review the thresholds as outlined in Resolution 2022-23 which sets conditions under which the City of Ashland calls for the availability of protective or emergency shelter during severe weather-related events.

## **POLICIES, PLANS & GOALS SUPPORTED**

Public Safety, including emergency preparedness for climate change risk

Regional cooperation, including in the support for public safety and homelessness

## **BACKGROUND AND ADDITIONAL INFORMATION**

In June of 2022 the Housing and Human Services Commission made a recommendation at the request of City Council to address the extreme weather needs of Ashland residents, including extreme cold, extreme heat and dangerous level of wildfire smoke and the role of the City. Prior to the currently adopted resolution, Resolution 2013-04 only set parameters for cold weather conditions under which the City would declare a weather emergency and commit City resources in the form of a City owned building. The City has struggled in the past to have available space in City owned buildings and has relied on volunteer coordination for both securing alternative locations and staffing of volunteers for emergency shelter purposes. Reliance on volunteers meant at times the City was unable to stand up the emergency shelter due to the lack of personnel needed to do so.

In August of 2023 the City acquired 2200 Ashland Street securing a city facility for the purpose of having a space for an emergency and inclement weather shelter. On November 7, 2023 City Council approved a contract with Opportunities for Housing, Resources, and Assistance (OHRA) to provide severe weather emergency shelter coordination and operations. These two steps have resulted in the City having the ability to both have a location for the emergency weather shelter as well as a partner to staff the shelter when needed.

Given the thresholds as outlined in Resolution 2022-23, the City has temperature thresholds, both heat and cold, that are variable from those throughout the state and Southern Oregon area. This results in the City of Ashland potentially calling for more severe weather shelters to be stood up than regional partners.

Staff recommends judiciously managing our resources by limiting operational days, ensuring that we are fully equipped to offer shelter during periods of the most severe and dangerous weather. Staff recommends considering adjusting temperatures to match those of regional partners and including additional factors and considerations:





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- Forecasted low temperatures of 25 degrees Fahrenheit or less.
- Forecasted temperatures at 32 degrees Fahrenheit or less, and additional factors and considerations that would reasonably cause a person to be at increased risk of exposure to cold, including:
  - Precipitation
  - Wind
  - Humidity, including dense fog
  - Sustained temperature, including during the day
  - Consecutive days (cumulative effects)
  - Overall weather patterns (e.g. precipitation, then drop in temperature)
  - Special alert such as warning or watch
- Hot Weather
  - Forecasted high temperature of 102 degrees Fahrenheit or more
  - Forecasted temperatures of 80 Fahrenheit degrees or more, and additional factors and considerations that would reasonably cause a person to be at increased risk of exposure to heat, including:
    - Precipitation
    - Humidity
    - Wind
    - Duration and potential for cumulative effects (hours per day, consecutive days)
    - Overall weather patterns
- Air Quality
  - Air Quality index of “very unhealthy” or more
- Other conditions that result in a Severe Event, such as:
  - Chemical spill or release

## **FISCAL IMPACTS**

The temperature thresholds have a fiscal impact on the city depending on where they are set. For example:

November 1, 2022– May 1, 2022

Total days at or below 32 degrees: 127

Cost per night: estimated at \$1500 = Fiscal impact of \$190,500

Total days at or below 25 (temperature threshold of regional partners): 53

Cost per night: estimated at \$1500 = Fiscal impact of \$79,500

The fiscal impact will vary depending on heat, cold and smoke days per year. One element to consider, the fiscal year begins July 1. Given the need to meet both heat and cold needs, the City may struggle to stand up and fund needed cold weather sheltering if the City experiences numerous extreme heat days.



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## **DISCUSSION QUESTIONS**

Would the City Council like to alter the temperature thresholds to align with the region?

Would the City Council like to alter the temperatures to some other threshold?

## **SUGGESTED NEXT STEPS**

There are numerous options for next steps. Some options include:

- Staff direction to return with a revised Resolution altering temperature thresholds as recommended by Council.
- No action needed, retain current thresholds.

## **REFERENCES & ATTACHMENTS**

Attachment 1: 2022-23 A Resolution Repealing Resolution No. 2013-04 and Setting Policies and Condition Under Which Ashland will Activate Severe Weather Emergency Shelter Facilitation.

Attachment 2: City of Medford's Administrative Regulation 708

Attachment 3: Monmouth County Example

Attachment 4: Housing and Human Services Commission Severe Climate Event Policy Recommendation June 6, 2022

Attachment 5: Acquisition of the Coming Attractions property at 2200 Ashland Street for an emergency and inclement weather shelter

Attachment 6: Contracting for Severe Weather Emergency Shelter Services November 7, 2023

**RESOLUTION N O . 2022-33**

**A RESOLUTION REPEALING RESOLUTION NO. 2013-04 AND SETTING POLICIES AND CONDITIONS UNDER WHICH ASHLAND WILL ACTIVATE SEVERE WEATHER EMERGENCY SHELTER FACILITATION**

**RECITALS:**

- A. Ashland is in an area that has four distinct seasons, all of which can exhibit extreme conditions due to severe weather events that can be hazardous to persons without access to adequate heating, cooling, sheltering or air quality resources.
- B. The City of Ashland desires to set forth the conditions under which it will call for the availability of protective or emergency sheltering during severe weather-related events and the policies related to the procedures the City will take to determine when to call of a shelter and how the City will coordinate with community volunteers and disseminate information on such emergency shelter.

**THE CITY OF ASHLAND RESOLVES AS FOLLOWS:**

**SECTION 1.** This resolution repeals and replaces Resolution 2013-04.

**SECTION 2. Provision of Emergency Shelter During Severe Weather Events**

- 1) Ashland will facilitate the provision of protective or emergency shelter within available resources as set forth here during times of extreme weather. Calling or activating a severe weather shelter is subject to practical considerations which may include, but are not limited to, identifying an available facility/facilities appropriate for the intended use, the ability to operate the shelter(s) in a safe manner for all potential users and supporting volunteers/staffing, the capacity of the shelter operations to adhere to the Severe Weather Shelter Operations Policy (attached), and the availability and level of necessary resources to support shelter operation. Necessary resources include volunteer support and contracted/city staffing, authorized and available funding. The City's ability to address or manage practical considerations will impact its ability to call for or maintain over time a severe weather shelter. For purposes herein, weather conditions shall be considered extreme under the following:
  - The general threshold for calling a cold weather shelter: 32 degrees or below considering such factors as wind chill, precipitation, number of days' duration or in instances where the National Weather Service issues a Weather Warning.
  - The general threshold for calling an extreme heat shelter: 95 degrees or above depending upon other factors such as humidity, UV index, and overnight lows or in instances where the National Weather Service issues an Extreme Heat warning.
  - The threshold for calling a smoke related shelter: an air quality index of 150 and above or designation of "unhealthy for everyone") or above.
  - And/or any combination of weather conditions, community circumstances including interruption of electric or essential city services, which, at the discretion of the City Manager, or their designee, make conditions hazardous to human life without adequate shelter.

**SECTION 3. City's Role in Instances of Emergency Shelter**

1) The City Manager, or their designee, will fulfill the following duties:

- Shelter Activation: Determine when the City will activate the provision or opening of protective or emergency shelter and approve the use of City resources for this purpose.
- **48 Hour Notice: The City will strive to provide 48-hour notice, unless in times of sudden severe weather conditions to contracted shelter provider to allow ample time for volunteer coordination and dissemination of information to the public.**
- Communication: Communicate between internal City staff and the community. This will include communication between non-profits contracted to provide shelter coordination and City staff involved/concerned with sheltering activities, including but not limited to staff from Emergency Operations, Ashland Fire and Rescue, the Community Emergency Response Team (CERT) Coordinator or other AFR staff as designated by the Fire Chief, Ashland Police, Ashland Parks and Recreation, and City Administration, as well as with the Mayor and City Council, and other elected and appointed officials.

Communication will include coordination with or use of Nixle alerts as appropriate. The communication should provide information to the public regarding shelter information, which could include posting new items on the City's website, notifying 211, and posting information about shelters on the City's social media platforms.

- Shelter Coordination: Protective and emergency weather shelter will be staffed by community and/or CERT volunteers. The City will take steps within funding appropriated for the purpose to contract with a third-party non-profit organization to provide shelter coordination and oversight, including volunteer coordination and the provision of liability insurance to cover all emergency shelter related activities. Contracted shelter coordination may also include soliciting, vetting, and providing trainings to shelter volunteers (in coordination with CERT volunteer trainings), maintaining a shelter volunteer contact list, and coordinating with the City staff regarding background checks for shelter volunteers. These items and any additional duties will be outlined in a separate shelter coordinator service contract.

