

1 **NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Chico as
2 follows:

3 1. The City Council authorizes and directs the Interim City Manager to publish the
4 2022 Chico Shelter Crisis Plan, a copy of which is attached hereto as Exhibit "1" and
5 incorporated fully by this reference, on the City of Chico's website on or before July 1, 2022.

6 **THE FOREGOING RESOLUTION WAS ADOPTED** by the City Council of the City
7 of Chico at its meeting held on June 21, 2022, by the following vote:

8 AYES: Bennett, Morgan, O'Brien, Tandon, Reynolds, Coolidge

9 NOES: Brown

10 ABSENT: None

11 ABSTAIN: None

12 DISQUALIFIED: None

13 ATTEST:

APPROVED AS TO FORM:

14 
15 _____
16 Deborah R. Presson, City Clerk


17 _____
18 Vincent C. Ewing, City Attorney*

*Approved pursuant to The Charter of the
City of Chico §906(E)

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(Resolution)
Exhibit 1

Shelter Crisis Declaration - Homeless Plan

Shelter Crisis Plan Background

On October 5, 2021, the Chico City Council adopted Resolution No. 53-21 declaring a Shelter Crisis in the City of Chico. Pursuant to Government Code section 8698 *et seq.*, the City of Chico (“City”) may declare a Shelter Crisis upon a finding that a significant number of persons within the City are without the ability to obtain shelter, resulting in a threat to their health and safety. At the time of the Shelter Crisis declaration, the 2019 Point in Time Census and Survey Report identified 389 unsheltered homeless persons in the City. Homeless encampments were increasing across the City within the public right of way, exposing individuals experiencing homelessness to hazards, crime, risk of death, injury, lack of adequate sanitation, and other conditions detrimental to their health and safety.

Assembly Bill No. 2553 (AB 2553), was enacted September 25, 2020, and provided details on the planning and reporting required by jurisdictions that declare a Shelter Crisis. Per AB 2553, the City shall make a plan to address homelessness publicly available on or before July 1 of the year following the declaration of the Shelter Crisis. The plan shall contain information on the following elements:

- The development of homeless shelters,
- The development of permanent supportive housing,
- The development of onsite supportive services, and
- A plan to transition residents from homeless shelters to permanent housing.

The following plan details the current and on-going efforts of the City to address homelessness, including: the efforts the City has directly taken to develop shelter beds, the support the City has provided other organizations and non-profits to assist those experiencing homelessness, the critical partnerships the City has developed to foster service provision, and the role the City is taking to connect those in need with necessary shelter.

Development of Homeless Shelters and On-Site Supportive Services

In April 2019, a panel of the United States Court of Appeals for the Ninth Circuit ruled the U.S. Constitution Eighth Amendment’s prohibition on cruel and unusual punishment bars a city from prosecuting people criminally for sleeping outside on public property when those people have no home or other shelter to go to (such as space in a shelter or a legal place to rest). Litigation was filed against the City of Chico on April 8, 2021, regarding the City’s ability to enforce its anti-camping ordinances (*Warren, et al. v. Chico, et al.*, CAED Case No. 2:21-cv-00640-MCE-DMC).

The *Warren* case settled on January 14, 2022 and was dismissed with prejudice on that date. Per the Settlement Agreement (Attachment A), the City developed an Emergency Non-Congregate Shelter (“Shelter”) that provides onsite food service, hygiene services, support services, and transitional housing services. See Attachment B for a site plan and Attachment C for site photos.

The Shelter includes:

- a. 177 Micro shelters that contain space for a maximum of 354 beds - each unit includes heat, air conditioning and electrical.
- b. Perimeter fencing
- c. Handwashing stations (2 per 50 people)
- d. Toilets (3 per 50 people)

- e. Shade tent
- f. Waste receptacles and waste service
- g. Trailer or space for County services to be provided, including private space for individual meetings between service providers and site users.
- h. Food service area
- i. Designated smoking area
- j. Bike storage
- k. Pet run
- l. Site lighting
- m. Electrical for climate controls to micro shelters
- n. Electrical charging station
- o. Access to potable water
- p. Designated area(s) to accommodate service programs

Management of the site is provided by a local non-profit organization, the Jesus Center. The role of the Jesus Center includes:

- a. Operation of a 24/7 managed site at 2280 Martin Luther King Jr. Parkway;
- b. Provision of co-located coordinated and integrated services focused on enabling an integrated, emergency housing and resources site to shelter and mitigate the impacts of living in conditions not intended for human habitation; and
- c. The establishment and implementation of proposed policies, procedures, participation practices, expulsion process, and engagement rules.

In addition, in partnership with the Butte County Department of Behavioral Health and the Butte County Department of Employment and Social Services, the following services are available to those living at the Shelter if requested:

- a. Housing navigation,
- b. Mental health services,
- c. Crisis intervention, and
- d. Benefits navigation.

The facilities, services, and engagement that were detailed in the plan became fully operational on April 25, 2022. As of June 9, 2022, there were 109 occupants at the Shelter, of which seventy-one (71) people have voluntarily received at least one Case Management session. While there exist no time limitations on occupancy at the Shelter, it is the goal of the City to coordinate with partner organizations to assist those living in the Shelter to transition to permanent housing.

In addition to the Shelter, there are a number of other temporary shelters within the city limits of Chico that are either complete, or in various stages of development or expansion (Attachment D). In order to assist in articulating the number of shelter beds available, the City has developed a web page with information on bed availability at several of the local shelters (see <https://chico.ca.us/sheltering-provisions>).

Transition from Shelter to Permanent

In addition to the implementation of the Settlement Agreement, the City continues to work with partners such as the Butte County Continuum of Care, Butte County Department of Employment and Social Services, Butte County Behavioral Health, the Housing Authority of Butte County, and other local non-profit service providers

to understand the needs of homeless individuals and connect them with the available transitional housing and services.

The City of Chico Low-Cost Housing Resource Guide (Attachment E) provides information to the public on affordable housing including shelters, treatment and transitional housing, permanent supportive housing, and senior housing. This information as well as other housing related resources are readily available to the public on the City's website (<https://chico.ca.us/housing-division>).

Permanent Supportive Housing

In addition to providing temporary shelter and supporting transitional housing, the City actively supports the development of permanent and permanent supportive housing. The City of Chico, through several funding sources including Redevelopment, HOME, CDBG, and the City's Affordable Housing Fund, has committed over **\$106 million** toward the development of affordable housing including homeownership, shelters, transitional, permanent rental and permanent supportive housing units. The City continues to support permanent supportive housing and to date has committed \$11,549,884 to create 129 fully supportive units in seven projects (Attachment F). Two of these projects are on City land with long-term leases.

Summary

The City of Chico declared a Shelter Crisis in October 2021 in response to the increasing number of individuals without the ability to obtain shelter, resulting in a threat to their health and safety. To address the crisis, the City has and will continue to provide a four-point response:

1. Provide shelter space per the *Warren, et al. v. Chico, et al.* Settlement Agreement.
2. Provide information to the public on available shelter space and housing resources.
3. Actively partner with Butte County Department of Employment and Social Services, Butte County Behavioral Health, the Butte County Continuum of Care, and other agencies and non-profits to provide services to the unhoused, with the goal of transitioning residents of homeless shelters to permanent housing.
4. Evaluate housing needs within the City and provide funding when appropriate and available to support both transitional and permanent housing.

(Shelter Plan)
Attachment A

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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between Plaintiffs Bobby Warren, Andy Lambach, Jonathon Williams, Michael Samuelson, Tracy Miller, Tona Petersen, Carol Beth Thompson and Christa Stevens (collectively, "Plaintiffs"), and Defendants City of Chico and City of Chico Police Department (collectively, "Defendants" or the "City") (Plaintiffs and Defendants are collectively referred to as the "Parties"), based on the following facts and recitals.

RECITALS

The Parties agree that this Agreement is entered into with reference to the following:

- A. On April 8, 2021, Plaintiffs filed a Complaint seeking injunctive relief and monetary damages, thereby commencing a lawsuit in the United States District Court for the Eastern District of California, entitled *Bobby Warren, et al. v. City of Chico, et al.*, Case No. 2:21-cv-00640-MCE-DMC ("Action"). ECF 1.
- B. On April 11, 2021, Plaintiffs filed a First Amended Complaint ("FAC") seeking injunctive and declaratory relief and monetary damages. The First Amended Complaint is the operative pleading in this Action. ECF 34.
- C. On April 10, 2021, Plaintiffs filed an Ex Parte Motion for Temporary Restraining Order, seeking a temporary restraining order to enjoin Defendants from:
- a. Enforcing or threatening to enforce the 72-Hour Illegal Encampment Notifications dated April 8, 2021 at 12 p.m. at Comanche Creek Greenway;
 - b. Issuing or enforcing any other 72-Hour Illegal Encampment Notifications as to unhoused persons on public property in Chico, California;
 - c. Enforcing or threatening to enforce the Chico Municipal Code sections listed in the April 8, 2021 72-Hour Illegal Encampment Notification, which are Municipal Code Sections 12R.04.340, 12.18.430, 9.20.010 through 9.20.060, and 9.50.030. Enforcement and threat of enforcement of § 9.20.030 (Unlawful Camping) is only restrained on public property. Enforcement and threat of enforcement of § 9.50.030 is limited to §§ 9.50.030 (B)-(E) (Waterways Ordinance – Camping, Staying, Storage of Personal Property, Entering and Remaining);

1 d. Enforcing or threatening to enforce California Penal Code § 647(c), which is listed on
2 the April 8, 2021 at 12 p.m. Illegal Encampment Notification; and

3 e. Destroying property of unhoused persons seized by Defendants even if Defendants value
4 the property at \$100 or less and/or determine it is not of reasonable value. ECF 10.

5 D. On April 11, 2021, the United States District Court for the Eastern District (“Court”)
6 granted Plaintiffs’ Ex Parte Motion for Temporary Restraining Order (“TRO”) and set a hearing on
7 Plaintiffs’ motion for a preliminary injunction for April 23, 2021. ECF 37.

8 E. On April 23, 2021, at a hearing before the Court to determine whether a preliminary
9 injunction should issue, Plaintiffs and Defendants agreed, and the Court ordered, for Plaintiffs and
10 Defendants to meet and confer for the purpose of discussing potential avenues to settle the Action. The
11 TRO was extended until May 14, 2021. The hearing on Plaintiffs’ Motion for a Preliminary Injunction
12 was continued until May 14, 2021. ECF 71.

13 F. The Parties subsequently stipulated and the Court order extended the TRO through July 2,
14 2021 and continued Plaintiffs’ Motion for Preliminary Injunction to that same date. ECF 80, 84, and 88.
15 The Parties were not then able to reach agreement during settlement discussions.

16 G. At a hearing on July 2, 2021, on Plaintiffs’ Motion for Preliminary Injunction, the Court
17 extended the TRO until the Court issued a decision on the Motion for Preliminary Injunction. ECF 102.
18 The Parties agreed to have the case referred to a magistrate judge for a settlement conference and the
19 Court referred the case to Magistrate Judge Kendall J. Newman. ECF 103.

20 H. On July 8, 2021 the Court granted Plaintiffs’ Motion for Preliminary Injunction and ordered
21 the TRO converted to a Preliminary Injunction with the same terms. The Court ordered the Preliminary
22 Injunction shall remain in effect until the Preliminary Injunction is dissolved by the Court or a
23 judgment is entered. ECF 110.

24 I. Defendants dispute Plaintiffs’ factual allegations and legal contentions made in the Action.
25 Defendants’ filed an Answer to the First Amended Complaint on June 9, 2021. ECF 86.

26 J. The Parties met for settlement conferences before Magistrate Judge Kendall J. Newman on
27 August 30, 2021, September 10, 2021, September 27, 2021, October 27, 2021, November 15, 2021,
28 December 10, 2021, and December 29, 2021.

1 K. For the sole purpose of avoiding protracted litigation, the Parties agree that it is in the
2 Parties' best interests to settle the above-referenced Action, including all claims, complaints and any
3 other requests for judicial relief therein, and based thereon, memorialize their agreement subject to the
4 terms and conditions set forth below. In entering into this Agreement, Defendants are not admitting
5 any wrongdoing, liability or legal violations on their part and are not conceding the validity of any of
6 Plaintiffs' legal theories or claims.

7 **TERMS**

8 The Parties agree to the following to resolve the Action (and any claims related thereto):

9 1. **Recitals.** The Recitals are incorporated into and made a material part of the terms and
10 representations of this Agreement.

11 2. **Stipulated Order Re: Settlement, Dismissal and Continuing Jurisdiction and Effective**
12 **Date.** Within three days of full execution of this Agreement, the Parties will file with the Court the
13 "[Proposed] Order re Settlement, Dismissal and Continuing Jurisdiction," attached at Exhibit 1
14 ("Order"). The Parties' obligations and releases in this Agreement are contingent and shall take effect
15 only upon District Judge Morrison C. England Jr.'s signing and entry of the Order ("Effective Date").
16 This Agreement shall have a term of five years commencing on the Effective Date and the Order shall
17 expressly incorporate the terms of this Agreement and shall include an express provision for the District
18 Court to retain jurisdiction to enforce the Agreement for five years from the Effective Date. The Order
19 shall provide that the Court shall refer jurisdiction and enforcement of the Agreement to Magistrate
20 Judge Kendall J. Newman.

21 3. **Definitions.** The following definitions used in this Agreement, are hereby incorporated into
22 and made a material part of the terms of this Agreement:

23 a. "Anti-Camping Ordinances and Regulations" means the following provisions of the
24 Chico Municipal Code ("C.M.C.") and State law and any analogous provision(s) of local or
25 State laws as applied against Homeless Persons on Public Property:

26 i. C.M.C. Chapter 9.20 (CAMPING; §§ 9.20.010 – 9.20.070), including §§ 9.20.020
27 and 9.20.030 (Citywide Camping Prohibition), § 9.20.050 (Storage of Personal Property in
28 Public Places), and § 9.20.055 (Property Removal);

- 1 ii. C.M.C. § 9.50.030 (B)-(E) (Waterways Ordinance – Camping, Staying, Storage of
2 Personal Property, Entering and Remaining);
- 3 iii. C.M.C. § 12.18.430 (Park Ordinance – Camping);
- 4 iv. C.M.C. § 12.18.450 (Park Ordinance – Closure);
- 5 v. C.M.C. § 12R.04.340 (Park Regulation – Camping);
- 6 vi. C.M.C. § 12R.04.370 (Park Regulation – Closure); and
- 7 vii. California Penal Code § 647(e), which provides it is a misdemeanor to lodge in any
8 building, structure, vehicle, or place, whether public or private, without the permission of
9 the owner or person entitled to the possession or in control of it. The portion of California
10 Penal Code § 647(e) pertaining to lodging in private property shall not fall within this
11 definition.
- 12 b. “City” means City of Chico, City of Chico Police Department and their respective
13 agents, servants, employees and those in active concert or participation.
- 14 c. “Homeless Person” has the same meaning as set forth in 42 U.S.C. § 11302.
- 15 d. “Enforce” and/or “Enforcement” means pursuant to the Anti-Camping Ordinances and
16 Regulations: 1) issuance or the threat of issuance of an administrative or criminal citation to a
17 Homeless Person; 2) arrest or threat of arrest of a Homeless Person; 3) issuance of a notice
18 threatening a citation and/or arrest of a Homeless Person; 4) moving of a Homeless Person
19 and/or their personal property from Public Property; and/or 5) seizing personal property of a
20 Homeless Person.
- 21 e. “Individual Assessment” means Outreach and Engagement Staff meeting with and
22 evaluating a Homeless Person to determine if an Appropriate Shelter Space (as defined in
23 Paragraph 10 of this Agreement) is available to the person.
- 24 f. “Outreach and Engagement Staff” or “O&E Staff” means City employees, excluding
25 Chico Police Department and other law enforcement, City contractors, members of other
26 qualified government agencies, and members of qualified organizations that provide outreach
27 and services to Homeless Persons to provide an Individual Assessment. “O&E Staff” must:
- 28 i. Be or be supervised by a licensed social worker, or other similarly trained

1 professional;

2 ii. Have training and experience working with Homeless Persons;

3 iii. Have training and experience providing trauma-informed care and services to
4 Homeless Persons;

5 iv. Have training and experience in recognizing when a Homeless Person may have a
6 mental health condition and the ability to sensitively communicate with Homeless Persons
7 with mental health conditions; and training/experience with reasonable accommodation law;

8 v. Have the training/experience necessary to conduct Individual Assessments described
9 in Paragraph 3(e) of this Agreement; and

10 vi. While law enforcement are not O&E Staff and do not conduct Individual Assessments,
11 Chico Police Department or other law enforcement may be present at the general location
12 where O&E Staff are meeting with Homeless Persons but they must remain far enough away
13 from O&E Staff and the Homeless Person to ensure that the Individual Assessment remains
14 private and outside the immediate presence of law enforcement unless O&E staff requests law
15 enforcement's presence due to safety concerns or law enforcement determines that they need
16 to intervene for safety reasons.

17 g. "Public Property" means any publicly owned property in the City, including but not
18 limited to, a public park, public street, alley, lane, public right-of-way, or any public parking lot
19 or public area whether improved or unimproved, located within the City.

20 4. **Construction of the Chico Emergency Non-Congregate Housing Site.** The City will
21 construct, or cause to be constructed, the Chico Emergency Non-Congregate Housing Site ("Housing
22 Site") at 2352 Martin Luther King Jr. Parkway, Chico, California. The Housing Site may be operated
23 by the City and/or any contractor the City selects. The City shall provide, or cause to be provided, the
24 following at the Housing Site:

25 a. **Emergency Pallet Shelters:**

26 i. At least fifty (50), but no more than 177 Emergency Pallet Shelters ("Pallet
27 Shelters").

