



NEIGHBORS4SAFESMARTSHELTERS INFO@N4SAFE.COM

Dan Ryan
Commissioner
City HALL - City of Portland

via email and mail

RE: Lease Negotiations/City of Portland and Winkler property NW Naito Parkway

Mr. Ryan:

We are dismayed and disappointed that the city would threaten a local property owner with Eminent Domain for the sole purpose of forcing them into negotiations for an Safe Rest Village (SRV) site. This tactic allows the city to virtually confiscate private property for the proposed use of an improperly designed, poorly planned and unworkable SRV. This was done knowing the landowner was not in agreement and had already fought to keep the next door lot from a similar situation.

In addition, these actions occurred in the face of well documented and reported promises that only the city's land inventory would be considered for siting the new safe rest villages. Your proposal for the NW Naito site is in direct contradiction to your stated promise. Furthermore, your proposed SRV places additional pressure on a community that is already doing it's part with an existing 120 bed shelter that has attracted spillover encampments with all the associated ills, and significant daily violations of operational and managerial commitments.

We view this as just another desperate and ill-advised step to waste federal, state, and local taxpayer funds NOT in service of or to homeless people in Portland (many of whom are not residents of the state or city) AND to the detriment of the health and growth of an entire area, local residents, homeowners, businesses, and long time community members. All this without any proper consultation, involvement or even attempts at discerning the wishes of the community in which you propose to site a dangerous, ill-conceived and unworkable so-called safe rest village.

Further to your staff's recent email indicating that lease negotiations between the city and Mr. Winkler on the above captioned lot are continuing, below please find a series of lease provisions that would be imperative to include.

Neighbors4SmartSafeShelters, pursuant to a good faith relationship with the city, request these several additions to the proposed lease agreement for property on NW Naito Parkway, the proposed site for an SRV. This is not to be interpreted as agreement with, a green light for, or acquiescence of any kind to the proposed safe rest village site on NW Naito.

Having been deprived of the opportunity for notice and comment prior to the announcement of the proposed safe rest village and following the Emergency Declaration contained within S2HC (as required by Oregon statute), we are instituting this good faith action to ensure the health and safety of our community, compliance of zoning and siting regulations, and the safe, efficient use of SRVs for its occupants, should the proposed site be used.

As a coalition, we wholeheartedly understand the plight of homeless individuals, and also know it is reasonable to respect the expectations of community members who have lived in and contributed to the vitality of the NW Naito area for decades. In fact, the Pearl District has the highest number of low income and subsidized housing in this high density area in all of Portland in addition to the Harbor of Hope Shelter.

We therefore propose these additions below to the lease agreement with hopes of better congruity between neighborhood objectives and the goals of the city in managing and addressing the homeless crisis. This proposal, in no way, signals the endorsement or acceptance of the proposed NW Naito site for an SRV. We remain unconditionally opposed to this siting.

1. Increased monitoring of any sited SRVs around the clock by a public officer, not private security prior to any shelter construction. (Note: we have already seen break-ins to the fenced in areas, break-ins to cars on the Alber's Mill parking lot, open drug dealing, violence, and encampments set up in the empty lot).

-Constant police presence to aid in curtailing further encampment opportunities and ensure safety and security of SRV residents and those living and working in the neighborhood.

2. In a similar spirit, the current fencing boundary around the property is not an adequate safety measure to prevent encampments. There have already been several instances where holes have been cut in the fencing which has led to unauthorized access to the site as well as potential health and safety hazards, and rampant and unchecked drug dealing through the fence. **A solid 10 foot solid wall is needed.**

3. A serious objective of SRVs is to provide effective and efficient health and safety protocols of persons experiencing homelessness. **Therefore, allowing unautho-**

alized lot occupants would be contrary to that objective. 24/7 monitoring and security would be needed.

4. A lease stipulation is required regarding graffiti and vandalism that holds the lessor accountable for clean up within 48 hours of any reported incident.

-For greater expediency and to ensure timely reporting, a 24 hour hotline to the police should be established where neighbors and residents can report any crime on the lot. Police would be required to answer the calls and attend the site within 30 minutes of the call.

5. There must be a provision that drug use and alcohol use, distribution, sale or presence is prohibited on the site - period. No exceptions. This is a common and widely used lease provision in commercial leases. The lease provision should include a clause that if/when the drug & alcohol provision is violated, the lease is automatically revoked.

6. Given the stated impermanence of the SRV and the emergency housing declaration that led to their genesis as a temporary solution, the lease's impermanence should be stated in writing, with no option to renew or extend after a three-year period. At the end of the three-year period, the property shall be returned to its prior state of value and cleanliness with the lessor responsible for a complete and detailed clean-up of the site.

7. During the term of the lease, the surrounding area must be landscaped and kept free and clear of dead shrubs, trees and bushes, weeds, drug paraphernalia, needles, garbage, debris, and human defecation/waste all pursuant to City Code 29.20.010. This section is essential to the community.

8. Noise and Nuisance Laws must be obeyed and clearly stated in the lease.

9. Despite the emergency nature of such a project, the lessee and lessor are not to be exempt from the proper channels of inspection and review of the property including DEQ authority for any excavation on toxic grounds and should meet the property compliance per Portland City Code. A provision must be included stating there shall not be any work around or modifications of the required permitting for waste disposal systems, gravity sewage systems and pumping stations, land and water, and stormwater.

10. The environmental and safety and quality must be addressed.

-Because an important aspect of the SRV is to protect the residents at the site as well as the local community, the lease must include:

-If the lot is to be used to house people - in temporary shelters, full environmental remediation must be done before placing anything on the lot

- Removal of all contaminated soil because the lot is in a DEQ designated zone where clean-up for development is required
- Review waste and water requirements - no portable toilets allowed.
- No propane or other tanks for inside cooking in temporary structures due to possible explosions and BLEVES.
- 5 foot cement cap placed over the remediated lo
- A strict but reasonable noise and nuisance curfew to be implemented for residents of the property at 9pm (to curtail neighborhood noise and unwanted noise).

With your compliance and cooperation, we can meet the objectives of all parties while preserving the value of our neighborhood and the sanctity of the homes we have worked so hard to establish.

We look forward to hearing from you on these important lease provisions.

Michael Galizio

Joan Neice

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Michael Galizio

Dr. Joan Neice

Alberto Santaballa

CC: Mayor Wheeler
Jim Winkler
PDNA
Portland City Attorney