The City will arrange for the provision of materials and resources as needed to protect those managing and utilizing its facilitated emergency shelter. Materials and resources will also be made available for the training of protective and emergency shelter associated staff and volunteers.

Shelter coordination should also include periodic or regular meetings as necessary between City staff, the non-profit shelter coordinator and volunteer participants/stakeholders to debrief event management and review shelter processes/procedures for planning and coordinating improvement.

2) Emergency shelter during or in anticipation of a severe weather event may require the use of an available city owned building/facility. Previously booked/scheduled groups in those locations will be subject to cancellation in such a case. The City will endeavor to establish an appropriate, permanent location and facility for emergency weather shelter for the community.

#### **SECTION 4. Severe Weather Activation**

Provisions for emergency shelter will be activated as follows:

- a) When the City Manager, or their designee, determines that weather conditions are or are

likely to become "extreme," they will contact the City's Emergency Operations Officer or CERT Coordinator to confirm the emergency circumstances and activate the provision of protective or emergency shelter.

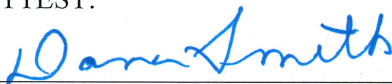
- b) Emergency Operations Officer or CERT Coordinator will, in turn, contact the following:
- City's non-profit shelter coordinator to determine the feasibility of initiating emergency shelter operations, including the availability of volunteer staffing, and
  - The City's Parks and Recreation Department and other facilities management to determine if a city facility or facilities are available for the sheltering event. If no suitable City building is available, city staff and the non-profit shelter coordinator will work with community partners toward securing a sheltering location elsewhere in the city.
- c) The Non-profit Shelter Coordinator will contact designated representatives from volunteer organizations to arrange for on-site volunteers at the shelter.
- d) The CERT Coordinator or other AFR staff as designated by the Fire Chief, will put out a call for volunteers through the CERT system annually to notify them of shelter training availability.
- e) Shelter volunteers should bring their own cell phones in case of emergency.

**SECTION 5.** Emergency shelter will be operated consistent with the attached Severe Weather Shelter Operations Policy.

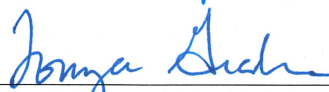
**SECTION 6.** This resolution takes effect upon signing by the Mayor.

ADOPTED by the City Council this 6th day of December, 2022.

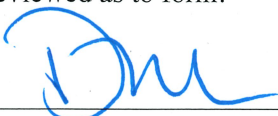
ATTEST:

  
Dana Smith, Clerk of the Council Pro Tem

SIGNED and APPROVED this 18<sup>th</sup> day of July, 2023.

  
Tonya Graham, Council Chair

Reviewed as to form:

  
Doug McGear, Interim City Attorney

## Title: Shelters

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### Purpose:

These policies have been established in coordination with other City of Medford departments including Building, Planning, Police, and Fire to provide a safe solution for providing shelters for sleeping purposes. Many of these policies are based on the Oregon State Fire Marshal's Technical Advisory for Temporary Shelters (OSFM TA 14-12). These policies allow a building not normally designated as a Residential "R" Occupancy to be used as a shelter (Residential use of a building, or a portion thereof, for temporary living and sleeping purposes). **These requirements apply to *Temporary Shelters, Non-Temporary Shelters, and Severe Event Shelters*, unless noted otherwise.** These requirements are intended to be a starting point. Every shelter will be different, and these requirements are intended to provide a reasonable level of life safety. Therefore, some requirements will be on a case-by-case basis and **may be modified, if approved.**

City of Medford municipal code requirements for Temporary and Non-Temporary Shelters and Severe Event Shelters shall take precedence when in conflict with these requirements.

### Application:

This policy will be applied by multiple departments and stakeholders, including:

- City Management will declare a Severe Event
- The Building Safety Department, Fire Department, Planning Department and other City of Medford departments to review and approve the use of shelters
- Stakeholders in the community dedicated to or affected by providing shelters for those in need.

### Definitions:

***Incapable of Self-Preservation*** (OFC Section 202): Persons who because of age, physical limitation, mental limitations, chemical dependency, or medical treatment cannot respond as an individual to an emergency situation.

***Individual Area***: An individual space or area provided per person (occupant) for sleeping purposes. Unless approved otherwise, the minimum dimensions shall be as follows:

- 4 ft x 7 ft if no storage area is provided. The occupants and operators shall be responsible for maintaining egress paths free of obstructions.
- 3 ft x 7 ft if a separate storage area is provided. This area does not include area required for means of egress. This is the minimum individual area to be provided when adequate storage space is provided for storage of personal belongings. The occupants may have

small items within their individual space, such as a purse or small bag. The occupants and operators shall be responsible for maintaining egress paths free of obstructions.

- A six foot minimum separation between sleeping areas is recommended from the Center for Disease Control.

**Limited Assistance:** Persons who because of age, physical limitation, mental limitations, chemical dependency, or medical treatment require limited verbal or physical assistance while responding to an emergency situation.

**Marking of Sleeping Area:** Markings, such as tape or another approved method, shall be provided to designate and define the exit access including aisles, and exits. Markings may also be used, and are encouraged, for *Individual Areas*. The purpose of these markings is to maintain clear egress paths at all times

**Non-Temporary Shelters:** A permanent use within a building or buildings, meant to provide overnight sleeping accommodations and related service for individuals or groups who are homeless.

**Severe Event:** from City of Medford Municipal Code Section 10.012 – An act of nature or unforeseen circumstance that constitutes an uninhabitable living experience for individuals or groups.

**Severe Event Shelter:** from City of Medford Municipal Code Section 10.012 – A temporary use within a building, typically not used as a residence, meant to provide relief during a Severe Event to individuals or groups who are homeless or are at risk of exposure to a severe event.

Note: Rather than overwhelm Temporary Shelter resources, the intent of allowing Severe Event Shelters is to supplement Temporary Shelters by providing respite during Severe Events.

**Sleeping Area:** Space or area that includes, but is not limited to, exit access including aisles, and a row or rows of *Individual Areas*.

**Temporary Shelter:** from City of Medford Municipal Code Section 10.012 – A temporary use within a building, typically not used as a residence, meant to provide overnight sleeping accommodations and related services for individuals or groups who are homeless.

- Note: a Temporary Shelter is a place or area within a building that includes, but is not limited to, exit access including aisles, and a row or rows of *Individual Areas*.

## Policy:

### **USE OF SHELTERS:**

#### **Approval Requirements:**

Prior to approval for use of a shelter, the following items are required:

- All Shelters (Temporary & Non-Temporary Shelters and Severe Event Shelters)
  - Approval from the Medford Building Department
  - An approved Operational Permit through Medford Fire-Rescue
    - If not included in the application, please request a Business Safety Checklist for common fire hazards.



- Note: Consultations/inspections for pre-approval will generally be provided at no cost. Fees may be required if a significant number of consultations or inspections are requested.
  - Inspection and approval from a fire code official and building code official prior to opening.
- Temporary & Non-Temporary Shelters:
  - Approval from the Planning Department for use of a location, including a Conditional Use Permit (CUP) issued in compliance with Medford Municipal Code 10.819A.
- Severe Event Shelters:
  - Conditional Use Permit (CUP) is not required
  - Locations are subject to zoning regulations
  - Shall only be operated during a declared Severe Event

**Severe Event Declarations:**

The Mayor or City Manager, or their designee, may consider declaring a Severe Event based on the following factors and criteria:

- Cold Weather
  - Forecasted low temperatures of 25 degrees Fahrenheit or less.
  - Forecasted temperatures at 32 degrees Fahrenheit or less, and additional factors and considerations that would reasonably cause a person to be at increased risk of exposure to cold, including:
    - Precipitation
    - Wind
    - Humidity, including dense fog
    - Sustained temperature, including during the day
    - Consecutive days (cumulative effects)
    - Overall weather patterns (e.g. precipitation, then drop in temperature)
    - Special alert such as warning or watch
- Hot Weather
  - Forecasted high temperature of 102 degrees Fahrenheit or more
  - Forecasted temperatures of 80 Fahrenheit degrees or more, and additional factors and considerations that would reasonably cause a person to be at increased risk of exposure to heat, including:
    - Precipitation
    - Humidity
    - Wind
    - Duration and potential for cumulative effects (hours per day, consecutive days)
    - Overall weather patterns
- Air Quality
  - Air Quality index of “very unhealthy” or more

- Other conditions that result in a Severe Event, such as:
  - Chemical spill or release

### ***LOCATION PLANNING AND REQUIREMENTS:***

#### **Occupancy Requirements:**

How each occupant responds during an emergency can affect the risk of all occupants. Considerations that can influence the ability to respond correctly to an emergency include, but are not limited to, mental and physical abilities. For this reason, there are more strict requirements for locations where some of the occupants require physical or verbal assistance to respond to an emergency including fire protection, staffing, training, etc. As such, the following requirements apply to all shelters:

- (OFC 1101.1) Persons who are Incapable of Self-Preservation shall not be permitted to stay at a shelter.
- (OFC 104.8, 1101.1) Shelters may allow persons requiring Limited Assistance to sleep at the shelter when approved. Considerations for approval include, but are not limited to:
  - The number of persons requiring limited assistance.
  - The presence of fire protection systems such as an automatic sprinkler system
  - Staffing
  - Staff training
  - Modifications to the Emergency Evacuation Plan.
  - Provisions for moving individuals who require limited assistance to a different location when the maximum number is exceeded.
- Locations may be approved to shelter persons who are Incapable of Self-Preservation and/or require Limited Assistance when sufficient fire and life safety features are provided. Approval will be on a case-by-case basis.
- Shelter Operations Plans shall include procedures for moving persons who are incapable of self-preservation to a location that can safely meet their needs.