28 ii. The Pallet Shelter interior floor area shall not be less than 64 square feet (6.5 m²) for
two occupants. Where more than two persons will occupy a Pallet Shelter, the required floor

1 area shall be increased at the rate of 50 square feet (4.65 m²) for each occupant in excess of
2 two. The interior floor area shall not exceed 400 square feet (37 m²), excluding lofts.

3 iii. Each occupied Pallet Shelter must include a privacy lock on each entrance door and
4 all windows, a continuous source of electricity with at least one interior lighting fixture,
5 electrical heating and air conditioning equipment, at least one smoke and carbon monoxide
6 alarm, and at least one GFCI-protected outlet for use by the occupant.

7 iv. The Pallet Shelters shall be organized in pod communities of approximately 50
8 Pallet Shelters per pod. Each pod shall be separated from the other pods by space or actual
9 barriers to facilitate the feeling of smaller communities within the Housing Site. The City
10 may choose to designate pods for certain populations of Homeless Persons. For example, the
11 City may designate a pod as women-only. Each pod shall have the appropriate number of
12 potable water stations, toilets, handwashing stations, bathing facilities, and waste receptacles
13 per Paragraphs 4(b) and (d) of this Agreement.

14 v. Each occupied Pallet Shelter shall be designated by address numbers, letters, or other
15 suitable means of identification. The identification shall be in a conspicuous location facing
16 the street or driveway fronting the building or structure. Each identification character shall
17 be not less than 4 inches (102 mm) in height and not less than 0.5 inch (12.7 mm) in width,
18 installed/painted on a contrasting background.

19 vi. Each Pallet Shelter shall be provided with at least two forms of egress placed
20 remotely from each other. One form of egress may be an egress window. The bottom of the
21 clear opening of the egress window shall not be more than 44 inches (1118 mm) above the
22 floor. The egress window shall have a minimum net clear opening height of 24 inches (610
23 mm), and a minimum net clear opening width of 20 inches (508 mm). The egress window
24 shall have a minimum net clear opening area of 5 square feet (0.465 m²).

25 vii. Occupants of the Housing Site will not be required to share a Pallet Shelter with
26 another person. However, when a Pallet Shelter has two beds, an occupant may choose to
27 share a Pallet Shelter with a spouse, partner, family member and/or friend who is also a
28 Homeless Person, if both occupants desire to share a Pallet Shelter. An occupant may also

1 share the Pallet Shelter with a caregiver if the occupant requires a live-in caregiver due to a
2 disability.

3 **b. Toilets, Handwashing and Bathing Facilities:**

4 i. At least two (2) handwashing stations for every fifty (50) occupants at the Housing
5 Site.

6 ii. At least three (3) toilets for every fifty (50) occupants at the Housing Site.

7 iii. Shower/bathing facilities, which may be mobile shower/bathing facilities, and which
8 allow for each occupant of the Housing Site to shower at least once a week. There shall also
9 be facilities with hot running water on site every day that are sufficient for other bodily
10 cleaning needs, such as wound care or other conditions that may arise between weekly
11 showers, and/or for occupants who must bathe more regularly than once a week.

12 iv. The City must provide, or cause to be provided, additional toilets, handwashing
13 stations, and shower/bathing facilities if the above ratios of toilets, handwashing stations,
14 and shower/bathing facilities are not sufficient to process the volume of sewage and
15 wastewater, while maintaining sanitary conditions for occupants of the Housing Site.

16 **c. Potable Drinking Water:** Potable drinking water shall be provided for all occupants of
17 the Housing Site.

18 **d. Garbage, Waste, and Rubbish Disposal:** Covered receptacles shall be provided for all
19 garbage, kitchen waste and rubbish, which shall be deposited by occupants of the Housing Site
20 in those covered receptacles. Those covered receptacles shall be emptied when filled and the
21 contents shall be disposed of in a sanitary manner.

22 **e. Laundry Services:** Laundry services shall be provided in such a manner that allows
23 each occupant to do at least one load of laundry per week.

24 **f. Meals and Kitchen Areas:** One meal per day for all occupants of the Housing Site
25 through a prepared meal service. Two additional meals per day, shall consist of offering *a la*
26 *carte* food items to occupants, such as light pastries and snacks for breakfast and sandwiches
27 and snacks for lunch. Occupants shall also have access to hot water and microwaves for
28 preparing food.

1 g. **Hospitality Tents and Common Areas:** At least one 30-foot by 60-foot shade tent that
2 is available for a common area. Tables and seating will be provided within the shade tent.

3 h. **Private Meeting Space for Service Providers:** The Housing Site will provide indoor
4 private meeting space to allow service providers private meeting space with occupants.

5 i. **Designated Smoking Area:** The Housing Site shall allow smoking in a designated
6 smoking area.

7 j. **Bike Parking:** Each occupant shall be allowed to store one bike and one bike trailer on
8 site. The City and/or the Housing Site Operator may set reasonable limits on the size of allowed
9 bike trailers if needed due to space limitations.

10 k. **Pet Run Area:** The Housing Site shall allow occupants to have a reasonable number of
11 pets, and shall provide a secure pet run area.

12 l. **Personal Property Storage:** The Housing Site occupants may reasonably store their
13 possessions within their individual Pallet Shelter in any way that does not alter or attach to the
14 Pallet Shelter structure and does not create an active or potential health and safety hazard.

15 m. **Outdoor lighting:** The Housing Site shall include sufficient outdoor lighting for
16 occupants to safely travel throughout the Housing Site at any time of day or night.

17 5. **Maintenance of the Chico Non-Congregate Emergency Housing Site:** It is the City's
18 responsibility to ensure the Housing Site, including all toilets, bathing facilities, and common areas,
19 shall be maintained in a safe and sanitary condition, and reasonably free from vermin, vectors and other
20 matter of an infectious or contagious nature. The grounds within the Housing Site shall be kept
21 reasonably clean and free from accumulation of debris, filth, garbage and deleterious matter.

22 6. **Operation of the Chico Non-Congregate Emergency Housing Site.** The City will
23 develop and/or require the Housing Site operator contracted by the City to develop written policies that
24 identify the Housing Site's rules, admissions policies, grievance procedure, reasonable accommodation
25 process, and expulsion procedures. The Parties shall meet and confer and try to reach agreement on all
26 of the Housing Site's written procedures and policies within 30 days of the effective date of this
27 Agreement and at least fourteen (14) days before the Housing Site opens, whichever is earlier. If the
28 Parties are unable to reach agreement, then they shall submit this dispute for resolution to the dispute

1 resolution process outlined in Paragraph 16 of this Agreement. The Housing Site's written policies
2 shall comport with all of the following and all other sections of this Agreement:

- 3 a. The City and/or Housing Site Operator may have a preference for admission for
4 Homeless Persons who reside in the City. If such a preference is implemented, Homeless
5 Persons shall only be subject to reasonable requirements to demonstrate residency. Homeless
6 Persons cannot be denied admission to the Housing Site on the basis that Pallet Shelters are
7 reserved for other Homeless Persons who have been or will be subject to Enforcement efforts by
8 the City or referrals by the City or third parties with one exception. That exception is that the
9 City may reserve, or cause to be reserved, the number of Pallet Shelters needed to provide
10 shelter to the number of Homeless Persons identified in any notice served on Plaintiffs' Counsel
11 pursuant to Paragraph 10(c) and/or (d) of this Agreement until such Enforcement has concluded.
- 12 b. The Housing Site shall be Low-Barrier, which means the admissions and eligibility
13 policies will prioritize admitting people directly from living outside and shall not include
14 admission barriers such as: sobriety requirements, drug testing, credit checks, and/or
15 identification requirements. Criminal background checks shall only be performed and
16 considered for the purpose of admission to the Housing Site when required by law.
- 17 c. The Housing Site shall be open 24 hours per day, seven days per week and occupants
18 may remain at the Housing Site at all times.
- 19 d. The Housing Site shall not have a limit on the amount of time an occupant may stay at
20 the site.
- 21 e. The Housing Site rules as to expulsion from the site shall only apply to occupants'
22 behavior within the site, such as behavior that puts the health and safety of staff and occupants
23 at risk.
- 24 f. Occupants shall not be required to participate in any programs or services as a
25 condition of admission or remaining at the Housing Site. The City and/or the Housing Site
26 operator may provide voluntary programs on site.
27
28

1 g. Sobriety shall not be required for occupant admission and to remain at the Housing
2 Site.

3 h. On-site possession and/or use of controlled substances that are illegal under California
4 law may be prohibited.

5 i. Anyone who is denied admission to reside in the Housing Site shall receive a written
6 notice stating the reason for denial and the grievance procedure for challenging the denial.
7

8 j. When the City or Housing Site operator believes there is grounds to expel an occupant,
9 the City and/or Housing Site operator must provide, or cause to be provided written notice and
10 an opportunity to cure the alleged conduct, unless the conduct is so extreme that it has put or
11 likely will put other occupants or staff at immediate physical harm and the risk cannot be
12 reasonably mitigated.

13 k. The City shall ensure, or cause to be ensured, that all occupants of the Housing Site are
14 offered voluntary case management to provide assistance with securing permanent housing,
15 employment and income benefits, health care (both physical and mental), treatment for
16 substance use, assistance with legal issues and transportation.
17

18 **7. Notice of Opening Date for Chico Non-Congregate Emergency Housing Site.** The City
19 or any of its contractors or agents may only start admitting occupants to the Housing Site once it meets
20 all of the requirements of Paragraphs 4, 5, and 6 of this Agreement. At least 5 business days before the
21 Housing Site opens, the City shall notify Plaintiffs' counsel and the Butte County Continuum of Care of
22 the opening date. The City shall also offer Plaintiffs' Counsel the opportunity to tour the Housing Site
23 before it opens.

24 **8. Reservation of Pallet Shelters for Plaintiffs.** Each Plaintiff shall be offered a Pallet
25 Shelter at the Housing Site, and the City must reserve, or cause to be reserved, eight Pallet Shelters for
26 Plaintiffs for two months after the date the Housing Site opens. Plaintiffs may accept a Pallet Shelter
27 and move into the Pallet Shelter upon the Housing Site opening and for two months from that date.

28 **9. Enforcement of Anti-Camping Ordinances and Regulations.** The City shall not require a

1 Homeless Person to relocate from Public Property and/or Enforce its Anti-Camping Ordinances and
2 Regulations until the Housing Site is open and available to admit Homeless Persons. Once the Housing
3 Site is open, the City may only require Homeless Persons to relocate from Public Property and Enforce
4 the Anti-Camping Ordinances and Regulations in accordance with the terms of this Agreement.

5 **10. Notice and Individual Assessment Prior to Enforcement of Anti-Camping Ordinances**
6 **and Regulations.** Any requirement that a Homeless Person relocate themselves or their personal
7 property from Public Property and/or Enforcement of the Anti-Camping Ordinances and Regulations
8 against a Homeless Person will be preceded by notice to Plaintiffs' counsel, contacts with Outreach and
9 Engagement Staff, and an Individual Assessment as follows:

10 a. Unless otherwise agreed to by the Parties or pursuant to a decision as part of the dispute
11 resolution procedure outlined in Paragraph 16 of this Agreement, the Torres Community Shelter
12 (Torres Shelter) and the Housing Site are the only shelter locations that can be counted to
13 determine if there are sufficient shelter beds for the City to begin Enforcement in accordance
14 with the terms of this Agreement. The Torres Shelter is a congregate shelter located at 101
15 Silver Dollar Way, Chico, CA 95928. The Parties' understanding of the Torres Shelter as of the
16 time of signing this agreement is as follows: The Torres Shelter is a year-round congregate
17 shelter that allows occupants to remain at the site 24 hours per day, 7 days per week. The Torres
18 Shelter is available to men and women who are homeless, does not require participation in a
19 religious or other program as a prerequisite to admission or to remain at the shelter, and allows
20 one service or companion animal per person. The Torres Shelter provides three meals a day, and
21 shower and laundry facilities to occupants. Occupants sleep in bunk beds in a dormitory. There
22 is one dormitory for women and one for men. The Torres Shelter also provides sleeping
23 accommodations on mats.

24 b. The City must count, or cause to be counted, the number of Homeless Persons staying
25 on the designated Public Property it wishes to relocate Homeless Persons from and/or Enforce
26 the Anti-Camping Ordinances and Regulations, and confirm that, prior to the actions below,
27 there are at least the same number of Pallet Shelters available at the Housing Site and/or beds
28 available at the Torres Shelter. The City may not count spaces on a mat at the Torres Shelter as

1 available. The City may only count, or cause to be counted, one available bed per unoccupied
2 Pallet Shelter at the Housing Site. However, whenever the number of Homeless Persons at the
3 designated Public Property subject to relocation and/or Enforcement exceeds the number of
4 unoccupied Pallet Shelters, the City may count an unoccupied bed in a Pallet Shelter provided
5 that the City has a reasonable basis to believe that Homeless Person(s) in question would
6 voluntarily agree to reside together in the particular Pallet Shelter. The City may not require a
7 Homeless Person to share a Pallet Shelter with another Homeless Person. Plaintiffs reserve the
8 right to dispute that there is enough shelter to begin relocation and/or Enforcement, including
9 when the City counts beds in occupied Pallet Shelters.

10 c. Upon conducting the count of Homeless Persons and confirming there are sufficient
11 open Pallet Shelters at the Housing Site and beds at the Torres Shelter to accommodate all of the
12 Homeless Persons on the designated Public Property, the City shall provide written notice to
13 Plaintiffs' counsel at least 7 days prior to issuing the notices required to Homeless Persons in
14 Paragraph 10(f) of this Agreement. The notice to Plaintiffs' Counsel shall state: 1) the exact
15 location of Public Property of the planned Enforcement; 2) the number of Homeless Persons the
16 City determined are currently residing at that location; 3) the date the City plans to provide the
17 notices required in Paragraph 10(f); 3) the number of open Pallet Shelters at the Housing Site
18 and the number of open shelter beds at the Torres Shelter by gender (if the Pallet Shelters and/or
19 beds are restricted to a particular gender and the Torres Shelter is able to provide such
20 information with respect to its beds); and 4) the name, phone number, and email of a contact at
21 both shelter sites that Plaintiffs' counsel can contact to verify the shelter information. Plaintiffs'
22 counsel shall keep this notice and its contents confidential, but are not precluded from
23 investigating the information in the notice. If Plaintiffs' counsel dispute within 7 days of
24 receiving the notice that there are sufficient open Pallet Shelters and beds for the City to begin
25 the planned Enforcement, Plaintiffs' counsel shall initiate the dispute resolution process in
26 Paragraph 16 of this Agreement. The City must stay Enforcement at the designated location
27 until the dispute resolution process concludes.

28 d. When the City serves a notice on Plaintiffs' Counsel pursuant to Paragraph 10(c) of this

1 Agreement, and the notice designates a Public Property with 5 or fewer Homeless Persons, the
2 City may serve the notice three business days prior to issuing the notices required to Homeless
3 Persons in Paragraph 10(f) of this Agreement.

4 e. The City may only serve Plaintiffs' Counsel one notice pursuant to Paragraphs 10 (c)
5 and/or (d) of this Agreement at a time, and cannot serve a subsequent notice until all of the time
6 periods for all notices required by Paragraph 10 of this Agreement have expired. The City may
7 include up to three Public Properties within a single notice so long as the total number of
8 Homeless Persons at multiple locations does not exceed fifty (50). If a single Public Property is
9 identified in a notice, there shall be no limit on the number of Homeless Persons who may be
10 subject to relocation.

11 f. The City must then provide, or cause to be provided, a notice to all Homeless Persons
12 staying on the designated Public Property the City wishes to close and/or Enforce its Anti-
13 Camping Ordinances and Regulations at least 7 days before the City issues, or causes to be
14 issued, a 72-hour Illegal Encampment Notification or takes any other action to Enforce its Anti-
15 Camping Ordinances and Regulations. This notice must explain the Individual Assessment
16 process. The notice shall state the Homeless Persons may contact Legal Service of Northern
17 California at 530-345-9491, chico-office@lsnc.net, or 541 Normal Ave, Chico, California
18 95928 for information about their legal rights during this process.

19 g. The O&E Staff must meet with all Homeless Persons at the Public Property noticed for
20 Enforcement to conduct an Individual Assessment and provide written notice to the Homeless
21 Person of the outcome of the Individual Assessment. The Individual Assessment must occur when
22 or after notice required in Paragraph 10(f) is issued, and at least prior to the date the City issues,
23 or causes to be issued, a 72-hour Illegal Encampment Notification or takes any other action to
24 Enforce its Anti-Camping Ordinances and Regulations as to that person. O&E Staff may provide
25 Homeless Persons information about, and referrals to, any permanent, transitional, and emergency
26 housing space available, and make voluntary referrals to such housing. However, if the Homeless
27 Person declines any of the above, the O&E must assess whether an open Pallet Shelter at the
28 Housing Site or bed at the Torres Shelter is an Appropriate Shelter Space, as defined in Paragraph
10(h) of this Agreement, for the individual.

1 h. A Pallet Shelter at the Housing Site and/or a bed at the Torres Shelter is not an
2 “Appropriate Shelter Space” for an individual when:

- 3 i. The shelter cannot accommodate the person’s physical and/or mental disabilities;
- 4 ii. The shelter’s hours and/or other policies unreasonably impair or otherwise unreasonably
5 hinder a person’s ability to work, engage in other income generating activities, and/or attend
6 school;
- 7 iii. In the case of a family unit, the family would have to be involuntarily separated into two
8 or more different rooms or units, but a family unit may voluntarily accept such an
9 arrangement;
- 10 iv. The individual would be disqualified from accessing the shelter space due to any
11 restrictions, rules or covenants beyond their reasonable use or control, such as having a pet
12 that the shelter does not allow;
- 13 v. The shelter space requires mandatory participation in a religious or other program as a
14 prerequisite to access or use the shelter space;
- 15 vi. The shelter space only offers a mat, and not a bed for sleeping; or
- 16 vii. The shelter space cannot provide the appropriate single-gender placement for someone
17 who reasonably objects to mixed-gender placement.

