

Attention City Manager, Sweet Home, Oregon

To jfisher@sweethomeor.gov

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

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

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

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

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

There are boundaries and rules to stay.

Drugs and alcohol are not allowed on the site.

It will have resources for treatment and help.

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

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

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

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

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

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

Other issues:

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

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

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

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

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

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

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

Will weapons be allowed at the site?

Will fires be allowed at the site?

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

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

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

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

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

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

Sincerely, David Petersen