#### **Fire Protection Requirements:**

The following life-safety requirements apply to buildings used as a shelter:

- (OFC 1101.1, 104.8) Automatic Sprinkler System. Buildings used as shelters shall be protected throughout with and approved Automatic Sprinkler System, with the following exceptions:
  - Temporary Shelters: Approval through Medford Fire-Rescue and the Building Department is required in order to locate a Temporary Shelter in a building not protected throughout with a fire sprinkler system. For shelters not protected throughout to be approved, the sleeping areas and shelter operations shall be limited to the ground floor with a minimum of two (2) exits directly to the outside at ground level.
  - Severe Event Shelters: An automatic fire sprinkler system is not required for Severe Event Shelters that are located on the ground floor with a minimum of two (2) exits

directly to the outside at ground level. Severe Event Shelters shall meet the other requirements of this Policy.

- Fire extinguishers with a minimum rating of 2-A:10-B:C shall be provided within 75 feet of travel, and within 10 feet of exits. A minimum of 2 fire extinguishers shall be provided unless approved otherwise.

### Means of Egress (Exiting – OFC Chapter 10):

The following requirements apply to all shelters, unless noted otherwise. All means of egress (exit) paths shall be maintained free of obstructions at all times.

- Exits from sleeping areas within buildings protected throughout by an automatic sprinkler system shall be as follows;
  - Sleeping areas located on the ground floor of a shelter with an occupant load of 49 (i.e. persons using shelter) or less shall have at least one (1) exit and at least one (1) window qualifying as an escape or rescue window as defined by the building code.
  - All other floor levels (other than the ground floor) used as Temporary Shelter sleeping areas that have an occupant load of 10 or more shall have two (2) exits from the area.
  - The exits serving the areas shall be separated by a distance equal to at least 1/3 of the longest diagonal distance of the area.
- Exits from sleeping areas within buildings NOT protected throughout by an automatic sprinkler system:
  - For *Temporary Shelters* and *Severe Event Shelters* that are approved without an automatic fire suppression system, the sleeping areas shall only be located on the ground floor, and a minimum of 2 exits shall be provided for occupant loads of 10 or more.
  - Shelters approved without a fire suppressions system with an occupant load of nine (9) or less shall have at least one (1) exit and at least one (1) window qualifying as an escape or rescue window as defined by the building code.
  - The exits serving the areas shall be separated by a distance equal to at least 1/2 of the longest diagonal distance of the area.
- Doors shall operate properly. The intent of this is that doors are easily opened and closed, even for people with limited strength and mobility.
- Emergency egress lighting shall be provided. This lighting may be the plug-in type with battery backup.
- Egress for *Sleeping Areas*.
  - *Sleeping areas* shall be grouped in single (1) or double (2) rows of *Individual Areas*.
  - The total number of *Individual Areas* provided shall not exceed the maximum occupant load minus the minimum staffing.
  - A 36" min. aisle (OFC 1017.5) shall be provided on both sides of rows of *Individual*, except that:
    - An aisle may be provided on one side of a single row of *Individual Areas* against a wall.

- Egress paths shall be marked (such as with tape on the floor) and shall be maintained clear at all times.
- (OFC 1007.1) Accessibility: An accessible egress path shall be provided, unless approved otherwise.

### **Maximum Number of Occupants Allowed:**

(OFC 104.8, 1004.1.2) The maximum number of allowable shelter occupants will be approved by both a building code official and a fire code official on a case-by-case basis.

An occupant load sign shall be posted in a clear and obvious location near the entrance showing the maximum number of occupants in the shelter.

PLEASE NOTE: Additional requirements will apply when the occupant load exceeds 49 people in sprinklered shelters, and 9 people in unsprinklered shelters.

### **Smoke Alarms and Detection (OFC 907.2):**

- All shelter sleeping areas shall be provided with approved smoke alarms or a complete approved smoke detection system.
- All other areas of the building used for shelter operations shall be equipped with smoke alarms or a smoke detection system as required by the local fire code official.
- Smoke alarms may be battery-powered.

### **Carbon Monoxide (CO) Alarms and Detection (OFC 908.7):**

- All shelter sleeping areas shall be provided with approved carbon monoxide alarms or an approved Carbon Monoxide detection system
- Carbon monoxide alarms may be battery-powered.

### **Cooking Facilities:**

(OFC 609.1 and 904.11) Shelters where food is provided may have to meet requirements for new construction for cooking equipment. This will be determined on a case-by-case basis.

### **Storage:**

(OFC Section 315, Chapter 10) Provisions for storage shall be provided in order to maintain egress paths and allow storage of items that are not permitted within the shelter.

### **Sanitation:**

Toilets, hand washing, and trash disposal shall be provided. Provisions for bathing are typically recommended, but not required.

### ***OPERATIONAL (USE) REQUIREMENTS:***

#### **Operational Permit:**

An Operational Permit through Medford Fire-Rescue will be required. A plan / layout shall be submitted as part of operation permit. The following shall be shown on the plan:

- Location, size and occupant load for all areas including sleeping areas, kitchen, bathroom, storage, etc.
- Access points
- Trash cans
- Lighting
- Emergency vehicle access
- Etc.

These items may be shown on the building floor plan required as part of the Emergency Evacuation Plan as long as the plan is legible and reasonably useful. A separate building floor plan may be required as part of the Emergency Evacuation Plan in order to provide only critical information needed during an emergency.

### **Staffing:**

A minimum ratio of staff per occupants shall be provided as follows:

- Unless approved otherwise in rare circumstances, a minimum of 3 people shall staff a shelter at all times:
  - A minimum of 1 staff per 25 occupants, but not less than 2
  - A person dedicated to Fire Watch in addition the staffing required for the occupants

### **Recommended Staff:**

- Shelter Liaison – Represents the owner(s) of the shelter location
- Shelter Coordinator – Directs and leads the shelter operation.
  - Shelter Host – Responsible for operations under the direction of the Shelter Coordinator
  - Meal Coordinator – Arranges meals, if provided
  - Logistics Coordinator – Necessities, transportation, etc.

### **Notification:**

#### *Temporary Shelters:*

- First Opening: A fire inspection shall be completed and final approval shall be received prior to opening a shelter for the first time.
- Subsequent Openings: The fire code official (Fire Marshal or Deputy Fire Marshal) shall be notified 48 hours minimum prior to each anticipated non-consecutive use of a shelter. The fire code official may require a fire inspection prior to the shelter being used.

#### *Severe Event Shelters:*

- Pre-Authorization: a location shall be approved by a building code official and fire code official prior to use as a *Severe Event Shelter*. A free inspection should be requested a minimum of 2 months prior to anticipated use. The shelter shall not be used until a final inspection has been completed and approval for been provided.

- Approval Prior to Opening: The fire code official and operators will work together to schedule/conduct a fire inspection prior to use of a *Severe Event Shelter*. This is intended to be a follow-up inspection in addition to the fire inspection required prior to approval of a *Severe Event Shelter* location.

#### **Time limits:**

##### *Temporary Shelters:*

- A building may be used as a *Temporary Shelter* for a maximum of ninety days (90) within any twelve (12) month period of time beginning on the first (1<sup>st</sup>) day of occupancy or as approved by the local authority having jurisdiction.
- Additionally, Temporary uses exceeding a six month (180 day) time period beginning on the first (1<sup>st</sup>) day of occupancy require approval from the Building Code Official.

##### *Severe Event Shelters:*

- *Severe Event Shelters* shall only be operated during a *Severe Event*.