18 i. The following procedures apply to Individual Assessments:

- 19 i. It shall be conducted at the then-current location of the Homeless Person, or any other
20 location convenient for the Homeless Person.
- 21 ii. Chico Police Department or other law enforcement may be present at the general location
22 where O&E Staff are meeting with Homeless Persons but they must remain far enough away
23 from O&E Staff and Homeless Persons to ensure that the Individual Assessment remains
24 private and outside the immediate presence of law enforcement unless O&E staff requests law
25 enforcement’s presence due to safety concerns or law enforcement determines that they need
26 to intervene for safety reasons.
- 27 iii. O&E Staff must meet with the Homeless Person more than once to complete the
28 Individual Assessment, if necessary.
- iv. The Homeless Person may have one advocate or representative attend the Individual
Assessment.
- v. O&E Staff must document all attempts to meet with a Homeless Person during the 7-day
O&E process. If O&E Staff documents that it was at the Homeless Person’s location at least

1 five days during the 7-day O&E period and made a good faith attempt each day to conduct an
2 Individual Assessment of that person, O&E Staff does not need to make any further attempts
3 to conduct an Individual Assessment for that person. O&E Staff must leave a notice on the
4 Homeless Person's property or in the area the person is known to stay that 1) it attempted to
5 contact the Homeless Person, 2) provides the dates and times of the attempted contacts, 3)
6 informs that Homeless Person they can still get an Individual Assessment by contacting O&E
7 Staff, and 4) provides how to contact O&E Staff.

8 j. If O&E Staff determines there is an Appropriate Shelter Space at Torres Shelter or the
9 Housing Site for the Homeless Person, O&E Staff will provide the homeless person written notice
10 of the Appropriate Shelter Space.

11 k. If the Homeless Person accepts the Appropriate Shelter Space at the Torres Shelter or
12 Housing Site, the O&E Staff will provide or arrange for transportation to the placement, if needed.

13 l. If the Homeless Person declines the Appropriate Shelter Space offered, the City may issue
14 a 72-hour Illegal Encampment Notification upon the expiration of the 7-day notice required in
15 Paragraph 10 (f). If the individual relocates within the 72 hours, then they will not be cited or
16 arrested for violating the Anti-Camping Ordinances and Regulations. If the individual fails to
17 relocate, then the individual may be issued a citation or, subject to this Agreement, placed under
18 custodial arrest for the violation.

19 m. If the O&E Staff determine through the Individual Assessment that there is not an
20 Appropriate Shelter Space for a Homeless Person, the City may not Enforce its Anti-Camping
21 Ordinances and Regulations against the Homeless Person. The City may provide, or cause to be
22 provided, to the Homeless Person a list of at least three Public Property locations where the City
23 will not Enforce its Anti-Camping Ordinances and Regulations for at least 60 days and may
24 require the Homeless Person to relocate to one of those three sites. When the City provides the
25 Homeless Person with the list of Public Property locations, the notice must also state the person
26 may contact Legal Services of Northern California at 530-345-9491, chico-office@lsnc.net, or
27 541 Normal Ave, Chico, California 95928 for information about their legal rights during this
28 process. The three sites must be within a half mile of public transportation and food services.
The City must provide or arrange, or cause to be provided or arranged, for transportation to the
new site for the Homeless Person and their personal belongings, if requested by the Homeless

1 Person. The City may only require a Homeless Person who O&E Staff has determined there is
2 not an Appropriate Shelter Space at Torres and/or the Housing Site to relocate under this
3 process two times during a 12-month period.

4 n. The City must keep, or cause to be kept, all notices issued under this process and, only
5 upon request by a Homeless Person, must provide, or cause to be provided, information about the
6 Individual Assessment to the Homeless Person or any representative of the Homeless Person with
7 the Homeless Person's permission.

8 o. The Parties shall meet and confer and try to reach agreement on the language of all notices
9 required in Paragraph 10 of this Agreement within 30 days of the effective date of this Agreement
10 and at least fourteen (14) days before the Housing site opens, whichever is earlier. If the Parties
11 are unable to reach agreement, they shall submit the dispute for resolution to the dispute resolution
12 process outlined in Paragraph 16 of this Agreement.

13 **11. Seizure and Storage of Personal Property.**

14 a. SEIZURE OF PERSONAL PROPERTY

15 i. Except as specified below in Paragraphs 11(c) and (d), Defendants shall not initiate the
16 process of providing notice and seizing personal property that is being stored on public
17 property in violation of applicable City ordinance(s) when the personal property has been
18 continuously present in that location for less than 24 hours.

19 ii. Except as specified below in Paragraphs 11(c) and (d), Defendants shall not seize any
20 personal property that is attended, unattended, or believed to be abandoned on public
21 property in violation of applicable City ordinance(s) without first providing a written pre-
22 removal notice at least 72 hours in advance of the seizure that is posted prominently at the
23 location of the personal property, and if possible, provided to the apparent owner of the
24 personal property.

25 A. The pre-removal notice shall provide:

- 26 1) A general description of the personal property to be removed;
- 27 2) A description of the geographic location or area that is sufficient for a
28 reasonable person to understand the location or area within which personal property
will be subject to removal;

- 1 3) The date and time the notice was posted;
- 2 4) A statement that the personal property has been stored on public property in
- 3 violation of the applicable City ordinance(s) with citations to those ordinances;
- 4 5) A statement that the personal property may be relocated or stored if not
- 5 removed from public property within 72 hours;
- 6 6) The address where removed personal property will be stored;
- 7 7) A telephone number through which a person may receive information as to
- 8 stored personal property;
- 9 8) The daily schedule when a person may retrieve their personal property;
- 10 9) A statement that stored personal property may be destroyed if not claimed
- 11 within ninety (90) calendar days after storage; and
- 12 10) A statement that property determined to be an imminent threat to health and
- 13 safety may be destroyed.

14 iii. If Defendants seize personal property following the expiration of the 72-hour period in
15 the pre-removal notice, they shall prominently post and, if possible, provide to the apparent
16 property owner a written notice of removal and storage either at the exact location from
17 which the personal property was removed or as close as possible to that location.

18 A. The removal and storage notice shall provide:

- 19 1) A general description of the personal property removed;
- 20 2) The date and approximate time the personal property was removed;
- 21 3) A statement that the personal property has been stored on public property in
- 22 violation of the applicable City ordinance(s) with citations to those ordinances;
- 23 4) The address where removed personal property will be stored;
- 24 5) A telephone number through which a person may receive information as to
- 25 stored personal property;
- 26 6) The daily schedule when a person may retrieve their personal property;
- 27 7) A statement that stored personal property may be destroyed if not claimed
- 28 within ninety (90) calendar days after storage; and

1 8) A statement that property determined to be an imminent threat to health and
2 safety may be destroyed.

3 b. **STORAGE OF PERSONAL PROPERTY**

4 i. Except as specified below in Paragraphs 11(c) and (d), Defendants shall not destroy
5 seized personal property, regardless of its value, without first storing the property at a secure
6 location designated by Defendants and for a period of no less than ninety (90) calendar days.

7 ii. Seized property shall be stored in a facility that clearly catalogues and stores the
8 property based on the name and identification of the property owner, if known by
9 Defendants, and also by a general description of the personal property, the location from
10 which the personal property was seized, and a reasonable estimate of value for the personal
11 property.

12 iii. Seized property shall be stored in a facility from which property is available to be
13 retrieved in person during regular business hours.

14 iv. Seized property shall be released on request of the property owner. Alternatively, if the
15 identification of the property owner is unknown to Defendants, the person who claims
16 ownership of the seized property must identify the property and the approximate location
17 from which it was seized.

18 v. All medication, medical equipment, and uncontaminated tents, sleeping bags, and
19 blankets seized by the City must be accessible within one business day of seizure.

20 vi. No fee shall be charged for the temporary storage of items or for retrieval of items.

21 c. **RELOCATION OF PERSONAL PROPERTY**

22 i. Defendants may relocate, but not remove and store, personal property stored on public
23 property in the following circumstances without prior written notice:

24 A. Personal property that substantially obstructs or prevents Defendants'
25 performance of construction, maintenance, repair, or landscaping operations on Public
26 Property, including structures, streets, sidewalks, parking lots, parks, and open spaces;
27 and

28 B. Personal property obstructing any operational and useable entrance, exit,

1 driveway, or loading dock.

2 ii. When Defendants relocate personal property without prior written notice in the
3 circumstances described above, they shall prominently post and date a “Personal Property
4 Relocation Notice” either at the exact location from which the personal property was
5 relocated or as close as possible to that location and prominently post a copy of that notice at
6 the new location of the personal property. The notice shall provide the following
7 information:

- 8 A. A general description of the relocated personal property;
- 9 B. The date and approximate time the personal property was relocated;
- 10 C. The current location of the personal property;
- 11 D. A phone number the owner of the personal property may call to request
12 assistance in relocating their personal property if the property’s current location may
13 cause a greater hardship to the owner than its prior location due to the owner’s disability
14 or disabilities; and
- 15 E. For personal property relocated due to construction, maintenance, repair, or
16 landscaping operations, the notice shall include a phone number that the personal
17 property owner may call for assistance from Defendants in returning their personal
18 property to its original location.

19 d. ITEMS NOT SUBJECT TO RELOCATION, SEIZURE, AND STORAGE
20 PROCEDURES

- 21 i. Personal property may be seized and/or destroyed without being subject to the above
22 relocation, removal, and storage procedures under any of the following circumstances:
 - 23 A. The property presents a health or safety risk, such as toxic sharps, chemicals, and
24 bedding or clothing that is soiled by infectious materials, human waste, body fluids,
25 mold or mildew;
 - 26 B. The property is infested by rodents or insects;
 - 27 C. The property is evidence of a crime, or is contraband; or
 - 28 D. The property owner confirms in writing that they are abandoning the property.

1 ii. Trash, garbage, and/or debris may be destroyed and are not subject to the above
2 relocation, seizure, and storage procedures.

3 e. DOCUMENTATION

4 i. The City must document and maintain, or cause to be documented and maintained,
5 records of compliance with the terms and conditions of Paragraph 11 of this Agreement.

6 12. **Public Sanitary Facilities.** The City shall not close or fence off any public bathrooms,
7 toilets, and sinks located on Public Property so as to make such public facilities unavailable to
8 Homeless Persons, except that such facilities may be closed temporarily for maintenance or repairs.
9 Such closure shall only be for the time needed for the applicable maintenance or repairs. If such
10 facilities are closed due to damage and the cost of repair is too costly for the City to repair and reopen,
11 the City may provide mobile toilets and handwashing stations in lieu of making such repairs in the
12 same quantity as the closed facilities and in the same general location. The City shall not cause water
13 to be cut off to any water fountain located on Public Property, or restrict access to such water fountains
14 so as to make them unavailable to Homeless Persons, unless and only for the time required for
15 maintenance and repairs. It is the Parties' understanding that the City has not closed public sanitary
16 facilities for the purpose of making the same unavailable to Homeless Persons, but rather to repair and
17 maintain damaged public sanitary facilities. The intent of this provision is simply to balance Homeless
18 Persons' interest in keeping public sanitary facilities open against the City's interest in reducing the
19 costs required to maintain and repair the same.

20 13. **Dismissals of Citations and Charges related to Homelessness against Plaintiffs.** Within
21 30 days of the Effective Date of this Agreement, the City shall file a request for dismissal and/or take
22 any other appropriate action to dismiss all administrative and criminal citations, charges, and cases
23 against Plaintiffs that relate to Plaintiffs' status as a homeless individual. The City shall take all action
24 needed, but only to the extent it is able, to dismiss the citations, charges, cases, and remove any
25 warrants and fines, whether owed to the City, the Superior Court of California, Butte County, Butte
26 County Central Collections, or any other agency or entity related to the citation or charges. The cases
27 subject to this paragraph include:

28 a. Bobby Warren (case nos. 18CI03014, 18TR04448, 18CI06895, 19CI00183, 19CI06356,

1 and 20CI02971);

2 b. Christa Stevens (case nos. 18TR02787, 19CI06410, and 19CI06426);

3 c. Michael Samuelson (case nos. NT239654 (2013), NT238935 (2013), NT238269 (2013),
4 NT237637 (2013), NT230336 (2013), 18TR02923, and 19CI06360); and

5 d. Carol Beth Thompson (Case Nos. 18CI05620 and 17TR10367, and citation (AKA Chico
6 Police Department Notice to Appear) number 300659 issued on December 28, 2021).

7 e. If Plaintiffs discover any additional administrative and/or criminal citations, charges,
8 and cases that should be dismissed pursuant to this Paragraph, Plaintiffs' Counsel shall notify
9 the City of the additional cases and request dismissal. The City's failure to dismiss any
10 administrative and/or criminal citations, charges, and cases relating to Plaintiffs' status as a
11 homeless person that are not specifically identified here or subsequently identified shall not
12 constitute a breach of this Agreement.

13 14. **Damages.** The City shall pay Plaintiffs a total of \$12,000, comprising payment for
14 Plaintiffs' claims for damages. Within 30 days of the Effective Date of this Agreement, the City shall
15 deliver, or cause to be delivered, a check for \$12,000 payable to Legal Services of Northern California,
16 at Legal Services of Northern California, 541 Normal Avenue, Chico, CA 95928.

17 15. **Attorneys' Fees and Costs.** The City shall pay Plaintiffs' counsel a total of \$650,000,
18 comprising payment for Plaintiffs' claims for attorneys' fees and costs. Within 30 days of the Effective
19 Date of this Agreement, the City shall deliver, or cause to be delivered, a check for \$650,000 payable to
20 Legal Services of Northern California, at Legal Services of Northern California, 541 Normal Avenue,
21 Chico, CA 95928. This payment of \$650,000 does not apply to any additional fees and costs that might
22 be subsequently awarded to Plaintiffs' counsel pursuant to Paragraph 16(g) below.

23 16. **Dispute Resolution.** Magistrate Judge Kendall J. Newman ("Judge Newman") will retain
24 jurisdiction over the Action until five years from the Effective Date for purposes of overseeing
25 implementation, enforcement and/or modification of this Agreement through the dispute resolution
26 process described below. Plaintiffs' counsel may present disputes in the dispute resolution process
27 which not only affect Plaintiffs but any other aggrieved Homeless Person in the City. The dispute
28 resolution process does not apply to any dispute between Plaintiffs and other Homeless Persons, on the

1 one hand, and the City, on the other hand, other than alleged violations of the Anti-Camping
2 Ordinances and Regulations and this Agreement.

3 a. Should a dispute arise over the implementation, enforcement or modification of the
4 Agreement, the Parties will first attempt to meet and confer informally with the other side to
5 resolve the matter in good faith. Such attempt will at least involve (a) a communication from
6 the party initiating the dispute to the other side's counsel describing in detail the dispute and the
7 requested remedy and providing any available evidence in relation thereto; and (b) a discussion
8 either in person or by telephone seeking to resolve the dispute.

9 b. If the Parties are unable to resolve the dispute, then within five court days after
10 completing the meet and confer process outlined above, the Party initiating the dispute shall
11 request an informal conference before Judge Newman to resolve the matter by contacting Judge
12 Newman's Courtroom Deputy via e-mail.

13 c. If the informal conference before Judge Newman does not resolve the dispute, then the
14 Party initiating the dispute may thereafter file a motion to implement, enforce or modify the
15 Agreement in accordance with the standards and processes to be set by Judge Newman, and
16 Judge Newman will have jurisdiction to resolve that dispute. If the Dispute involves an
17 emergency situation that presents a threat to the immediate health and safety of an individual,
18 the parties may seek expedited review by Judge Newman.

19 d. The initiation of the dispute resolution process does not affect the City's right to enforce
20 any laws other than the Anti-Camping Ordinances and Regulations. If a pending dispute
21 brought by Plaintiffs' Counsel involves Plaintiff(s) or other Homeless Person(s), the City agrees
22 that no citation or custodial arrest will subsequently be made for violating an Anti-Camping
23 Ordinance or Regulation arising from an individual's status as a Homeless Person until the
24 dispute resolution process is concluded. Once the dispute resolution process is concluded
25 regarding an issue, the City is not required to engage in a subsequent dispute resolution process
26 regarding the same issue.

27 e. In resolving any dispute, Judge Newman may enforce any rights available to a Party
28 under this Agreement, subject to sufficient notice, opportunity to be heard, briefing, evidence,

1 and other due process. Judge Newman may award damages (other than punitive damages),
2 other monetary relief, injunctive relief, declaratory relief or any other relief, if appropriate, to
3 any Party or Homeless Person as a result of any dispute submitted to the dispute resolution
4 process. Judge Newman shall make the final determination on any motion and no right of
5 appeal shall exist.

6 f. Nothing in this Agreement limits the ability of Plaintiffs or other Homeless Persons to
7 seek damages and/or other monetary relief, injunctive relief, declaratory relief or any other type
8 of relief in other proceedings not subject to this Agreement.

9 g. Judge Newman will have discretion to award reasonable attorneys' fees and costs
10 against Defendants if Plaintiffs' counsel prevail on any dispute, whether it was resolved by
11 motion or through the informal conference with Judge Newman. Judge Newman may issue
12 sanctions if a determination is made that Plaintiffs' counsel, Defendants' counsel, or Defendants
13 have not acted in good faith or with substantial justification in bringing or opposing any dispute
14 subject to the dispute resolution process.

15 h. If Judge Newman becomes unavailable to resolve disputes during the Court's five-year
16 jurisdiction period, Judge Newman will designate another judge with the Parties' consent to
17 serve in his place. In the event of Judge Newman's replacement, either Plaintiffs or Defendants
18 may determine that they will not agree that the designated judge shall make the final
19 determination on any motions brought to implement, enforce, or modify the Agreement without
20 a right of appeal and Paragraph 16(e) shall be modified accordingly.

21 17. **No Guarantee.** Nothing in this Agreement constitutes a promise, representation, or
22 warranty by City that any number of beds will be available to any particular Homeless Person at any
23 time.

24 18. **Release and Covenant Not to Sue by Plaintiffs.** In consideration for the terms of this
25 Agreement, Plaintiffs Bobby Warren, Andy Lambach, Jonathon Williams, Michael Samuelson, Tracy
26 Miller, Tona Petersen, Carol Beth Thompson, Christa Stevens, and each of them, on their own behalf,
27 (the "Releasing Plaintiffs"), hereby release and forever discharge the City, City of Chico Police
28 Department, as well as their present and former employees, agents, managers, officers, directors,

1 council members, insurance companies, attorneys, departments, and divisions or affiliated entities,
2 whether previously or hereafter affiliated in any manner (the “Released City Parties”), from and against
3 any and all claims, demands, causes of action, obligations, damages, attorneys’ fees and costs, and
4 liabilities, arising from or relating to the events detailed in the lawsuit of any nature whatsoever,
5 whether or not now known, suspected, or claimed, which the Releasing Plaintiffs, and/or any of them,
6 have, or ever may claim to have, as against the Released City Parties, or any of them, whether directly
7 or indirectly, relating to or arising out of (a) the Action, (b) any claims raised in, or that could have
8 been raised in, the Action, (c) the availability of the Housing Site, Pallet Shelters, beds, and/or other
9 homeless accommodations, (d) the City’s alleged obligation to provide and/or fund such
10 accommodations, and/or (e) the City’s alleged inability to Enforce any of the Anti-Camping Ordinances
11 and Regulations (including, without limitation, to any law that the Releasing Plaintiffs claim
12 criminalizes a person’s homeless status), against any person because of his or her homeless status (the
13 “Released Plaintiff Claims”).

14 a. The release set forth above is a release of ALL claims, demands, causes of action,
15 obligations, damages, and liabilities, of any nature whatsoever, and is intended to encompass all
16 known and unknown, foreseen and unforeseen, claims that are possessed by the Releasing
17 Plaintiffs and within the scope of the Released Plaintiff Claims based solely and only on the
18 events giving rise to this Action. To effectuate the intent of the Parties, the Releasing Plaintiffs
19 expressly agree to waive and relinquish all rights and benefits they may have under California
20 Civil Code section 1542, which reads as follows:

21 SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
22 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
23 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
24 THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
25 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
26 DEBTOR OR RELEASED PARTY.

27 b. The Releasing Plaintiffs, and each of them, warrant that they have made no assignment,
28 and will make no assignment, of any claim, chose in action, right of action, or any right, of any

1 kind whatsoever, within the scope of the Released Plaintiff Claims, and that, as far as they
2 know, no other person or entity of any kind had or has any interest in any of the demands,
3 obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys'
4 fees, costs, expenses, losses, or claims within the scope of the Released Plaintiff Claims.

5 **19. Release and Covenant Not to Sue by Defendants.** In consideration for the terms of this
6 Agreement, Defendants City, City of Chico Police Department, and each of them, on their own behalf,
7 (the "Releasing Defendants"), hereby release and forever discharge Plaintiffs Bobby Warren, Andy
8 Lambach, Jonathon Williams, Michael Samuelson, Tracy Miller, Tona Petersen, Carol Beth Thompson
9 and Christa Stevens, their respective heirs, family members, executors, administrators, successors,
10 attorneys, agents, representatives, insurance companies and assigns, whether previously or hereafter
11 affiliated in any manner (the "Released Plaintiffs"), from and against any and all claims, demands,
12 causes of action, obligations, damages, attorneys' fees and costs, and liabilities, arising from or relating
13 to the events detailed in the lawsuit of any nature whatsoever, whether or not now known, suspected, or
14 claimed, which the Releasing Defendants, and/or any of them, have, or ever may claim to have, as
15 against the Released Plaintiffs, or any of them, whether directly or indirectly, relating to or arising out
16 of (a) the Action, (b) any claims raised in, or that could have been raised in, the Action, and (c) the
17 availability of the Housing Site, Pallet Shelters, beds, and/or other homeless accommodations, and (d)
18 any prior administrative or criminal citations for violations of C.M.C. §§ 9.20.030, 9.20.050, 9.44.015,
19 9.44.018, 9.44.010, 9.43.030, 9.50.030 (B)-(E), 12.18.430, 12.18.450, 12R.04.340, and/or 12R.04.370,
20 including: Butte County Superior Court Case numbers 20CI02971, 19CI06356, 18TR04448,
21 19CI00183, 18CI06895, 18CI03014, 19CI06426, 19CI06410, 18TR02787, 19CI06360, 18TR02923,
22 NT239654, NT238935, NT238269, NT237637, NT230336, 18CI05620, and 17TR10367 (the
23 "Released Defendant Claims").

24 a. The release set forth above is a release of ALL claims, demands, causes of action,
25 obligations, damages, and liabilities, of any nature whatsoever, and is intended to encompass all
26 known and unknown, foreseen and unforeseen, claims that are possessed by the Releasing
27 Defendants and within the scope of the Released Defendant Claims based solely and only on the
28 events giving rise to this Action. To effectuate the intent of the Parties, the Releasing

1 Defendants expressly agree to waive and relinquish all rights and benefits they may have under
2 California Civil Code section 1542, which reads as follows:

3 SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
4 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
5 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
6 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
7 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
8 WITH THE DEBTOR OR RELEASED PARTY.

9 b. The Releasing Defendants, and each of them, warrant that they have made no
10 assignment, and will make no assignment, of any claim, chose in action, right of action, or any
11 right, of any kind whatsoever, within the scope of the Released Defendant Claims, and that, as
12 far as they know, no other person or entity had or has any interest in any of the demands,
13 obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys'
14 fees, costs, expenses, losses, or claims within the scope of the Released Defendant Claims.
15 However, the foregoing warranty does not apply to the following cases which have already been
16 referred out to Butte County Central Collections: Butte County Superior Court Case numbers
17 20CI02971, 19CI06356, 18TR04448, 19CI00183, 18CI06895, 18CI03014, 19CI06426,
18 19CI06410, 18TR02787, 19CI06360, 18TR02923, NT239654, NT238935, NT238269,
19 NT237637, NT230336, 18CI05620, and 17TR10367. Paragraph 13 of this Agreement governs
20 the City's obligations with respect to the resolution of those cases.

21 20. **Dismissal of the Action.** Upon signing by District Judge Morrison C. England, Jr. and
22 entry of the "[Proposed] Order re Settlement, Dismissal and Continuing Jurisdiction," attached as
23 Exhibit 1, this Action shall be dismissed with prejudice.

24 21. **Non-Admission of Liability.** By entering into this Agreement, the City admits no liability,
25 and explicitly denies any liability or wrongdoing of any kind arising out of or relating to any of the
26 claims alleged in the Action. Nothing herein constitutes an admission by the City as to any
27 interpretation of laws, or as to the merits, validity, or accuracy of any of the claims or legal contentions
28 made in the Action. The City entered into this Agreement solely to avoid the time, expense, and risk of

1 continued litigation. The Parties agree that an express condition of this settlement is that there has been
2 no finding of liability on the merits, and that this settlement and any document related to this
3 settlement, including this Agreement and the Order, and the negotiations leading up to this settlement,
4 are inadmissible in evidence and cannot be used for any purpose in this or any other proceeding except
5 in an action or proceeding to approve, interpret, or enforce the Agreement.

6 **22. Knowing and Voluntary.** This Agreement is an important legal document and, in all
7 respects, has been voluntarily and knowingly executed by the Parties. The Parties, and each of them,
8 specifically represent that, before signing, and within the time to consider whether to accept this
9 Agreement, they have each carefully read and fully understand all of the provisions of this Agreement,
10 and they are voluntarily, knowingly, and without coercion entering into this Agreement based upon
11 their own judgment. Plaintiffs, and each of them, further specifically represent that, before signing this
12 Agreement, they have conferred with counsel of their choice to the extent desired concerning the legal
13 effect of this Agreement, and that the legal effect of this Agreement has been adequately explained to
14 them.

15 **23. Entire Agreement.** This Agreement Constitutes the entire agreement between Plaintiffs
16 and the City regarding the matters discussed herein and supersedes any and all other agreements,
17 understandings, negotiations, or discussions, either oral or in writing, express or implied, between
18 Plaintiffs and the City relating to the subject matter hereof. Plaintiffs and the City each acknowledge
19 that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been
20 made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they
21 have not executed this Agreement in reliance on any such representation, inducement, promise,
22 agreement, or warranty, and that no representation, inducement, promise, agreement, or warranty not
23 contained in this Agreement, including, without limitation, any purported supplements, modifications,
24 waivers, or terminations of this Agreement, are valid or binding, unless executed in writing by all of the
25 Parties to this Agreement. Any alteration, change, or modification of or to this Agreement must be
26 made by written instrument executed by each of the Parties in order to become effective.

27 **24. Warranty of Authority.** Each individual or entity that executes this Agreement represents
28 and warrants, in his, her, or its personal capacity, that he, she, or it is duly authorized and empowered to

1 enter into this Agreement on behalf of the party it purports to represent.

2 25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is
3 considered an original but all of which constitute one agreement.

4 26. **Notices.** Any notice required under this Agreement shall be in writing and shall be delivered
5 by electronic mail. Notices are effective when received. Either Party may change the name or electronic
6 address for receipt of notice by providing such notice to the other Party, without having to amend this
7 Agreement. The Parties shall deliver notices to the following persons and electronic address:

8 a. **Notice to Plaintiffs**

9 i. Sarah Steinheimer
10 Legal Services of Northern California
11 ssteinheimer@lsnc.net and abattaglia@lsnc.net
12 517 12th Street
13 Sacramento, CA 95814

14 ii. Cory Turner
15 Legal Services of Northern California
16 cturner@lsnc.net
17 541 Normal Avenue
18 Chico, CA 95928

19 b. **Notice to City**

20 i. Office of the City Attorney, City of Chico
21 Vincent C. Ewing, City Attorney
22 vewing@agclawfirm.com
23 13181 Crossroads Parkway North
24 Suite 400 – West Tower
25 City of Industry, CA 91746

26 ii. Office of the City Attorney, City of Chico
27 Eric G. Salbert, Deputy City Attorney
28 esalbert@agclawfirm.com
18131 Crossroads Parkway North
Suite 400 – West Tower
City of Industry, CA 91746

1 IN WITNESS WHEREOF, this Agreement is entered into on January 6, 2022.

2 PLAINTIFFS:

3 DATED: January __, 2022

4
5 Bobby Warren

6 DATED: January __, 2022

7
8 Andy Lambach

9 DATED: January __, 2022

10
11 Jonathon Williams

12 DATED: January __, 2022

13
14 Michael Samuelson

15 DATED: January __, 2022

16
17 Tracy Miller

18 DATED: January __, 2022

19
20 Tona Petersen

21 DATED: January __, 2022

22
23 Carol Beth Thompson

24 DATED: January __, 2022

25
26 Christa Stevens

DEFENDANTS:

DATED: January 6, 2022

CITY OF CHICO AND CITY OF CHICO POLICE DEPARTMENT

By: Mark Orme
Mark Orme, City Manager of the City of Chico

1 IN WITNESS WHEREOF, this Agreement is entered into on January 6, 2022.

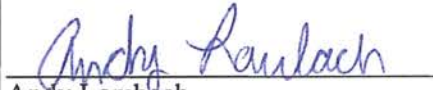
2 PLAINTIFFS:

3 DATED: January 11, 2022

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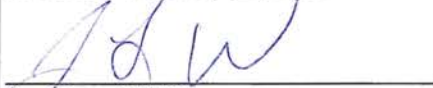
5 Bobby Warren

6 DATED: January 12, 2022

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8 Andy Lambach

9 DATED: January 10, 2022

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11 Jonathon Williams

12 DATED: January 10, 2022

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14 Michael Samuelson

15 DATED: January 10, 2022

16 

17 Tracy Miller

18 DATED: January 10, 2022

19 

20 Tona Petersen

21 DATED: January 10, 2022

22 

23 Carol Beth Thompson

24 DATED: January 10, 2022

25 

26 Christa Stevens

27

28

DEFENDANTS:

DATED: January , 2022

CITY OF CHICO AND CITY OF CHICO POLICE DEPARTMENT

By: Mark Orme, City Manager of the City of Chico

1 APPROVED AND AGREED AS TO FORM:

2 DATED: January __, 2022

DATED: January 6, 2022

3

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5

6 _____
Legal Services of Northern California
By: Cory Turner
7 Sarah J. Steinheimer
Attorneys for Plaintiffs
8

Alvarez-Glasman & Colvin
By: Vincent C. Ewing
Eric G. Salbert
Attorneys for Defendants

9

10 DATED: January __, 2022

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14 _____
Western Center on Law and Poverty
By: Robert Newman
15 Attorneys for Plaintiffs

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1 APPROVED AND AGREED AS TO FORM:

2 DATED: January __, 2022

DATED: January __, 2022

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Legal Services of Northern California
By: Cory Turner
7 Sarah J. Steinheimer
Attorneys for Plaintiffs
8

Alvarez-Glasman & Colvin
By: Vincent C. Ewing
Eric G. Salbert
Attorneys for Defendants

9
10 DATED: January 6, 2022

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Western Center on Law and Poverty
By: Robert Newman
17 Attorneys for Plaintiffs

1 APPROVED AND AGREED AS TO FORM:

2 DATED: January 12, 2022

DATED: January __, 2022

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6

Legal Services of Northern California
7 By: Cory Turner
8 Sarah J. Steinheimer
9 Attorneys for Plaintiffs

Alvarez-Glasman & Colvin
By: Vincent C. Ewing
Eric G. Salbert
Attorneys for Defendants

10 DATED: January __, 2022

11
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Western Center on Law and Poverty
15 By: Robert Newman
16 Attorneys for Plaintiffs

EXHIBIT 1

1 LEGAL SERVICES OF NORTHERN CALIFORNIA
2 CORY TURNER, SBN # 285235
3 E-mail: cturner@lsnc.net
4 541 Normal Avenue
5 Chico, CA 95928
6 Telephone: (530) 345-9491
7 Fax: (530) 345-6913

8 SARAH J. STEINHEIMER, SBN # 267552
9 E-mail: ssteinheimer@lsnc.net
10 STEPHEN E. GOLDBERG, SBN # 173499
11 E-mail: sgoldberg@lsnc.net
12 517 12th Street
13 Sacramento, CA 95928
14 Telephone: (916) 551-2150
15 Fax: (916) 551-2195

16 Attorneys for Plaintiffs
17 *Additional counsel continued on next page*

18 Roger A. Colvin, Esq. (SBN 68773)
19 Vincent C. Ewing, Esq. (SBN 177708)
20 Eric G. Salbert, Esq. (SBN 276073)
21 ALVAREZ-GLASMAN & COLVIN
22 Attorneys at Law
23 13181 Crossroads Parkway North, Suite 400
24 City of Industry, CA 91746
25 (562) 699-5500 · Facsimile (562) 692-2244
26 rcolvin@agclawfirm.com; vewing@agclawfirm.com
27 esalbert@agclawfirm.com

28 Attorneys for Defendants

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION**

**BOBBY WARREN; ANDY LAMBACH;
JONATHON WILLIAMS; MICHAEL
SAMUELSON; TRACY MILLER;
TONA PETERSEN; CAROL BETH
THOMPSON; CHRISTA STEVENS,**

Plaintiffs,

v.

**CITY OF CHICO; CITY OF CHICO
POLICE DEPARTMENT,**

Defendants.

Case No. 2:21-cv-00640- MCE-DMC

**[PROPOSED] STIPULATED ORDER RE:
SETTLEMENT, DISMISSAL AND
CONTINUING JURISDICTION**

Judge: Hon. Morrison C. England, Jr.

1 WESTERN CENTER ON LAW & POVERTY
2 ALEXANDER PRIETO, SBN # 270864
3 Email: aprieto@wclp.org
4 ROBERT D. NEWMAN, SBN # 86534
5 Email: rnewman@wclp.org
6 RICHARD ROTHSCCHILD, SBN # 67356
7 Email: rrothschild@wclp.org
8 3701 Wilshire Blvd., Suite 208
9 Los Angeles, CA 90010
10 Telephone: (213) 487-7211
11 Fax: (213) 487-0242

12 Attorneys for Plaintiffs
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1 On April 8, 2021, Plaintiffs Bobby Warren, Andy Lambach, Jonathon Williams, Michael
2 Samuelson, Tracy Miller, Tona Peterson, Carol Beth Thompson, and Christa Stevens (collectively
3 “Plaintiffs”) filed the above-captioned lawsuit against the City of Chico and the City of Chico
4 Police Department (collectively “Defendants”). ECF 1. On April 11, 2021, Plaintiffs filed a First
5 Amended Complaint alleging that Defendants unlawfully enforced a citywide web of local laws
6 that imposed criminal penalties on people experiencing unsheltered homelessness when they
7 sleep, sit, lie down, and rest in public in violation of, among other things, the Fourth, Eighth, and
8 Fourteenth Amendments of the United States Constitution and California civil rights laws. ECF
9 34. Defendants have denied all material allegations in the First Amended Complaint. ECF 86.