#### **Emergency Evacuation Plan (OFC Chapter 4):**

An approved emergency evacuation plan addressing the evacuation of all occupants in an emergency event shall be available at all times at the shelter location (not a remote location). The plan shall be reviewed a minimum of once per year, and shall be revised when needed. At a minimum, the emergency evacuation plan shall contain the following:

- Emergency Response Plan: complete and review with a fire code official
- Occupant log: A log of all occupants for each night must be maintained and made available to the emergency personnel in the event of a fire or incident.
- Building floor plans: Building floor plans for each floor of the shelter shall be posted throughout the shelter, and shall include:
  - *Sleeping Areas* clearly identified.
  - Room size: the square footage of all rooms within the shelter.
  - Evacuation Routes: the primary and secondary egress (exit) paths from all areas of the shelter shall be shown.
  - Accessible egress routes: locations shall be shown on the building floor plans.
  - Life-safety systems: include locations for fire sprinkler system including riser room, fire alarm panel and controls, etc.
  - Manual Fire Alarm Pull Boxes, if present
  - Fire Extinguishers
  - AED (Automated External Defibrillator), if present

#### **Documentation:**

Documentation of all fire safety requirements including copies of an Emergency Plan and a Shelter Operational Plan shall be maintained on site and shall be immediately available for review if requested by the fire code official.

**Fire Watch:**

A fire watch shall be maintained continuously. See fire watch packet for additional requirements. A fire watch shall be maintained during sleeping hours at a minimum, and may be required at other times. This means at least one responsible person shall be awake and assigned this responsibility. The intent is that if one person cannot survey all areas of the shelter, then additional persons will be required. Fire watch personnel are dedicated to this task and shall not be responsible for other duties such as serving food. This duty may be rotated among a number of responsible adults. The fire watch personnel shall be familiar with the building, the emergency plan, and shall be trained on procedures during an emergency. They have the responsibility for a continuous patrol of the shelter for the purpose of detecting fire or other emergencies and transmitting an immediate alarm to the Fire Department and occupants. If a fire alarm system is not present, fire watch personnel shall have a manual device such as a whistle or bell for alerting occupants and a cell phone for alerting the fire department and other Fire Watch personnel.

**General Safety Requirements:**

- Alcohol and drugs shall not be in possession or used
- (OFC 310) No smoking inside. Outside smoking, if allowed, shall be in designated locations and non-combustible containers filled with water shall be provided. Smoking shall be a minimum of 10 ft away from entrances, exits, windows, ventilation intakes, etc.
- (OFC 305) Potential fire ignition sources such as lighters and candles shall not be allowed in shelters, unless stored in supervised or locked storage areas.
- Use of portable heaters or unvented fuel-fired heaters shall be prohibited inside. Outside use may be approved.
- Separate locations or areas for different populations including families, single men, etc. shall be required, unless approved otherwise.

**Responsibilities:**

The Building Safety Department, Fire Department, Planning Department and other City of Medford departments will be responsible for:

- Review of shelters
- Approval of shelters
- Developing and maintaining a Shelter Team with stakeholders from City departments and the community

The City of Medford will not be responsible for:

- Providing staffing for Temporary Shelters or Severe Event Shelters
- Providing locations for Temporary Shelters or Severe Event Shelters

The Shelter Team will be responsible for:

- Developing partnerships within the community
- Revising policies and practices related to shelters

For Severe Events, the Mayor or City Manager, or their designees, will be responsible for:


- Ensuring the procedures are followed where possible
- Declaring a Severe Event
- Providing early warning of a Severe Event Declaration as soon as possible (ideally 48 hours) by:
  - Communicating Severe Events to Provider Network and City Departments,
  - Conducting media out reach

**Severe Event Procedures:**

Administrative Regulation 908 Emergency Notification System Severe Event Incident Response Guide (IRG) will be used when declaring a Severe Event.

- Prepare for Severe Events:
  - Engage and partner with stakeholders to
    - Share information
    - Pre-authorize shelter locations
    - Develop processes and policies ahead of events
- Identify a Severe Event threat
  - Communicate a warning that a Severe Event may be declared
    - Notify stakeholders as soon as possible (48 hours is preferred)
  - Coordinate with providers and stakeholders to:
    - Estimate need (# of beds, population type etc.)
    - Identify available resources
- Declare Severe Event
  - Communicate resources and shelter locations (media, provider network, 211 info, etc.)
- Monitor the event
  - Communicate anticipated end of Severe Event
- Declare and end to the Severe Event
  - Communicate end of Severe Event
  - Shelter Team Review event and communicate ways to improve

**Approved:**



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**Brian Sjothun, City Manager**

**11/05/2020**  
**Date**

Legal Reference(s):

- [Oregon Fire Marshal's Technical Advisory 14-12](#)
- [Oregon Fire Marshal's Technical Guidelines \(OFC\)](#)
- [Medford Municipal Code 10.012 and 10.819A](#)
- [Administrative Regulation 908](#)



# Severe Weather and Homelessness

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**For information on severe weather shelters, check [multco.us/cold](http://multco.us/cold) (<http://multco.us/cold>)**

## Support people living outside

If someone outside is unsheltered and whose life appears to be in danger, call 9-1-1. Otherwise, if you see someone about whom you are concerned during cold weather, such as not being dressed for the weather conditions, call [Multnomah County's non-emergency response line](http://multco.us/em/police-and-fire-non-emergency) (<http://multco.us/em/police-and-fire-non-emergency>) at 503-823-3333 and request a welfare check.

To help someone locate shelter and transportation to shelter, please call 2-1-1.

People seeking to get warm on winter days when severe weather shelters are not open are welcome in government buildings that are open to the public, including, for example, libraries and community centers. Library hours are listed on Multnomah County [Library's website](https://multcolib.org/hours-and-locations) (<https://multcolib.org/hours-and-locations>).

City of Portland community center information is [listed here](https://www.portlandoregon.gov/parks/39839) (<https://www.portlandoregon.gov/parks/39839>).

## Severe Weather Planning

County staff monitor weather conditions and other factors, including severe temperature fluctuations, emergency department visits for hypothermia, and wind chill. City of Portland and Multnomah County officials meet to discuss those weather conditions — consulting with Emergency Management, Health Department, County Human Services and Joint Office experts — and then jointly decide on shelter plans as needed.

Severe weather shelters open as needed when any of the following thresholds are met for any one of the conditions below that are forecasted to persist for four (4) hours or more between the hours of 8:00 p.m. - 7:00 a.m.

- Forecasted temperature of 25° F (-4° C) or below.
- Forecasted snow accumulation of 1.0 inch or more.
- Forecasted temperature at or below 32° F (0° C) with driving rain of 1.0 inch or more overnight.

## Cold Weather Alerts

Even when severe weather thresholds aren't met — but when overnight temperatures are forecast at 32 degrees or below, for roughly four hours or longer — the Joint Office will issue a "cold weather alert."

No severe weather beds will open during a cold weather alert. But providers will conduct additional and focused outreach to find vulnerable people, and they will have the ability to quickly obtain and distribute cold weather gear. Providers will step up coordination around information on resources and system shelter capacity. Overflow shelter capacity will be made available to outreach workers, who can refer people in need.

# Council Study Session

June 6, 2022

<b>Agenda Item</b>	Housing and Human Services Commission Severe Climate Event Policy Recommendation	
<b>From</b>	Linda Reid	Housing Program Specialist
<b>Contact</b>	<a href="mailto:reidl@ashland.or.us">reidl@ashland.or.us</a> 541-552-2043	
<b>Item Type</b>	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input checked="" type="checkbox"/>	

## **SUMMARY**

At a [regular meeting](#) held on August 7, 2021 the City Council approved a motion to request that the Housing and Human Services Commission develop a proposal for addressing the need for shelter options during extreme weather events. The Council motion is as follows:

*Council requests the Housing and Human Services Commission work with local partners, as well as the staff and council liaisons to the commission, to identify the options available to comprehensively address the extreme weather needs of Ashland residents, including extreme cold, extreme heat, and dangerous levels of wildfire smoke. The Council further requests that the Housing and Human Services Commission develop a proposal for Council consideration regarding how the Ashland Community can best address these needs and the specific role the City will have in that process.*

## **POLICIES, PLANS & GOALS SUPPORTED**

### [2020-2024 Consolidated Plan for Use of CDBG funds](#)

#### Tier 1: Higher Priority

- Emergency Preparedness
- Address Climate Change

#### Tier 2: Moderate Priority

- Economic Development
- Housing Needs
- Homeless Services
- All-Age Friendly Community

## **PREVIOUS COUNCIL ACTION**

Not Applicable

## **BACKGROUND AND ADDITIONAL INFORMATION**

The City has had two resolutions that address how the City will respond to incidents of inclement winter weather. The current policy Resolution 2013-04 which replaced 2007-11, only set parameters for cold weather conditions under which the City would declare a weather emergency and commit City resources in the form of a City owned building. However, for many years the City had dedicated a small amount of funding to support staff time at partnering non-profit agencies to provide volunteer coordination, communication, and trainings in support of City initiated emergency shelters. The volunteer coordinator was also tasked with finding alternate locations if a City

owned building was not available, and with communicating with other City staff who supported their efforts. This staff included Fire Department staff (CERT Coordinator) and Parks Department staff regarding the use of City owned buildings.