10 On April 11, 2021, this Court granted the Temporary Restraining Order restraining and
11 enjoining Defendants from enforcing or threatening to enforce laws regulating camping, entering
12 and remaining, and storing personal property on public property. ECF 37. On July 8, 2021, this
13 Court entered a Preliminary Injunction against Defendants continuing the same terms previously
14 set forth in the Temporary Restraining Order. ECF 110.

15 Following extensive discussions, the Parties subsequently reached a settlement resolving
16 the disputed claims in this Action. A copy of the fully executed Settlement Agreement
17 (“Settlement Agreement”) is attached hereto as Exhibit A, the terms of which are expressly
18 incorporated herein by reference.

19 The Court hereby expressly retains jurisdiction to resolve any future disputes regarding
20 the interpretation, performance, or enforcement of the Settlement Agreement for a period of five
21 (5) years from the date of dismissal. *See Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 381
22 (1994); *Flanagan v. Arnaiz*, 143 F.3d 540, 544 (9th Cir. 1998).

23 **NOW THEREFORE**, pursuant to Federal Rule of Civil Procedure 41(a)(2), and good
24 cause appearing therefore, the Court HEREBY ORDERS AND DECREES the following:

- 25 1. The Court’s Preliminary Injunction dated July 8, 2021, is hereby dissolved in its entirety.
- 26 2. This Order expressly incorporates all of the terms of the Settlement Agreement, attached
27 as Exhibit A, into this Order, including and expressly, all nonmonetary terms set forth in
28 the Settlement Agreement.

- 1 3. The Court expressly retains exclusive jurisdiction for a period of five (5) years from the
2 date of entry of this Order to enforce the Settlement Agreement, and refers this matter to
3 Magistrate Judge Kendall J. Newman to resolve any future disputes pursuant to the
4 Dispute Resolution procedures in the Settlement Agreement regarding interpretation,
5 performance, or enforcement of the Settlement Agreement, including and expressly,
6 nonmonetary terms set forth in the Settlement Agreement.
- 7 4. Except as provided otherwise in the Settlement Agreement, each side shall bear their own
8 fees and costs in this Action.
- 9 5. This entire Action is hereby dismissed with prejudice as to all Defendants.

10
11
12 **IT IS SO ORDERED**

13
14 DATED: _____
15 Morrison C. England, Jr.
16 Senior United States District Judge

17 **APPROVED AS TO FORM**

18
19 Dated: _____ LEGAL SERVICES OF NORTHERN CALIFORNIA

20
21 By: _____
22 Sarah J. Steinheimer
23 Attorneys for Plaintiffs

24
25 Dated: _____ WESTERN CENTER ON LAW & POVERTY

26
27 By: _____
28 Robert D. Newman
Attorneys for Plaintiffs

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Dated: _____

ALVAREZ-GLASMAN & COLVIN

By: _____

Vincent C. Ewing
Attorneys for Defendants

All parties have authorized the use of their electronic signatures for this document.

**(Shelter Plan)
Attachment B**

SILVER DOLLAR SPEEDWAY

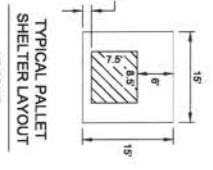
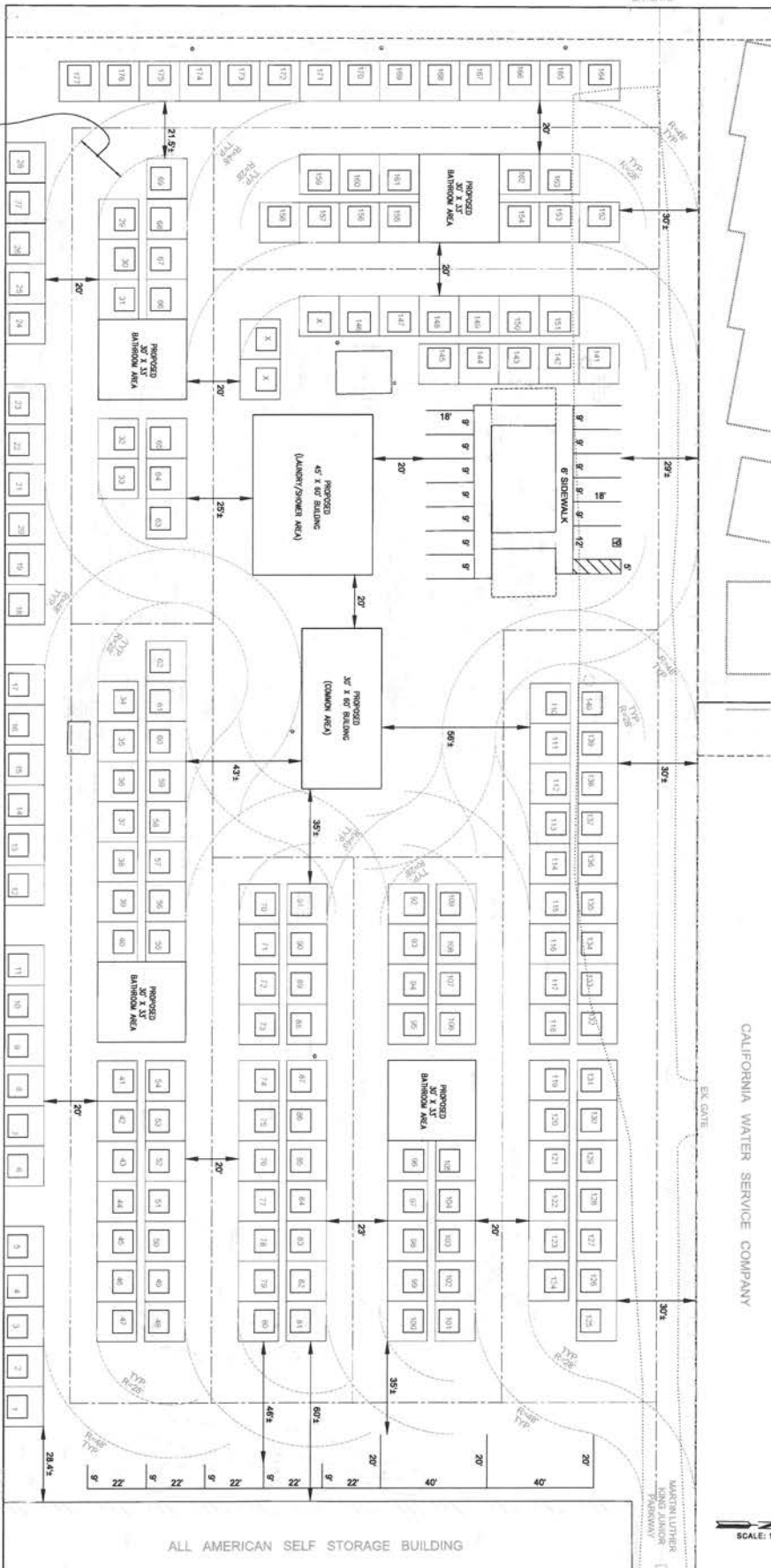
EX. GATE

TORRES COMMUNITY SHELTER

CALIFORNIA WATER SERVICE COMPANY

MARTIN LUTHER KING JR. MONUMENT

ALL AMERICAN SELF STORAGE BUILDING



NO SCALE

OPEN FIELD
CROUCH DITCH

NOTES

- 1. THE LAYOUT IS CONCEPTUAL AND IS SUBJECT TO FURTHER REFINEMENT.
- 2. THE LAYOUT PROVIDES MAXIMUM SHELTER SPACES.
- 3. THESE SHELTERS ARE 2' HIGH AND 10' LONG.

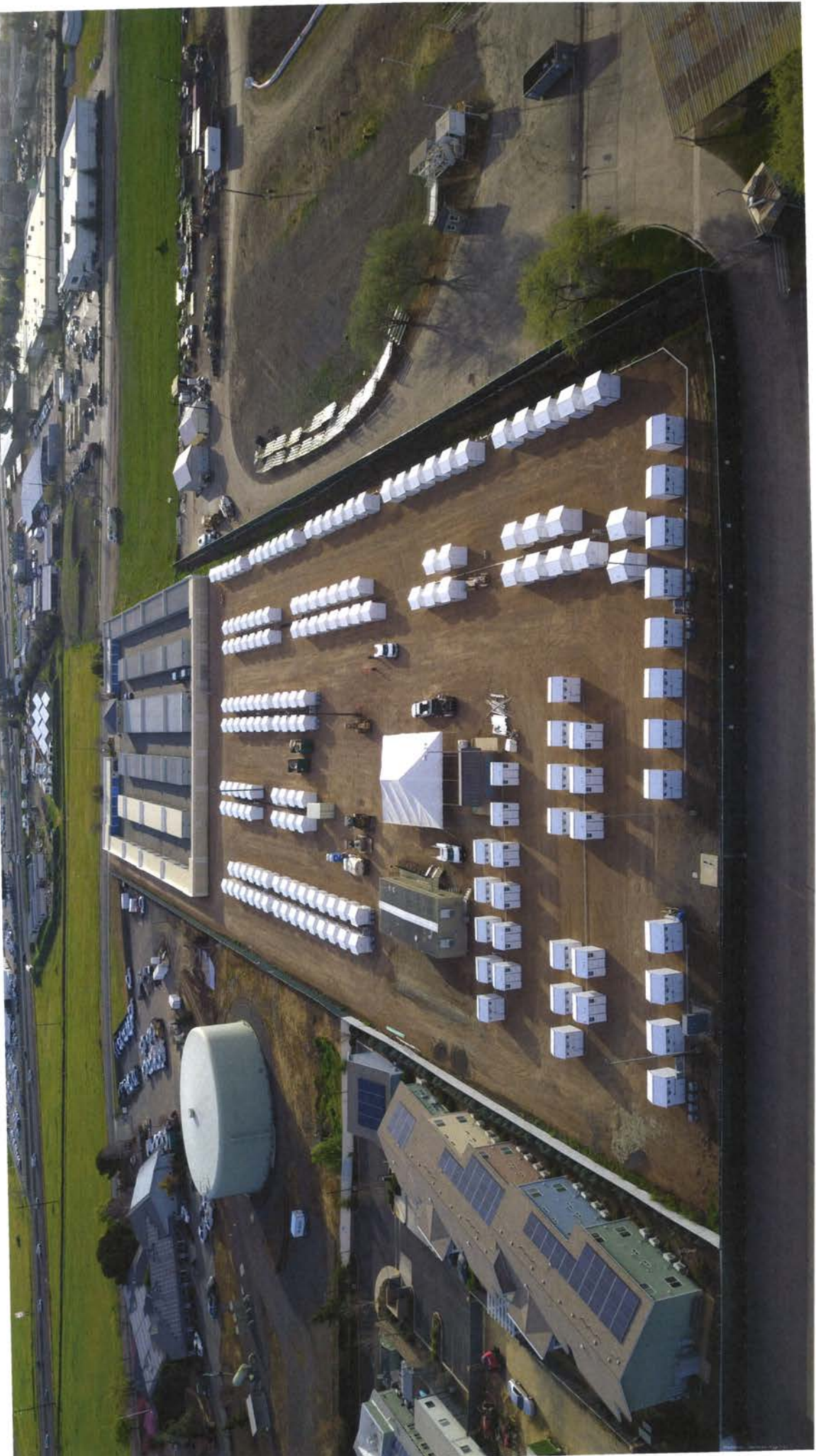
CITY OF CHICO
EMERGENCY
NON-CONGREGATE HOUSING SITE
CONCEPTUAL LAYOUT 3
180 PALLET SHELTERS
MAY 2020 REVISED

OCTOBER 2021 21173 SHEET 2 OF 3



SCALE: 1" = 20'

(Shelter Plan)
Attachment C





(Shelter Plan)
Attachment D

Chico Shelter Opportunities

Project	# of beds	Status	Notes
CHAT Everhart Village	20	Fall 2022	Behavioral Health Clients homeless or at risk of homelessness--tiny homes
Chico Rescue Mission	25	In Service	Substance abuse recovery for men
Jesus Center - Renewal Center	100	Summer 2023	Homeless transitional--sober environment
Jesus Center - Sabbath House	58	In Service	Homeless individuals--sober environment
Orchard House	7	In Service	Homeless men in need of substance abuse recovery
Salvation Army	50	In Service	Substance abuse recovery for men and women
Torres Shelter	177	In Service	Congregate shelter
TOTAL	437		

(Shelter Plan)
Attachment E



CITY OF CHICO LOW-COST HOUSING RESOURCE GUIDE



TABLE OF CONTENTS

4-5 OVERVIEW

- 4 Purpose of This Guide
- 4 Definitions
- 5 Housing Categories
- 5 How to Use This Guide
- 6 Butte County Income Limits

HOMELESS/EMERGENCY SHELTERS

- 7 Catalyst HAVEN
- 8 Sabbath House
- 9 Torres Community Shelter

RESIDENTIAL TREATMENT & TRANSITIONAL HOUSING

- 10 6th Street Transitional Housing Program
- 11 Catalyst Cottages
- 12 Chico Rescue Mission
- 13 Esplanade House Phase I
- 14 Jesus Center Housing Programs
- 15 Orchard House
- 16 Salvation Army
- 17 VECTORS

PERMANENT SUPPORTIVE HOUSING

- 18 Avenida Apartments
- 19 Campbell Commons
- 20 Cordillera Apartments
- 21 Esplanade House Phase II
- 22 Hartford Place
- 23 Longfellow Apartments
- 24 Valley View
- 25 Villa Serena

SENIOR HOUSING

- 26 1200 Park Avenue
- 27 Jarvis Gardens
- 28 Lucian Manor
- 29 Villa Rita
- 30 Walker Commons

TABLE OF CONTENTS CONTINUED

FAMILY HOUSING

31	Housing Authority of the County of Butte
32	Alamont Apartments
33	Bidwell Park Apartments
34	Cedar Village
35	Chico Commons
36	Chico Courtyards
37	Chico Gardens
38	Cinnamon Village
39	East of Eaton
40	Harvest Park Apartments
41	La Vista Verde
42	Lincoln Apartments
43	Locust Apartments
44	Murphy Commons
45	North Point Apartments
46	Parkside Terrace
47	Turning Point Commons
48	Villa Sierra

OVERVIEW

PURPOSE OF THE GUIDE

This guide was created to provide a comprehensive reference for anyone searching for affordable rental housing within the City of Chico. Most of the apartment complexes included in this guide are publicly subsidized and rent-restricted, meaning that their owners are required to rent apartments at below-market affordable rates. The rent restrictions are set at levels that are affordable to certain percentages of the Area Median Income (AMI). Maximum income levels and rents based upon the annually adjusted AMI, are determined annually and may vary depending upon the source of funds used to subsidize the apartment complex.

DEFINITIONS

Knowing the following terms will help you navigate this guide and understand how rent-restricted housing works.

Affordable Rents - determined by taking 30% of monthly AMI incomes. For example, affordable rent for an apartment restricted to households earning 50% of Area Median Income would be 30% of the monthly 50% of Area Median Income. For example, in 2020 a household of 2, with annual gross income of \$33,960, a monthly rent of \$849 is considered affordable. Current affordable rents are listed on the City's website at <https://chico.ca.us/pod/housing-planning-documents>.

Area Median Income (AMI) - the median income for the Chico area. Rent-restricted apartment complexes are required to limit rent to levels that would be affordable to certain percentages of AMI, usually 60% or 50% of AMI. "Affordable" rents are determined by taking 30% of the monthly AMI incomes. Current percentages of Area Median Income by household size are listed on the City's website at <https://chico.ca.us/pod/housing-planning-documents>.

Occupancy Requirements - Federal subsidized housing law requires that rent-restricted apartments are occupied by a maximum of two persons per bedroom plus one additional person.

Resident Services - Services that help tenants increase self-sufficiency, which may include: individual counseling, medical assistance, job training and placement, credit counseling, skill development, community-building activities, after-school programs for kids, etc.

Supportive Services - Services tailored to the disabled and/or formerly homeless households that assist in problem solving and successful tenancy.

HOUSING CATEGORIES

The guide is organized by the following categories:

Homeless/Emergency Shelters - offering beds, meals and supportive services for the homeless, on a temporary basis.

Residential Treatment & Transitional Housing - assists people who are homeless transition from temporary shelters to permanent housing by offering beds and intensive supportive services to increase self-sufficiency. Participation generally requires a minimum (30 days) and maximum (usually 12-24 months) residency period, and participation in a self-sufficiency improvement program.

Permanent Supportive Housing - permanent housing with supportive services tailored to the disabled and/or homeless. Housing is provided in the form of beds with central kitchens, or individual apartments. Supportive services include those directed toward the physically, mentally or developmentally disabled, as well as those struggling with substance abuse and/or homelessness.

Senior Housing - permanent housing restricted to tenants 55 or 62 years of age or older, depending upon funding source.

Family Housing - permanent housing that includes a mix of one-bedroom, two-bedroom, three-bedroom and in some cases, four-bedroom apartments. Amenities are tailored to families with children, such as play structures, computer labs, and community rooms that provide space for after-school programs. Tenancy is not restricted to families with children.

HOW TO USE THIS GUIDE

This guide is organized by housing category as described above, with a page providing information about each apartment complex in that category. For each apartment complex, the following essential information is provided:

- Apartment Complex or Shelter Name
- Contact Information
- Brief Description of the Apartment Complex or Shelter
- Location - Address and Map
- Unit Mix
- Income Restrictions
- Resident/Supportive Services
- Amenities

Please Note: Bus routes are subject to change. Please contact BCAG
www.blinetransit.com or 530-879-2468

An online version of this guide is available on the City of Chico website at:
www.chicoca.gov/pod/rental-assistance-and-resources

EXAMPLE

Butte County Income Limits, 2020

% of Area Median Income (AMI)	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% (Extremely Low Income)	\$14,850	\$17,000	\$19,100	\$21,200	\$22,900	\$24,600	\$26,300	\$28,000
50% (Very Low Income)	\$24,750	\$28,300	\$31,850	\$33,350	\$38,200	\$41,050	\$43,850	\$46,700
60% (Low Income)	\$29,700	\$33,960	\$38,220	\$42,420	\$45,840	\$49,260	\$52,620	\$56,040
80% (Lower Income)	\$39,600	\$45,250	\$50,900	\$56,550	\$61,100	\$65,600	\$70,150	\$74,650
100% (Median Income)				\$66,100				

Butte County Rents, 2020

	Efficiency	1BR	2BR	3BR	4BR
FY2020 Fair Market Rent	\$761	\$842	\$1,090	\$1,567	\$1,881

These income limits and affordable rents are for illustration only and change each year. Current income limits (AMI) and affordable rents are listed on the City's website at website at: <https://chico.ca.us/pod/housing-planning-documents>.

Contact the property you are interested in for current eligibility limits.

CATALYST HAVEN

Contact: (800) 895-8476 (24-hr Hotline)
catalyst@catalystdvservices.org
Catalyst Domestic Violence Services <http://www.catalystdvservices.org>

Description: HAVEN is a temporary, confidential communal living environment for survivors of intimate partner violence and their children whose safety is at immediate risk. There are 32 beds and additional spaces for children. Residents are provided with housing and services for up to six months. This housing is available to individuals and individuals with children regardless of gender identity.

Location: Confidential

Supportive Services: Voluntary supportive and advocacy services are available when participants want or need support. This can include crisis counseling and emotional support, resources for education, resources for training and employment, resources for housing, and a variety of other self-identified needs and goals.

Amenities: Shared bedrooms and bathroom with shower, emergency food, communal kitchen and dining area, common patios, meeting room, children’s interior and exterior play areas, community garden.

SABBATH HOUSE

- Contact:** (530) 345-2640 (phone)
shelly@jesuscenter.org
Jesus Center <http://www.jesuscenter.org/housing/sabbath-house>
- Description:** The Sabbath House is a homeless shelter for women and children, offering 26 beds with supportive services. It is an alcohol-free and drug-free shelter.
- Location:** The Sabbath House is moving. Contact the Jesus Center (above) for current information.
- Supportive Services:** Case management, coordination with Butte County social services, job training and placement, housing placement.
- Amenities:** Meals, food pantry, clothes, laundry, showers, mail and phone message services, resource center with phones and computers, on-site chiropractor, barber, dermatology services.

TORRES COMMUNITY SHELTER

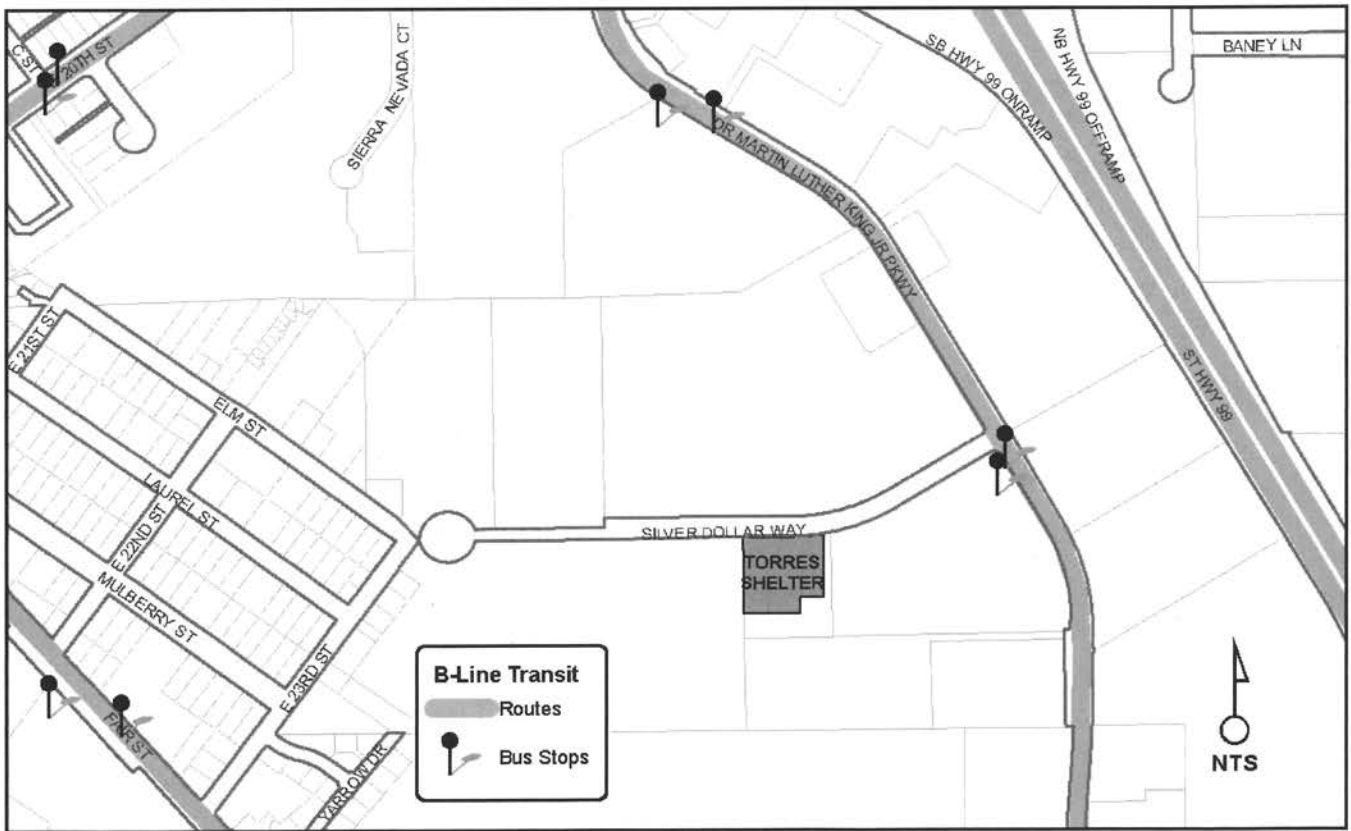
Contact: (530) 891-9048 (phone)
info@torresshelter.org
True North Housing Alliance <http://www.truenorthbutte.org>

Description: The Torres Community Shelter is a low-barrier emergency shelter serving up to 160 individuals nightly. Individuals seeking shelter must be over the age of 18, and not be a registered sex offender or arsonist. Torres Community Shelter does not serve families. Families in need of shelter may call the shelter to complete a service referral for other program options. The Shelter can only accommodate service animals, no pets are allowed.

Location: 101 Silver Dollar Way (next door to Costco)

Supportive Services: The Torres Community Shelter provides case management to guests in an effort to help them obtain permanent employment and housing, and secure necessary benefits. The Shelter is a member of the City of Chico Tenant Based Rental Assistance (TBRA) Committee, which provides temporary rental assistance to households that create a self-sufficiency plan with their case manager and demonstrate that they will be able to maintain their housing at the end of the rental assistance period.

Amenities: The Shelter is open 24 hours a day/7 days a week, providing breakfast, lunch and dinner. Other amenities include toiletries, showers, clothing vouchers to Independent Living Services, laundry, telephone message service and mail receiving address.



6th STREET TRANSITIONAL HOUSING PROGRAM

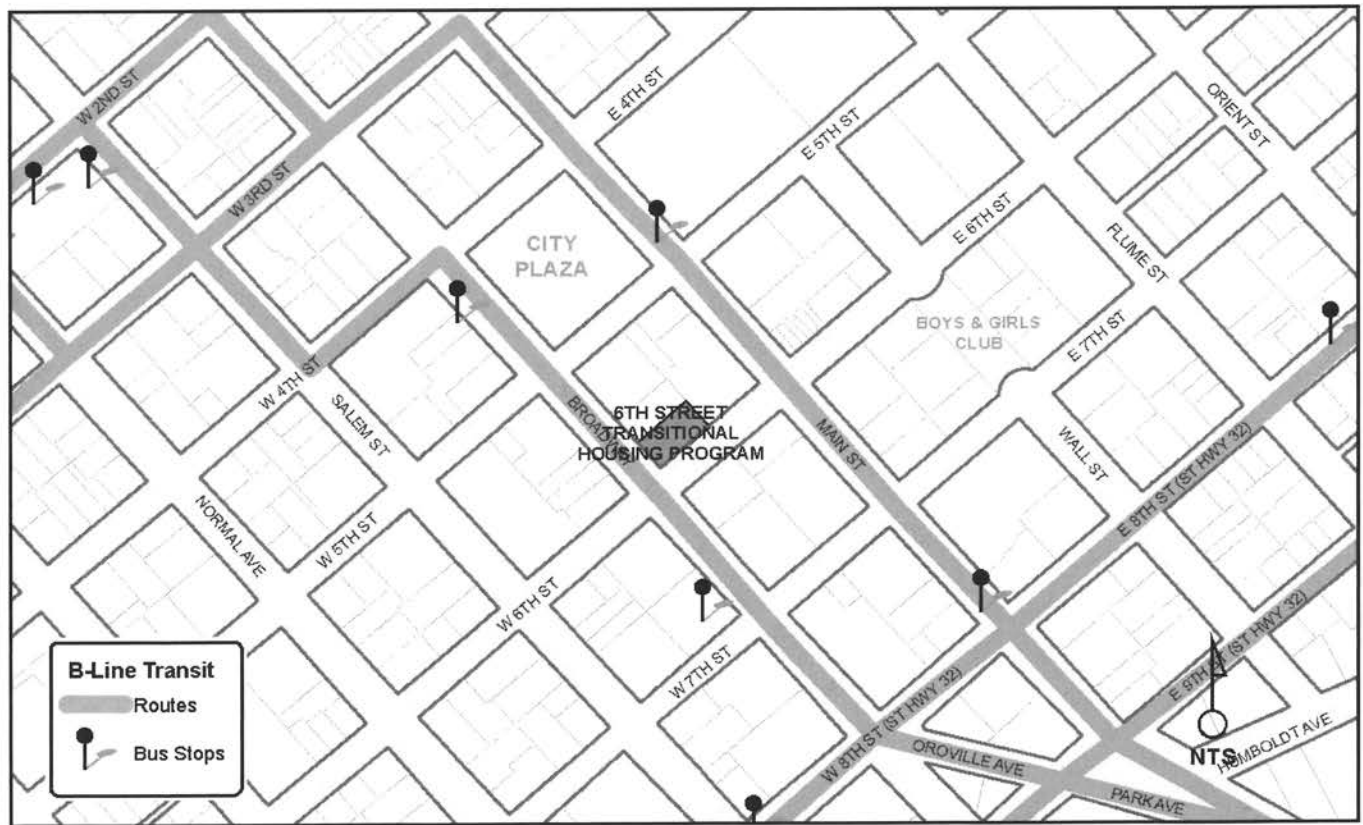
Contact: (530) 894-8008 (phone)
ebateman@youth4change.org
Youth for Change <http://www.youth4change.org>
www.6thstreetcenter.org

Description: 6th Street Center for Youth, operated by Youth for Change, provides basic needs for homeless youth including transitional housing units in the community. The housing program includes a self-sufficiency plan developed with a case manager to help in maintaining housing at the end of the assistance program.

Location: 130 W. 6th Street in downtown Chico (behind the downtown post office)

Supportive Services: The 6th Street Transitional Housing Program provides case management to youth participants in an effort to help them obtain permanent and appropriate housing. Youth for Change is a member of the City of Chico Tenant Based Rental Assistance (TBRA) Committee, which provides temporary rental assistance to households that create a self-sufficiency plan with their case manager and demonstrate that they will be able to maintain their housing at the end of the rental assistance period.

Amenities: Sublease with Youth for Change in community apartments, initial rental assistance.



CATALYST COTTAGES

Contact: (800) 895-8476 (24-Hr Hotline)
catalyst@catalystdvservices.org
Catalyst Domestic Violence Services <http://www.catalystdvservices.org>

Description: Catalyst offers two two-bedroom and one three-bedroom cottages next door to HAVEN. The purpose of the Cottage Program is to provide transitional housing and supportive services for 12 to 18 months to survivors of intimate partner violence. The length of stay is based on the time frame needed to achieve goals that will lead to self-sufficiency. This housing is available to individuals and individuals with children regardless of gender identity and in need of a safe and confidential place to live. Applications are only available when there are vacancies. There is no waitlist for this program.

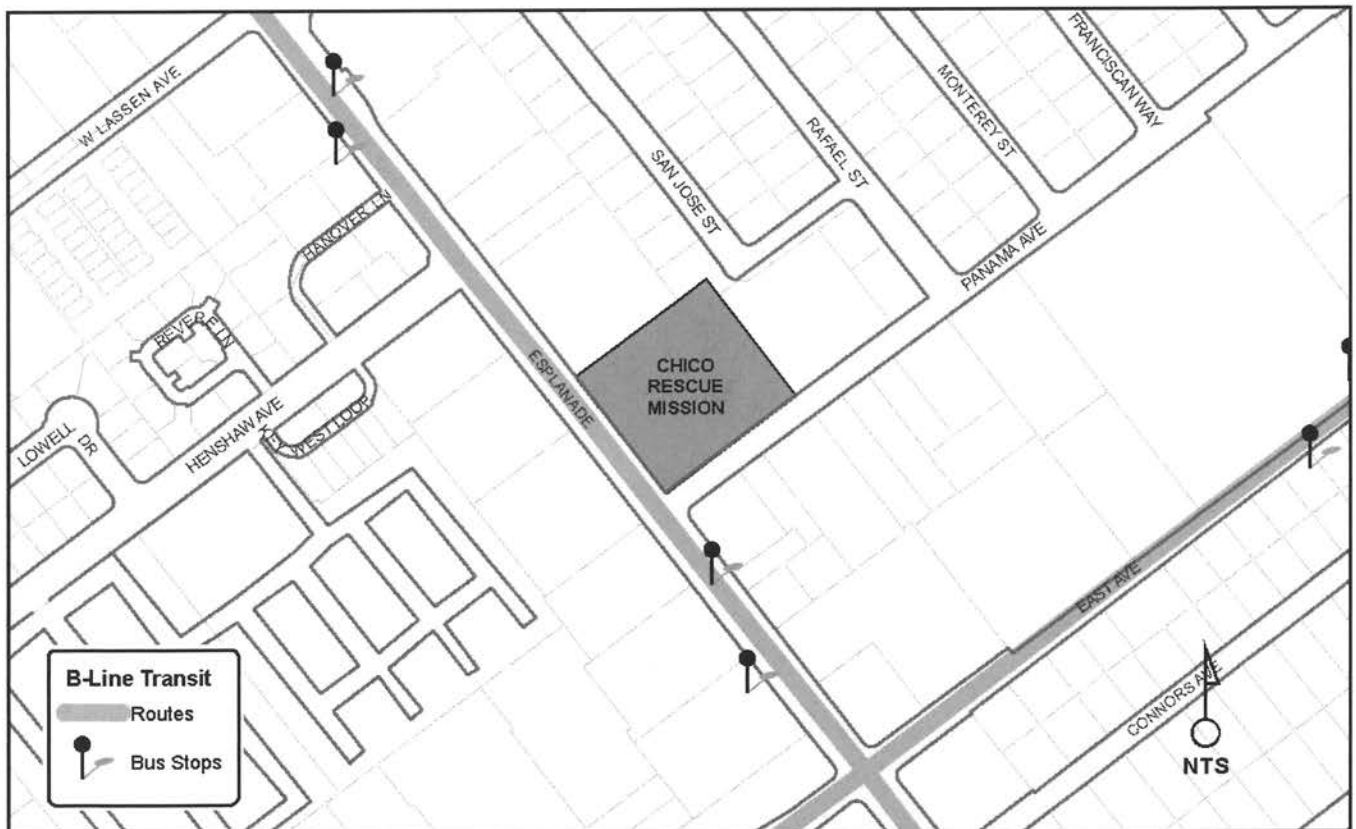
Location: Confidential.

Supportive Services: A variety of supportive and advocacy services are offered based on participant need. This can include crisis counseling and emotional support, resources for education, resources for training and employment, resources for housing, and a variety of other self-identified needs and goals. The Cottages are a self-sufficiency program in which participants must be employed or already enrolled in an educational/training program at the time of application.

Amenities: Private, fully furnished residence with bedrooms, bathroom(s), living and kitchen areas, laundry, shared outdoor children’s play area, private parking, community garden.

CHICO RESCUE MISSION

- Contact:** (530) 343-1935 (phone)
www.chicorescuemission.org
- Description:** One facility - a 1 year residential 90-bed, privately funded facility for men. Provides substance abuse rehabilitation services.
- Location:** 2612 Esplanade
- Unit Mix:** 90 beds in shared rooms
- Income Restrictions:** None; program requires a 12-month commitment to the rehabilitation program. If you receive income, there is a \$400 a month program fee.
- Supportive Services:** Year-long substance abuse rehabilitation program, 12-step program, transportation services for appointments and vocational training.



RESIDENTIAL TREATMENT & TRANSITIONAL HOUSING

ESPLANADE HOUSE (PHASE I)

Contact: (530) 712-2600 ext. 4
info@buttecaa.com
Community Action Agency of Butte County <http://www.buttecaa.com/contact>

Description: The Esplanade House Phase I provides 26 apartments with supportive services for homeless families with children. Phase I is temporary transitional housing that prepares families for permanent housing. Esplanade House also has 34 units of permanent supportive housing.