### **Stakeholder Outreach**

The Commission formed a Severe Climate Event Policy Recommendation Workgroup which met several times throughout the process of developing recommendations. The Workgroup created and implemented a plan to solicit stakeholder input to fulfill the Council’s outreach request and to gain input from those interfacing or serving impacted populations, or those who have had a role in the emergency shelter process in prior years, and those who have lived experience.

The workgroup also completed an audit of policies and best practice recommendations for severe and inclement weather shelters and parameters from other communities throughout Oregon and the nation. As well as information from prior programs implement by the City of Ashland in partnership with area non-profits. The workgroup also reviewed information on the health impacts of extreme climate events from a variety of resources, including but not limited to, the Center for Disease Control and Prevention, the Federal department of Health and Human Services, and non-profit organizations who advocate for special populations.

The Workgroup used these policy documents from other communities as a template to provide a framework for the discussion and as a way to clarify and organize the key elements that a comprehensive and inclusive policy should address. These elements were utilized as discussion topic prompts for both the stakeholder listening sessions as well as for the discussion among the full commission.

The feedback from the stakeholder listening sessions, including a debrief meeting after enacting a severe climate shelter event, as well as model language and potential structures gleaned from the resource audit were combined and provided back to the larger commission as a starting point for discussion. The key elements of a comprehensive policy are outlined below, as well as the recommendation that resulted from the discussion of the full commission.

### **Policy Recommendations**

- 1. The policy will set parameters for extreme temperatures both hot and cold and during extreme weather events, and for instances of bad air quality.*

The commissioners discuss a number of different temperature thresholds. The commissioners also discussed feedback form stakeholders, and their own feelings about the difficulties of balancing what most felt to be morally and ethically right with the realities of resources and what could be reasonably accomplished. The Commissioners agreed that in an ideal world the thresholds be more reflective of public health needs, however, they also agreed that the City should not adopt guidelines where the triggers for emergency shelter outpace the City and community’s ability to enact shelters. The City’s guidelines should have flexibility, which would set the thresholds as a baseline but still allow for the calling of shelters as needed. Such as in instances when the National Weather Service issues weather warnings that may necessitate calling for a shelter outside of any set temperature thresholds.

- 2. The policy will identify a coordinator for identification and coordination of shelter locations.*

Feedback regarding shelter locations included a recognition that daytime cooling and smoke shelters could be accommodated in most publically owned buildings including some located on the SOU campus (though it has also been pointed out that some homeless individuals have been trespassed from the SOU

campus). These buildings would potentially be in use and open to the public during the daytime shelter operational hours, and as such would be available to shelter members of the public and may not need any volunteer oversight to operate them as daytime shelters. Overnight shelters however, generally operate outside of normal business hours and may have different safety code requirements to accommodate an overnight use, therefore a coordinator is needed for the night time shelter coordination. There was a consensus among Commissioners and stakeholders that city buildings should be made available for sheltering purposes, even if they have previously been reserved for use as rentals or for recreational purposes. City owned buildings specifically discussed for shelter uses included Pioneer Hall (it has been discussed that Pioneer Hall is preferred, however, there are needed repairs to this building to accommodate an overnight use), the Community Center and the Grove. It was also suggested to approach the school district about utilizing a space that is owned or managed by that entity as those buildings are often well suited to sheltering purposes. Lastly, it was suggested that the City look at making available or developing a commercial kitchen space for use during emergency events as well as for the use of non-profit organizations providing meals for low income populations. The Pioneer Hall kitchen already has Health Department approval to operate as a commercial kitchen for the purposes of community meal preparation, but requires a periodic fee to be paid to maintain that certification.

- 3. The policy should outline a plan for calling and staffing an emergency shelter as well as plan for implementation of the shelter. A severe climate shelter team should be identified and included in the plan. It is recommended that shelter coordination should be City's primary role, and that the City should set aside resources to fund a shelter coordinator either as part of a City staff person's role or through a contract with an outside agency, which is how the City has supported this role in the past.*

It is recommended that shelter coordination should be City's primary role. The City should identify a Decision Making Activator Team (similar to the process that the City of Medford has identified) with the City Manager acting as the lead. The team would resemble a phone tree of sorts, with the City Manager as the leader at the top of the tree in making the determination to call a shelter, a designated staff person would be identified and tasked with issuing a notification for both the need for volunteers as well as to post public information regarding the availability of shelter spaces. The shelter implementation plan could potentially issue a call to the existing CERT volunteer lists (or to specific CERT volunteers who have attended trainings specific to sheltering events) and would also issue a NIXLE alert. Another staff role would be to coordinate communications between members of the Decision Making Activator Team, relevant City staff involved in specific aspects of shelter organization (such as law enforcement, parks department staff, and administration) and any community members or non-profit entities serving in a paid/contracted volunteer coordination role.

- 4. The plan should coordinate a group of people inside and outside of the City to work together to implement an Extreme Climate Event shelter.*

Community stakeholders should work together to identify and secure resources to implement Severe Climate Event shelters. This includes ongoing regular cooperation, communication, and collaboration to coordinate volunteer lists and other resources to support volunteers (like offering shelter specific trainings) locally and regionally. There was agreement for the desire to, "center the voices with lived experience". Focused on those who are needing respite during emergent events, such as seniors, low-income/fixed income households, people's with disabilities, medically fragile individuals, and other

vulnerable populations. It has also been suggested that the City create a central online volunteer list which can be accessed by both City Staff members of the Decision Making Activator team and community partners involved in shelter organization.

It is recognized that while the City has seen a dramatically increased capacity to house homeless populations in the new OHRA Center, the UU Pallet Shelter Project, and the soon Rogue Retreat Pallet Shelter Community, neither of these shelters addresses emergent and short term sheltering needs. So while there may be a reduced number of homeless households seeking overnight shelter during extreme climate events, there still will exist some measure of short term need among that population for temporary overnight respite, and there will continue to be a need for short term emergent daytime smoke and cooling shelters, some of which may be able to be assisted by these organizations at their respective locations. However, locations and volunteers will still need to be mobilized during these short term emergent climate events.

5. *Each shelter should have a scheduled debrief under an action/reflection model.*

This is part of the ongoing local and regional coordination that should result in improved process and best practices.

6. *City's role with regard to resource needs.*

A review of other City's policies has shown that there are a minority of City's that provide direct funding to support Severe Climate Event/Emergency Sheltering activities. The feedback received through the stakeholder outreach events revealed that many stakeholders feel that the City's role should be to provide more resources, including funding to support short term shelters. Stakeholders felt that the City relies too heavily on churches for providing locations, volunteers, and resources. Within the community, the volunteer pool is aging and is less able to provide the same level of service as in years past and many would like to see the City provide more resources to support short term shelters. These resources include:

- Locations for hosting shelters-which could impact City revenues through reduced classes/rental income.
- Direct funding to support volunteer training, coordination and support (though not necessarily through providing a city a staff person to do these activities, but could be part of an existing staff's responsibilities).
- Direct funding to support the resource needs of the shelter.
- Materials (air purifiers, etc.)
- In-Kind donations

### **Recommendations Overview:**

#### H&HSC Recommendations for new Thresholds for calling a shelter:

- The threshold for calling a cold weather shelter should be changed to 32 degrees or below (considering such factors as: wind chill, precipitation, number of days' duration) or in instances where the National Weather Service issues a Weather Warning.
- The threshold for calling an extreme heat shelter should be 95-100 degrees or above depending upon other factors such as humidity, UV index, and overnight lows or in instances where the National Weather Service issues an Extreme Heat warning.

- The threshold for calling a smoke related shelter should be an air quality index of 150 and above or designation of “unhealthy for everyone”) or above.