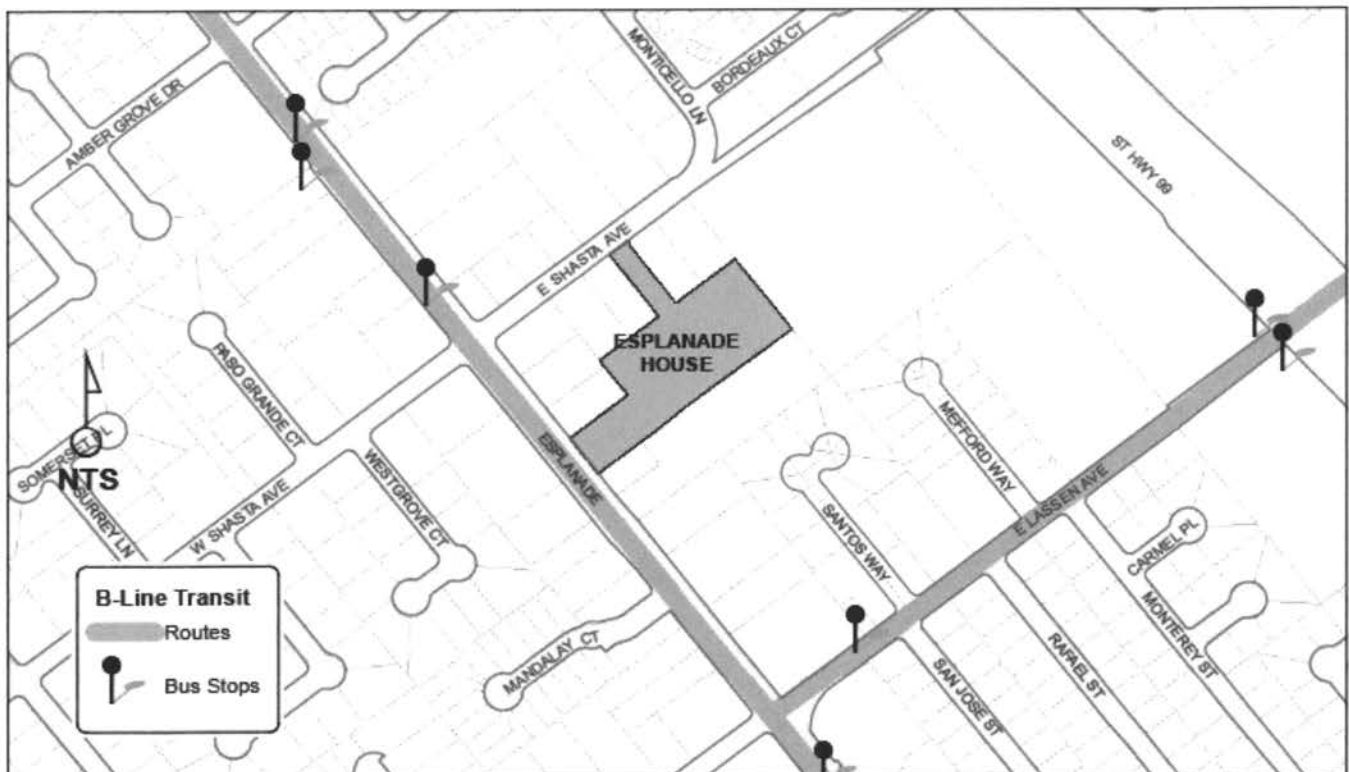
Location: 181 E. Shasta Avenue

Unit Mix: 6 one-bedrooms, 14 two-bedrooms and 6 three-bedrooms

Income Restrictions: All units are restricted to households earning less than 50% of Area Median Income (AMI), and are affordable to all incomes less than 50% AMI.

Supportive Services: Addiction recovery support, comprehensive case management, food, social services, after-school programs, GED tutoring, life management classes, licensed child care ages 0-5, job training program; Community Action Agency is a member of the City of Chico Tenant Based Rental Assistance (TBRA) Committee, which provides temporary rental assistance to households that create a self-sufficiency plan with their case manager and demonstrate that they will be able to maintain their housing at the end of the rental assistance period.

Amenities: Laundry room, family meeting room, administrative offices, playground, private parking, community garden.



JESUS CENTER HOUSING PROGRAMS

Contact: (530) 345-2640 (phone)
shelly@jesuscenter.org
Jesus Center <http://www.jesuscenter.org/housing/>

Description: The Jesus Center currently provides housing to nearly 60 individuals at the following sites:
House of Hope (transitional housing to women and children)
Sage House (housing specifically for senior women experiencing homelessness)
Myrtle House (transitional house for single women with children)
Birch House (transitional house for men)
St. Joseph Lily House (pregnant women and their newborns)
Holly House (safe, sober and structured transitional housing for women)

Location: Various

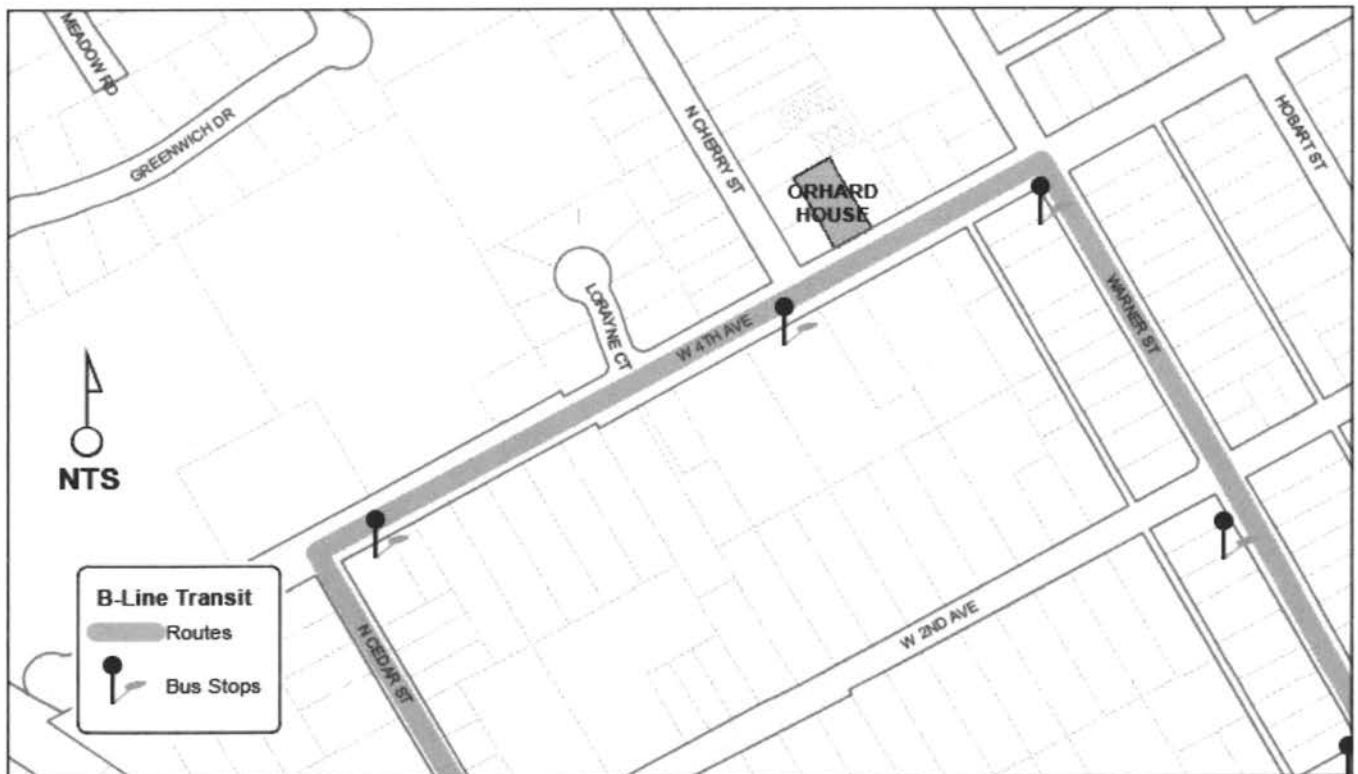
Supportive Services: A variety of supportive and advocacy services are offered based on participant need. This can include case management, coordination with Butte County social services, educational programs, resources for education, for training and employment.

Amenities: Various

RESIDENTIAL TREATMENT & TRANSITIONAL HOUSING

ORCHARD HOUSE

- Contact:** (530) 715-0025 (phone)
info@orchardchurch.com
- Description:** 7 beds for homeless men in need of substance abuse recovery.
- Location:** 642 W. 4th Avenue
- Unit Mix:** 7 beds
- Income Restrictions:** No restriction; required rent payment of \$400 per month. This facility is privately funded.
- Supportive Services:** Substance abuse recovery program.
- Amenities:** Common kitchen area and meeting room.



RESIDENTIAL TREATMENT & TRANSITIONAL HOUSING

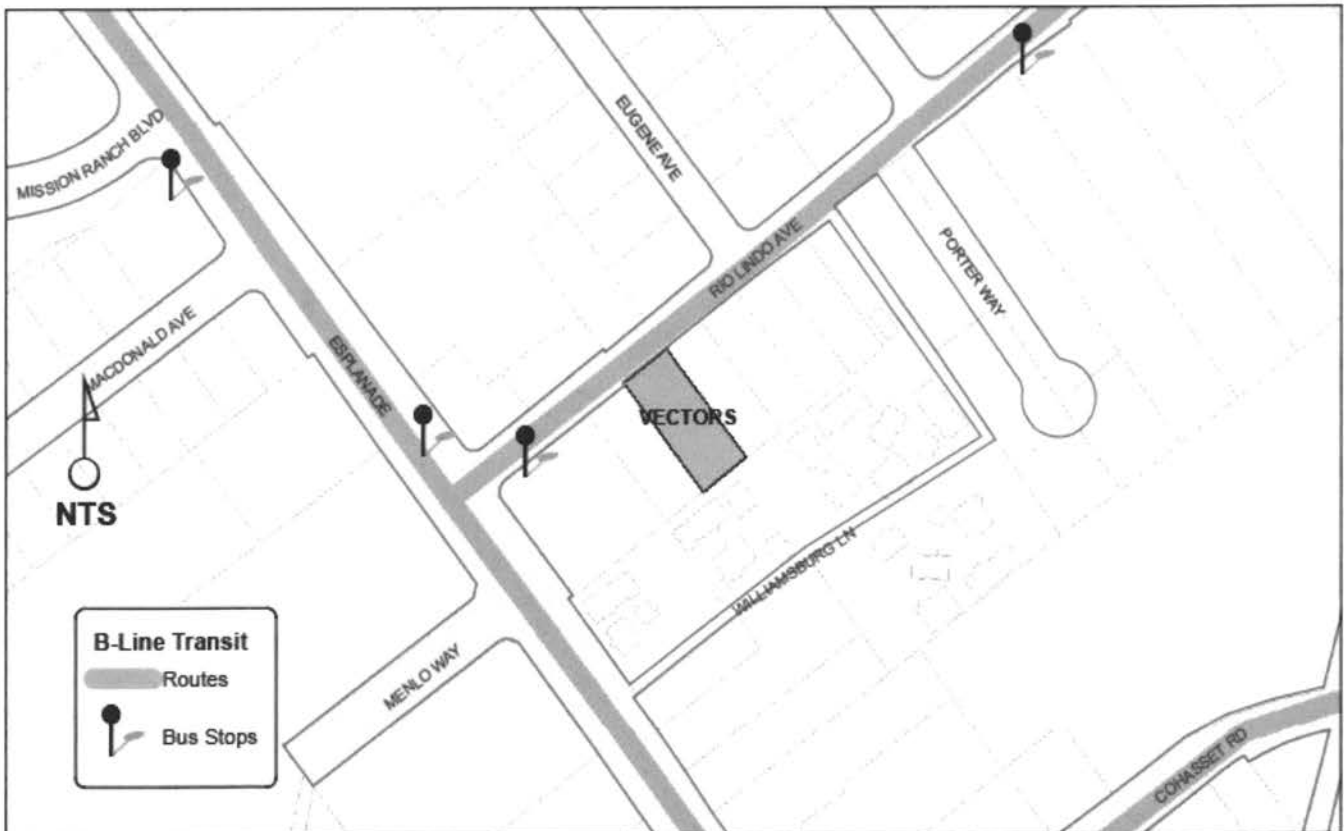
SALVATION ARMY ADULT REHABILITATION PROGRAM

- Contact:** (530) 342-2199 (phone)
Jodene.setera@usw.salvationarmy.org
Salvation Army <http://www.chico.salvationarmy.org>
- Description:** The Salvation Army's Chico Adult Rehabilitation Program offers 50 beds and substance abuse recovery services.
- Location:** 13404 Browns Valley Drive
- Unit Mix:** 50 beds total in separated men's and women's dormitories
- Income Restrictions:** Serves anyone without discrimination.
- Supportive Services:** Work therapy, group therapy, counseling, spiritual development, 12-step programming.
- Amenities:** Showers, laundry facilities, meals, church services.



VECTORS

- Contact:** (530) 343-3040 (phone)
vectorsofchico@gmail.com
- Description:** VECTORS offers housing and supportive services for homeless veterans.
- Location:** 171 Rio Lindo Avenue
- Unit Mix:** 15 beds
- Income Restrictions:** All units are restricted to households earning less than 50% of Area Median Income (AMI) that are homeless.
- Supportive Services:** Case management and referral to VA services for formerly homeless veterans.
- Amenities:** Community room with full kitchen, private patios and private parking. Food is included; residents prepare for themselves.



AVENIDA APARTMENTS

Contact: (530) 343-4580 (phone)
GordonM@caminar.org
Caminar <http://www.caminar.org>

Description: Avenida Apartments has 13 apartments for people who have persistent mental illness and are homeless.

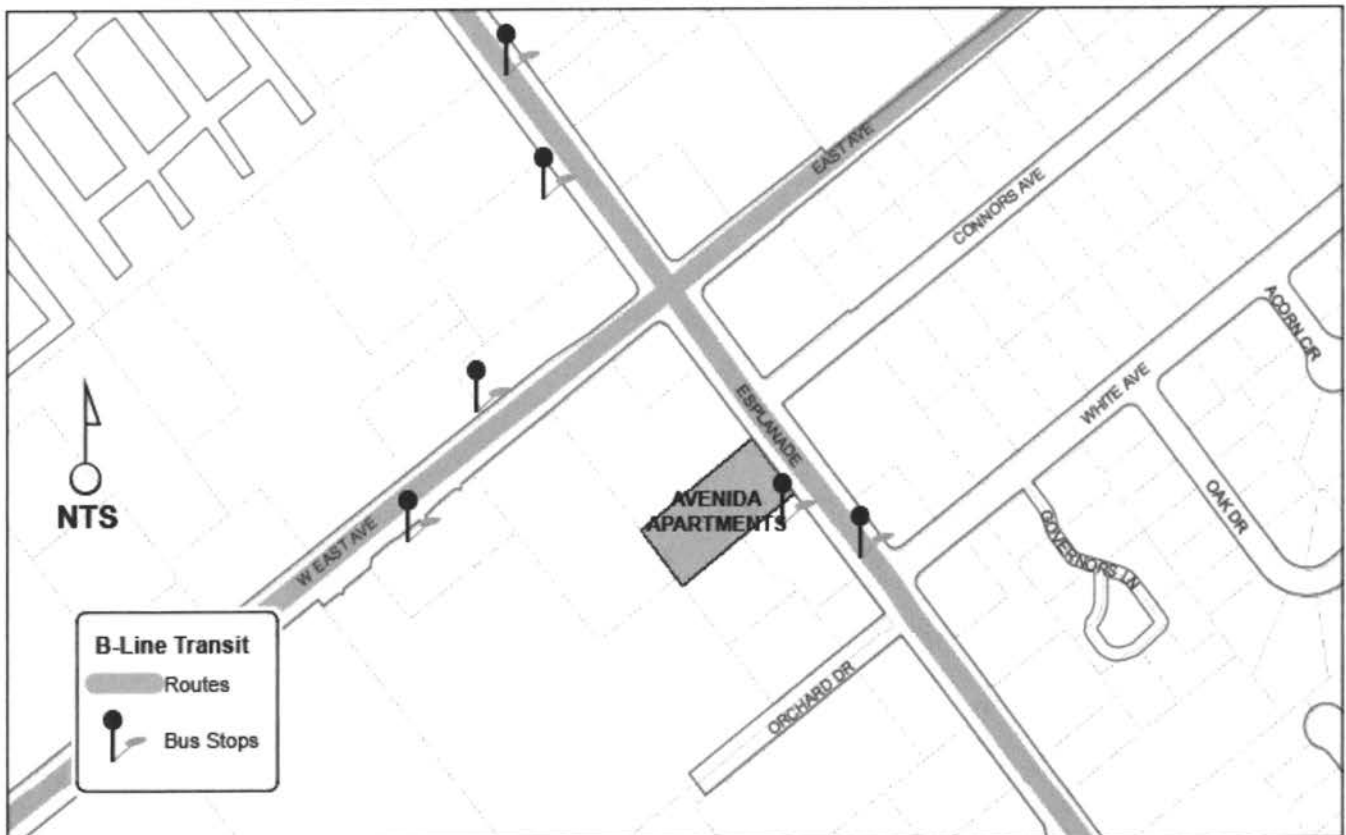
Location: 2505 Esplanade

Unit Mix: 8 studios, 4 one-bedrooms and 1 two-bedroom

Income Restrictions: All units restricted to persons earning less than 30% of Area Median Income (AMI), and are affordable to persons earning less than 30% of AMI.