#### City’s Role in Instances of Emergency Shelter:

- Shelter Activation and Coordination using a phone tree model
- Establish a Decision Making Activator team similar to that established by the City of Medford
- Identify staff to fulfill specific duties: City Manager-Shelter activator; TBD-Communication Coordinator between paid shelter coordinator and city staff involved/concerned with sheltering activities, City Council and Administration; TBD-Public Information Officer/Nixle alerts/CERT activation.
- Provide City Buildings when needed, even if prior uses/reservations have to be cancelled.
- Provide ongoing funding for contract volunteer/shelter coordination services from an area non-profit service provider or in-house through existing staff.
- Provide a platform for communications between Decision Making Activator Team and shelter coordinators through an online platform that allows real time communication and updates accessible by those inside and outside the City (create a OneDrive account)
- Facilitate a regular ongoing emergency shelter group meeting to debrief after shelter events and for planning and coordination for future shelter events and needs, which could include volunteer trainings, coordination with potential providers of shelter locations and volunteers, and to communicate regionally.
- Provide materials and resources as needed (air purifiers/PPE) and in house targeted training (through CERT).

#### **FISCAL IMPACTS**

The fiscal impacts range based on the City’s level of involvement, the provision of locations for hosting shelters, and the adoption of thresholds which have the potential to increase the number of shelters days called each year,

#### **STAFF AND COMMISSION RECOMMENDATION**

Staff would like direction and a clear process in how the City addresses the need for emergency sheltering during severe climate events. The Housing and Human Services Commission is recommending all of the points above to be included in a new Resolution that supersedes all prior inclement weather policies and sets forth new and comprehensive thresholds for calling for the opening of a shelter in the instances of severe climate events. The resolution will also outline a process for enacting a shelter and will define the City’s role in that process.

#### **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

Direct Staff to draft a Resolution that supersedes all prior inclement weather policies and sets forth new and comprehensive thresholds for calling a shelter in the instances of severe climate events. The resolution will also outline a process for enacting a shelter and will define the City’s role in that process.

#### **REFERENCES & ATTACHMENTS**

Resolution 2013-04

References

**RESOLUTION NO. 2013-04**

**A RESOLUTION SETTING FORTH POLICIES AND CONDITIONS  
UNDER WHICH ASHLAND WILL PROVIDE EXTREME WEATHER  
RELATED EMERGENCY SHELTER HOUSING AND REPEALING  
RESOLUTION NO. 2007-11**

**RECITALS:**

- A. Ashland is located in an area that has four distinct seasons, and the winter season can have weather extremes that can be hazardous to persons without adequate shelter.
- B. The City of Ashland desires to set forth the conditions under which it will provide emergency shelter housing and the policies related to those staffing or utilizing such emergency shelter.

**THE CITY OF ASHLAND RESOLVES AS FOLLOWS:**

SECTION 1. Provision of Emergency Shelter.

Ashland will provide emergency shelter under the terms and conditions set forth herein during times of extreme weather conditions. For purposes herein, weather conditions shall be considered extreme when outside temperatures are 20° F or below or a combination of weather conditions, in the discretion of the City Administrator, make conditions hazardous to human life without adequate shelter.

SECTION 2. Terms and Conditions.

- 1) In the event of the need for an emergency shelter during extreme weather, an available city-owned building such as the Grove or Pioneer Hall may be used. Previously booked groups in those locations may be subject to cancellation.
- 2) The shelter will be staffed by volunteers from nonprofit organizations or other organizations in the business of providing for the needs of persons. The city's insurance company requires organizations providing volunteers to provide a letter to the City of Ashland stating that all shelter volunteers have received appropriate training to staff a shelter and have passed criminal background checks.
- 3) Shelter(s) will open at 8:00 p.m. Doors will be locked at 9:00 p.m. Guests may leave the shelter but not re-enter after 9:00 p.m. Guests arriving at the shelter after 9:00 p.m. will not be admitted unless brought to the shelter by a police officer. Guests must vacate the shelter no later than 8:00 a.m. the following morning.
- 4) Shelters must have separate restrooms for men and women and separate sleeping spaces for single men, for single women and for families. Children must not be left alone in the shelter, and signage must be conspicuously displayed to remind guests and volunteers of this requirement.



5) The shelter must contain an emergency box with a first aid kit. Shelter volunteers should bring their own cell phones in case of emergency.

### SECTION 3. Emergency Shelter Activation.

Provisions for emergency shelter will be activated as follows:

- 1) When the City Administrator or designee determines that weather conditions are or are likely to become “extreme,” he/she will contact the City’s CERT Coordinator.
- 2) The CERT Coordinator will contact the Parks and Recreation to determine which facility or facilities will be used as an emergency shelter.
- 3) The CERT Coordinator will contact designated representatives from volunteer organizations to arrange for staff volunteers at the shelter.
- 4) Volunteers and guests are responsible for following the same cleaning requirements as other groups.

### SECTION 4. Emergency Shelter Policies.

Operation of the emergency shelters shall, to the greatest extent feasible, comply with the following policy guidelines:

- 1) Shelter services must be provided with dignity, care, and concern for the individuals involved.
- 2) The buildings used as shelter must be maintained in a safe and sanitary condition at all times and must comply with City, County and State Building, Fire and Health Codes, unless exemptions have been obtained from the appropriate agencies..
- 3) In all Shelters, there should be adequate separation of families and singles, and adequate separation of single women.
- 4) No drugs, alcohol, or weapons will be allowed in shelter property at any time.
- 5) No disorderly conduct will be tolerated.
- 6) No threatening or abusive language will be tolerated.
- 7) No excessive noise will be tolerated, e.g. loud radios etc.
- 8) Smoking will be restricted to the outdoors in designated areas.
- 9) Guests should maintain their own areas in an orderly condition and may be assigned other responsibilities or tasks at the shelter.

SECTION 5. Dogs

Dogs may be permitted in an emergency shelter under the following circumstances:

- 1) Shelter volunteers must designate a specific area in the shelter for dogs. The floor of such area must be covered with thick plastic.
- 2) Dogs must remain in crates while in the shelter. Crates will not be provided, stored, repaired or cleaned by the City of Ashland and must be removed from the shelter when it is vacated.
- 3) If taken outside for biological needs, dogs must be leashed.
- 4) Shelter volunteers are to devise and follow procedures to keep dogs away from each other and other guests as they are being housed for the night and as they exit in the morning.
- 5) Shelter volunteers must be responsible for cleaning and sanitizing any areas soiled by a dog or dogs. Such cleaning is to be done to the satisfaction of City facilities maintenance staff.
- 6) Dogs that become threatening to others or are otherwise unmanageable will be required to leave the shelter.
- 7) Shelter volunteers must notify Jackson County Animal Control in the event a dog bite breaks the skin of an emergency shelter guest or volunteer.

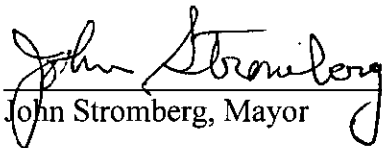
SECTION 6. Resolution No. 2007-11 is hereby repealed.

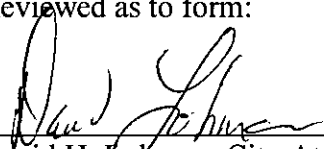
SECTION 7. This resolution takes effect upon signing by the Mayor.

This resolution was duly PASSED and ADOPTED this 5 day of March, 2013, and takes effect upon signing by the Mayor.

  
Barbara Christensen, City Recorder

SIGNED and APPROVED this 5 day of March 2013 ~~2012~~ BC

  
John Stromberg, Mayor

Reviewed as to form:  
  
David H. Lohman, City Attorney

## References—

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Personal communications:

Kenny LaPointe.. Executive Director Mid-Columbia Community Action Council, Hood River, OR. October 2021 Personal communication with Echo Fields

Robert Marshall. Program Manager, Mid-Willamette Valley Community Action Agency, Salem, OR. October 2021. Personal communication with Echo Fields





# Council Business Meeting

August 15, 2023

<b>Agenda Item</b>	Acquisition of the Coming Attractions property at 2200 Ashland Street (Taxlot 391E14BB -TL300) for an emergency and inclement weather shelter		
<b>From</b>	Joseph L. Lessard Scott Fleury Brandon Goldman	City Manager Public Works Director Community Development Director	
<b>Contact</b>	<a href="mailto:Joe.lessard@ashland.or.us">Joe.lessard@ashland.or.us</a>		
<b>Item Type</b>	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input type="checkbox"/> Presentation <input type="checkbox"/> Consent <input type="checkbox"/> Public Hearing <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Old Business <input type="checkbox"/>		

## **SUMMARY**

Before Council is a request to approve the acquisition of 2200 Ashland Street (391E14BB -Tax Lot 300; 1.20 acres) with a 3097 sq-ft commercial facility, for use as an emergency and inclement weather shelter.

## **POLICIES, PLANS & GOALS SUPPORTED**

Council Vision and Values Statement 2022

- Regional cooperation, including in support for public safety and homelessness

## **BACKGROUND AND ADDITIONAL INFORMATION**

The Council has long been engaged with City Management to determine appropriate next steps for an emergency and inclement weather shelter, specifically acquisition of a site/building that can accommodate the City's needs long-term and align with previously awarded grants.

The City has been coordinating with a Commercial Real Estate Agent on acquisition and been negotiating for acquisition of 2200 Ashland St. ,391E14BB -Tax Lot 300. The site is 1.2 acres with a 3097 square foot commercial use officed space building and parking. The building can be improved to accommodate an overnight shelter that meets the City's need for an inclement weather shelter (primarily winter & summer seasons) that also meets requirements of the State of Oregon's 'All In' grant that was accepted by the Council at its June 6, 2023, Regular Meeting.

The negotiation has concluded with both the seller and buyer (City of Ashland) reaching terms.

The general terms of the acquisition are:

- The total purchase prices is \$2 million; and
- The purchase price will be paid by an all-cash payment of \$1.4 million from grant funds and owner carry financing of \$600 thousand at 3.75% for 20 years with no prepayment penalties.

## **FISCAL IMPACTS**

The City has received two grants that support an emergency and inclement weather shelter for houseless individuals. The first Grant is a State of Oregon's "All In" grant of \$1,158,100. The second grant is a Department of Administrative Services (DAS) grant of \$1,000,000. The City also appropriated \$200,000 in its 2023-2025 BN General Fund Budget for use towards operation of its inclement weather shelter. These funds will be used to





# Council Business Meeting

cover the cash required for the property acquisition and the remaining funding will be used to improve the facility, cover future financing payments until additional grant funds are secured and cover the facility's operation costs.

## **SUGGESTED NEXT STEPS**

Next steps including closing on the property and making necessary improvements to begin occupation as an emergency shelter under the previously accepted grant requirements. The City staff will also respond to questions from nearby neighborhood residents and businesses concerning the emergency shelter's operation and plan to for next steps to address potential concerns.

## **MOTION**

*I move to approve the acquisition of 2200 Ashland Street, property 391E14BB -Tax Lot 300 for a cash price of \$1,400,000 and owner carried finance of \$600,000 for twenty (20) years at 3.75% with no prepayment penalties and approve the City Manager to sign all appropriate property closing documentation.*

## **REFERENCES & ATTACHMENTS**

None

# Council Business Meeting

November 7, 2023

<b>Agenda Item</b>	Contracting for Severe Weather Emergency Shelter Services	
<b>From</b>	Kelly Burns	Emergency Management Coordinator
<b>Contact</b>	<a href="mailto:kelly.burns@ashland.or.us">kelly.burns@ashland.or.us</a> , 541-552-2299	

## **SUMMARY**

City Staff has been in communication OHRA our non-profit organization that provides homeless services to provide severe weather emergency shelter coordination/operations and insurance coverage during our winter weather season of 2023-24. Opportunities for Housing, Resources, and Assistance (ORHA) has indicated that they are willing to take this request to their board for approval. OHRA has operated severe weather shelter services previously for the City and is knowledgeable and capable of how to operate and staff emergency severe weather shelter activity.

## **POLICIES, PLANS & GOALS SUPPORTED**

N/A

## **PREVIOUS COUNCIL ACTION**

N/A

## **BACKGROUND AND ADDITIONAL INFORMATION**

The City has supported a shelter coordinator in the past through a contract with non-profit organizations. In 2017, 2018, and most recently in early 2023, the City contracted with OHRA to oversee the winter shelter program which included provisions for emergency shelter services. City staff are in support of the City contracting for volunteer coordination, staffing, and general oversight of a severe weather shelter program once again. A contract with a non-profit service provider removes the City from liability for operation of emergency sheltering activities, as the City's insurance policy does not cover such activities. Contracting with a non-profit organization to coordinate sheltering activities provides City staff and community partners with both continuity and efficiency in the process.

Should OHRA enter a contract with the City for severe weather shelter operations, the model that OHRA proposes would provide services which would include paid shelter staff as well as ongoing volunteer coordination, paid fire watch staff, connection to the resource center and navigation services for shelter participants. The severe weather shelter location will be in the large storage area of the 2200 Ashland St property. Insurance coverage will cover the activity and coordination with City staff and the community around severe weather sheltering events.

## **FISCAL IMPACTS**

The City did not advertise for, nor has it not received any formal proposals that address the potential for providing emergency weather shelter operations. Due to the co-location of the Executive Order mandated low barrier shelter, there is a financial and operational benefit to having OHRA manage both shelters. The fiscal impacts of this action range based on the temperature thresholds, estimated number of times an emergency shelter is enacted and potential daily operating costs. The Council has identified

resources in the General Fund budget to support this activity. It should be noted that the current temperature threshold contained in our Severe Weather Resolution for cold is **32** degrees Fahrenheit. Last year the City activated a severe weather shelter 64 times, between November 1<sup>st</sup> and April 5<sup>th</sup>. These activations are not representative of the number of nights that the temperature threshold was triggered.

**STAFF AND COMMISSION RECOMMENDATION**

City staff recommend that the Council contract with a non-profit organization to provide emergency shelter coordination and oversight.

**ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I move to authorize the Deputy City Manager to execute a contract with OHRA for Emergency Severe Weather Shelter Coordination services utilizing funding appropriated for that purpose to cover the cost of the activity.

**REFERENCES & ATTACHMENTS**

- 2023-24 Severe Weather Shelter Contract- OHRA



AGREEMENT FOR COORDINATING SERVICES AND OF SEVERE WEATHER  
EMERGENCY SHELTER BETWEEN CITY OF ASHLAND AND OPPORTUNITIES FOR  
HOUSING, RESOURCES, AND ASSISTANCE.

This Agreement by and between THE CITY OF ASHLAND, a municipal corporation (hereinafter "City"), and of OPPORTUNITIES FOR HOUSING, RESOURCES, AND ASSISTANCE ("OHRA"), a 501(c)(3) corporation registered in Oregon.

- A. City and OHRA enter into this agreement to identify their roles and responsibilities for providing Severe Weather Emergency Shelter to vulnerable persons and families at risk who require safety and protection from exposure to extreme weather conditions; and NOW, THEREFORE, in consideration for the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. RECITALS. The recital set forth above is true and correct and is incorporated herein by this reference.
2. DURATION. Except for termination as provided herein, the term of this agreement shall be November 10<sup>th</sup>, 2023, through April 1<sup>st</sup>, 2024, unless otherwise amended by both parties.
3. BUDGET LIMITS. The cost to the City shall not exceed **\$100,000.00**, the maximum amount can be amended depending upon weather and sheltering needs.
4. OHRA SERVICES, FUNCTIONS AND RESPONSIBILITIES. OHRA shall use its best efforts to achieve the following objectives during the period of this Agreement:
  - 4.1 During the term of this Agreement, on each day City declares a shelter emergency per Resolution 2022-33, OHRA shall make all arrangements and commitments necessary and sufficient to have paid and volunteer persons at a location designated for Severe Weather Shelter use. OHRA will provide adequately trained staffing for authorized, safe, and lawful operation of the shelter.
  - 4.2 OHRA will provide communication and distribution of notices for shelter nights on each shelter emergency day.
  - 4.3 OHRA will hire and train temporary shelter staff.
  - 4.4 When a shelter emergency is declared, OHRA will ensure the provision of paid Fire Watch Staff, and any combination of paid overnight shelter staff and trained volunteers to operate Severe Weather Emergency Shelter with oversight by a Shelter Coordinator and the Director of Program Services. OHRA ensures training on the emergency plan, first aid, abuse prevention, de-escalation, trauma-informed care, safety, and emergency communications for the shelter, and execution of waivers, in a form reviewed by the City, which releases City from liability as provided in section 12 below.

4.5 OHRA ensures compliance with the Ashland Municipal Code by paying a living wage, as defined in AMC 3.12, to all persons paid to perform work under this Agreement and to any subcontractor paid to perform 50% or more of the service work under this Agreement as detailed in Exhibit A, budget for Severe Weather Emergency Shelter activity, attached to this contract. OHRA is also required to post the living wage notice prominently in areas where all its employees will see it.

5. CITY OBLIGATIONS. The City shall declare a shelter emergency upon forecasted conditions set forth under the City's Resolution 2022-33;

5.1 The City will give 48 hours notice to OHRA when declaring the need for Severe Weather Shelter.

5.2 The City will ensure that money is budgeted and available to make payments to OHRA as provided in this Agreement. City will pay OHRA for costs as identified in the budget for Severe Weather Emergency Shelter activity, attached as Exhibit A, all costs will be paid on an actual or per event basis.

5.3 OHRA will invoice one to four times per month for actual nightly and operational costs as identified in attached Exhibit A. The City will reimburse weekly for invoices submitted.

6. PAYMENT. This agreement involves the payment of money from the City of Ashland to OHRA for Severe Weather Emergency Shelter Services.

6.1 All payments made to OHRA under this Agreement should be sent to the following address:

Opportunities for Housing, Resources, and Assistance  
P.O. Box 1133  
Ashland, OR 97520

7. PERSONNEL. OHRA shall be solely responsible for wages and benefits paid to any employees working for OHRA.

8. REAL OR PERSONAL PROPERTY. There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement.

9. TERMINATION.

9.1 All or part of this Agreement may be terminated by mutual consent by both parties; or by either party at any time, upon thirty (30) days' notice in writing and delivered by certified mail. In the event of termination of the Agreement, each party shall be responsible for its own costs and expenses in complying with the Agreement.

9.2 This Agreement may be terminated by either party if the other party commits any material breach of any of the terms or conditions of this Agreement and fails or neglects to correct the same within 10 days after written notice of such breach. If the breach is of such nature that it cannot be completely remedied within the 10-day period, this provision shall be complied with if correction of the breach begins within the 10-day period and thereafter

proceeds with reasonable diligence and in good faith to affect the remedy as soon as is practicable.

10. ASSIGNMENT. OHRA shall not assign or transfer any interest in this Agreement without prior written consent of the City, provided, however, that OHRA may subcontract the performance of any provision or obligation required by this Agreement, so long as OHRA remains primarily responsible to the City for the performance of such provision or obligation.

11. INSPECTION RECORDS.

11.1 OHRA shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly reflect all costs of whatever nature claimed to have been incurred and anticipated in the performance of the Agreement. The City and its duly authorized representatives shall have access to the books documents, papers, and records of OHRA which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by OHRA for three years from the date of the completion of work unless a shorter period is authorized in writing. OHRA is responsible for any OHRA audit discrepancies involving deviation from the terms of the Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION.

12.1 The City of Ashland is not providing services but rather purchasing services from OHRA. Accordingly, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the parties both shall hold each other harmless, defend and indemnify the other from any and all claims, demands, damages or injuries, liability of damage, including injury resulting in death or damage to property, that anyone may have or assert by reasons of any error, act or omission of the other, its officers, employees or agents. Similarly, the City of Ashland shall not be held responsible for any claims, actions, costs, judgments, or other damages, directly and injury proximately caused by any form of negligence by OHRA, its employees, or agents, or its volunteers. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

13. INDEPENDENT CONTRACTOR STATUS. OHRA is an independent contractor and neither OHRA nor anyone performing work pursuant to this Agreement and under OHRA's auspices is an employee of the City. OHRA shall have complete responsibility for performance of its obligations under this Agreement. Except as provided for in this Agreement, the City shall not be liable for any obligations incurred by OHRA. OHRA shall not represent to any person that the City is liable for OHRA's obligations; except for such obligations the City may be liable as provided for in this Agreement.

14. INSURANCE. Each party is responsible for its own insurance and coverage relating to claims arising from providing or staffing a Severe Weather Emergency Shelter. No City coverage is extended to the other parties or volunteers; however, the City will maintain existing property coverage of the facility.

15. DISPUTE RESOLUTION. City and OHRA shall attempt to resolve all disputes through staff discussions at the lowest possible level. Both parties to this Agreement agree to provide other resources and personnel to negotiate and find resolution to disputes that cannot be resolved at the staff level. As a next step, claims, disputes or other matters in questions between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof shall be determined by mediation, arbitration, or litigation. Disputes shall be initially submitted to mediation by a mediator chosen by the parties. The cost of mediation shall be borne equally by the parties. If the parties are unable to agree upon a mediator within 5 days or if mediation fails to resolve the dispute and if either party wants to further pursue the dispute, either party may request that the dispute be submitted to arbitration before a single arbitrator agreed to by the parties. If both parties agree to arbitration but are unable to agree upon an arbitrator, each party shall select an arbitrator.

The arbitrators so chosen shall select a third, and the decision of a majority of the arbitrators shall be final, binding the parties, and judgment may be entered thereon. Unless the parties mutually agree otherwise, any arbitration proceeding shall be conducted in accordance with the currently in effect Arbitration Rules of the American Arbitration Association pursuant to ORS 190.720. Notwithstanding the above, either party may, at its own discretion, elect to resolve disputes in excess of \$50,000 by litigation, if mediation is not successful.

16. NOTICE AND REPRESENTATIVES. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

CITY of Ashland:

City Manager 20 East Main  
Ashland, OR 97520

Opportunities for Housing, Resources, and Assistance

P.O. Box 1133  
Ashland, OR 97520

And when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices: bills, and payments shall be deemed

given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OR TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURES BELOW OR THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers thereunto duly authorized.

CITY OF ASHLAND

Approved as to form

BY: Sabrina Cotta  
Title: Acting City Manager  
Dated: \_\_\_\_\_

Douglas M McGeary  
Acting City Attorney

OPPORTUNITIES FOR HOUSING, RESOURCES, AND ASSISTANCE

By: Cass Sinclair  
Title: Executive Director  
Dated: \_\_\_\_\_

<b>Nightly Costs:</b>			
	<b>Personnel Cost</b>	<b>Cost Per Night</b>	<b>NOTES</b>
	Shelter Coordinator	\$110.00	4 hr/night x \$25/hr. + 10% Payroll Tax & Workers Comp
	Overnight Firewatch	\$325.60	16 hours x \$18.5/hr + 10% Payroll Tax & Workers Comp
	Shelter Staff - Night	\$651.20	2 staff people 16 hours x \$18.5/hr + 10% Payroll Tax & Workers Comp
	Volunteer and Food Coordinator	\$55.00	2 hr/night x \$25.00/hr + 10% Payroll Tax & Workers Comp
	<b>Total Personnel Costs</b>	<b>\$1,141.80</b>	
	<b>Operating Costs</b>		
	Daily Professional Cleaning	\$79.00	Estimate
	Printing Cost	\$15.00	\$0.10/copy (For sign in and guest policies)
	Food Allowance	\$360.00	\$12 per night for 30 people
	Laundry	\$30.00	Wash Shelter Blankets, towels etc
	Program Supplies	\$237.00	
	<b>Total Operating Costs</b>	<b>\$721.00</b>	
	<b>TOTAL PERSONNEL AND OPERATING COSTS</b>	<b>\$1,862.80</b>	
	Admin @ 15% of Perspnnel and Operating Costs	\$279.42	
	<b>TOTAL NIGHTLY PROGRAM COSTS</b>	<b>\$2,142.22</b>	
<b>Fixed Costs</b>			
	Insurance	\$2,000.00	Not to exceed- to be final billed adjusted for actuals
	Indeed Job Postings	\$1,000.00	Not to exceed- to be final billed adjusted for actuals
	Emergency/disease prevention items	\$200.00	Estimate for Blood spill, sharps, etc.- to be billed at actuals
	<b>Total Estimated Costs</b>	<b>\$3,200.00</b>	

<b>Misc. Operational Overhead Costs Budget*</b> (not to exceed billed at actual costs)			
	Relias training and licenses	\$2,030.00	
	Background checks	\$300.00	
	<b>Total Estimated Costs</b>	<b>\$2,330.00</b>	
<b>Equipment Costs Budget*</b> (to be acquired based on use/need but within not to exceed budget; if purchased, ownership will remain with/be transferred to the City)			
	Refrigerator	\$1,200.00	Not to exceed (May be donated and remain with OHRA)
	Sleeping mats	\$700.00	Not to exceed- to be billed upon acquisition
	<b>Total Estimated Costs</b>	<b>\$1,900.00</b>	
<b>Program Supplies Schedule (Nightly Cost)</b>			
	Hand soap	\$4.00	
	Paper plates	\$20.00	
	Utensils	\$20.00	
	Trash liners	\$2.00	
	Salt De-icing	\$6.00	
	Tea	\$40.00	
	Coffee	\$40.00	
	Coffee cups	\$20.00	
	Creamer	\$20.00	
	Sugar	\$5.00	
	Hot Chocolate	\$20.00	
	Paper towels	\$20.00	
	Water service	\$20.00	
	<b>TOTAL PROGRAM SUPPLIES</b>	<b>\$237.00</b>	