Supportive Services: Case management and employment training opportunities.

Amenities: Community room, common patio, garden, laundry room, one ADA-compliant unit.



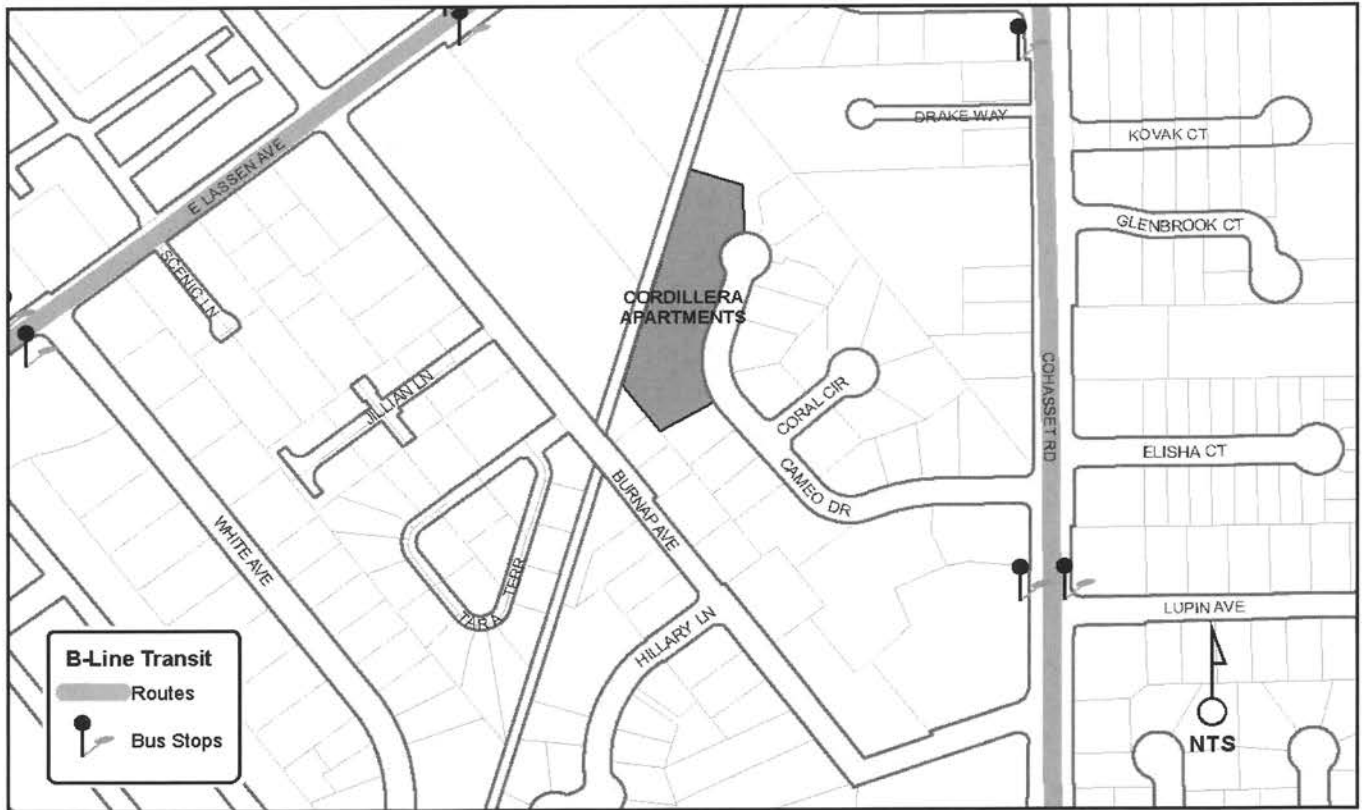
CAMPBELL COMMONS

- Contact:** (530) 899-7569 (phone)
ccapt@chiphousing.org
Community Housing Improvement Program (CHIP) <http://www.chiphousing.org>
- Description:** Campbell Commons is a Single Room Occupancy (SRO) establishment with 55 studio apartments.
- Location:** 600 Flume Street
- Unit Mix:** 55 studio apartments
- Income Restrictions:** All units restricted to persons earning less than 40% of Area Median Income (AMI).
- Supportive Services:** None.
- Amenities:** Furnished, microwave, stovetop, refrigerator, fans, laundry room, community room w/ pool table and TV/reading room.



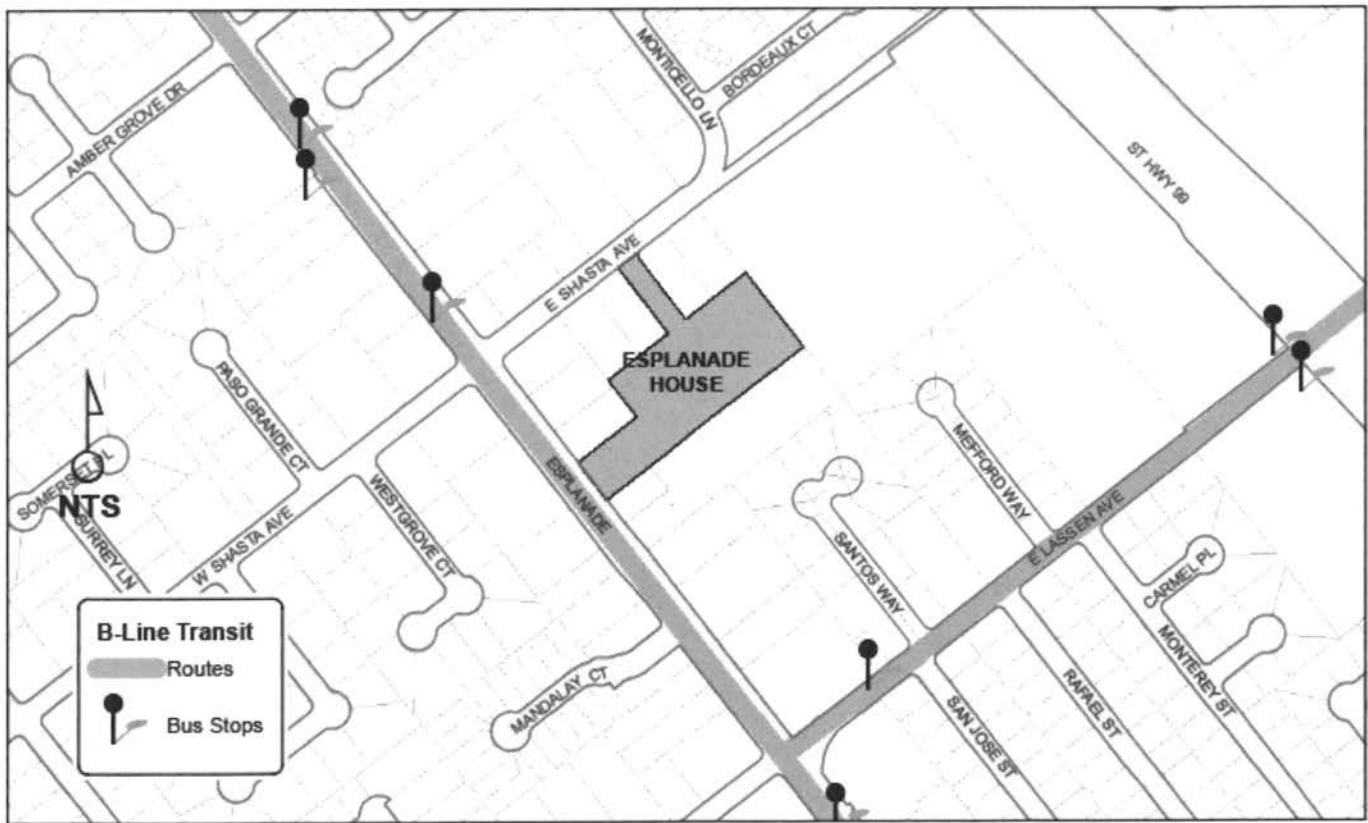
CORDILLERA APARTMENTS

- Contact:** (530) 893-8228 or (530) 894-2220 (phone)
cordilleraapartments@gmail.com
- Description:** Cordillera Apartments has 20 two-bedroom apartments for low-income households.
- Location:** 37-53 Cameo Drive
- Unit Mix:** 20 two-bedroom apartments
- Income Restrictions:** All units are affordable to households earning less than 80% of Area Median Income (AMI). One unit restricted to households earning less than 50% AMI ; 4 units restricted to households earning less than 65% AMI; and 15 units restricted to households earning less than 80% of AMI.
- Supportive Services:** Case management is provided by Butte County Behavioral Health for five of the tenany households.
- Amenities:** Laundry room, patio, covered parking.



ESPLANADE HOUSE (PHASE II)

- Contact:** (530) 712-2600 ext. 4 (phone)
 info@buttecaa.com
 Community Action Agency of Butte County <http://www.buttecaa.com>
- Description:** Esplanade House Phase II has 34 two-bedroom apartments for low-income households.
- Location:** 181 E. Shasta Avenue
- Unit Mix:** 10 two-bedrooms, 20 two-bedrooms and 4 three-bedrooms
- Income Restrictions:** Eight units are restricted to households earning 80% of Area Median Income. All other units are restricted to households earning less than 50% of Area Median Income, and are affordable to all incomes less than 50% of Area Median Income.
- Supportive Services:** Addiction recovery support, comprehensive case management, food, social services, after-school programs, GED tutoring, life management classes, licensed child care ages 0-5, job training program; Community Action Agency is a member of the City of Chico Tenant Based Rental Assistance (TBRA) Committee, which provides temporary rental assistance to households that create a self-sufficiency plan with their case manager and demonstrate that they will be able to maintain their housing at the end of the rental assistance period.
- Amenities:** Laundry room, family meeting room, administrative offices, playground.



HARTFORD PLACE

Contact: (530) 345-2029 (phone)
hartfordplace@nvcss.org

Description: Hartford Place has 20 apartments for persons with a developmental disability.

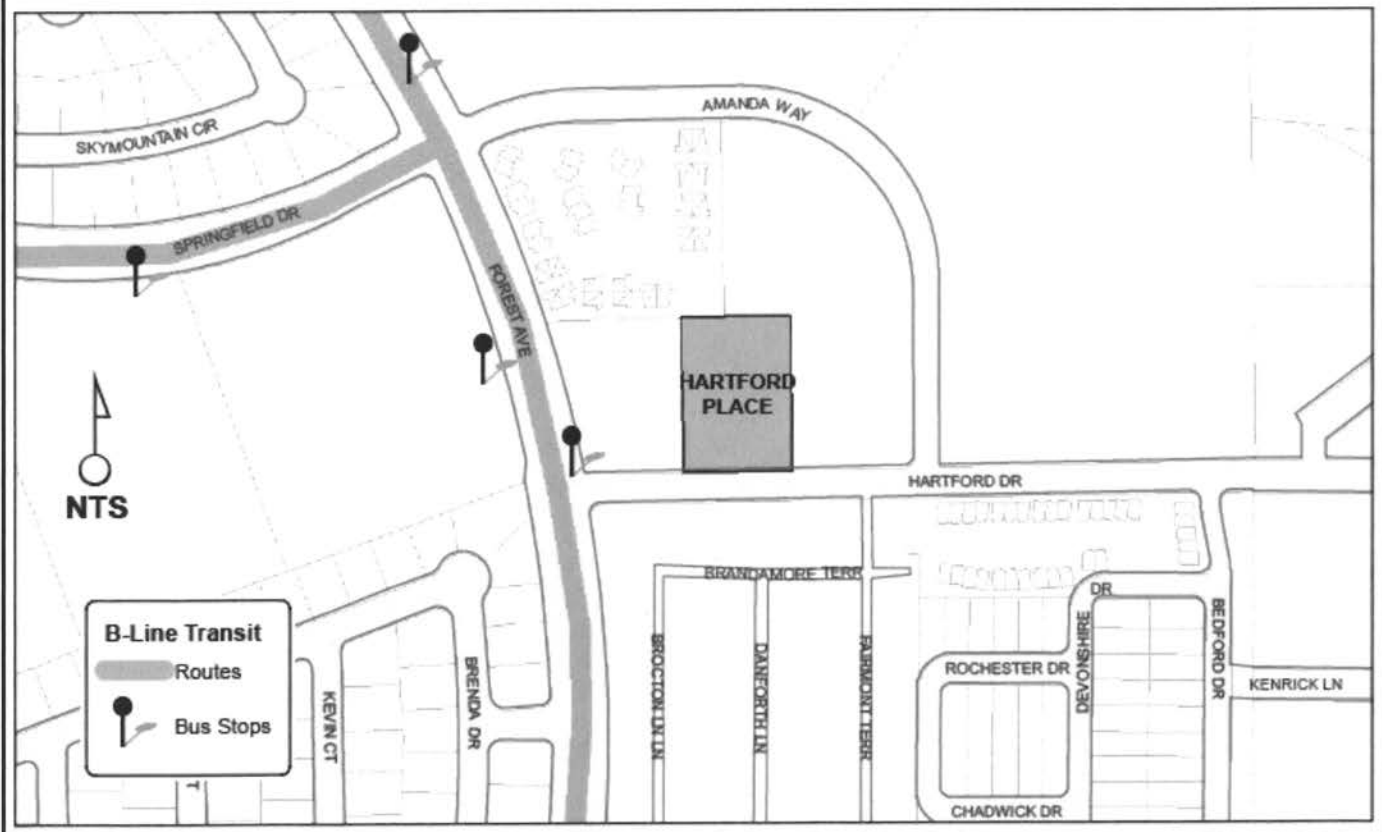
Location: 2058 Hartford Drive

Unit Mix: 14 one-bedrooms and 6 two-bedrooms

Income Restrictions: All units are restricted to households earning less than 50% of Area Median Income, and are affordable to all incomes less than 50% of Area Median Income with tenants paying 30% of their income towards rent.

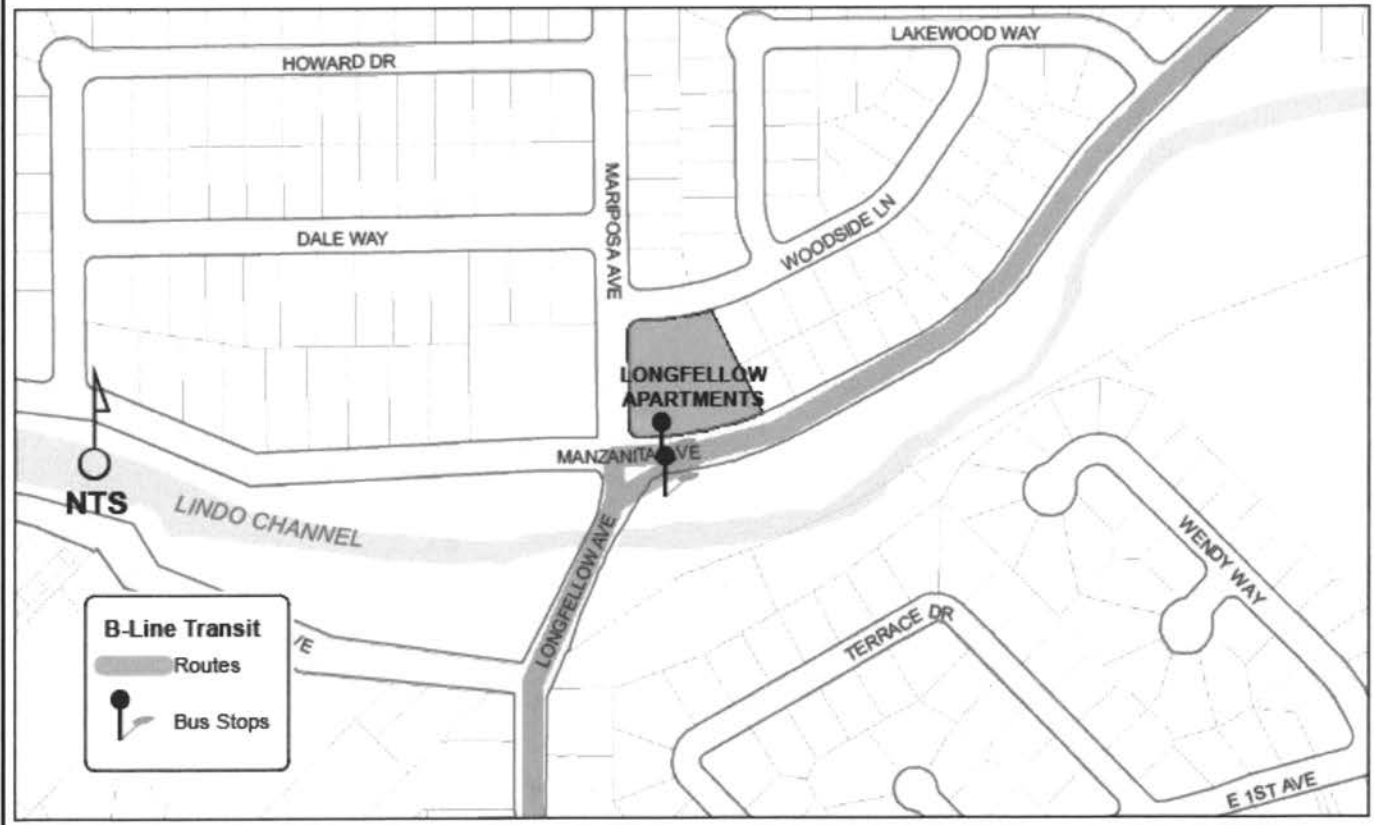
Supportive Services: Case management and coordination with Far Northern Regional Center.

Amenities: Laundry room, community room, common patio.



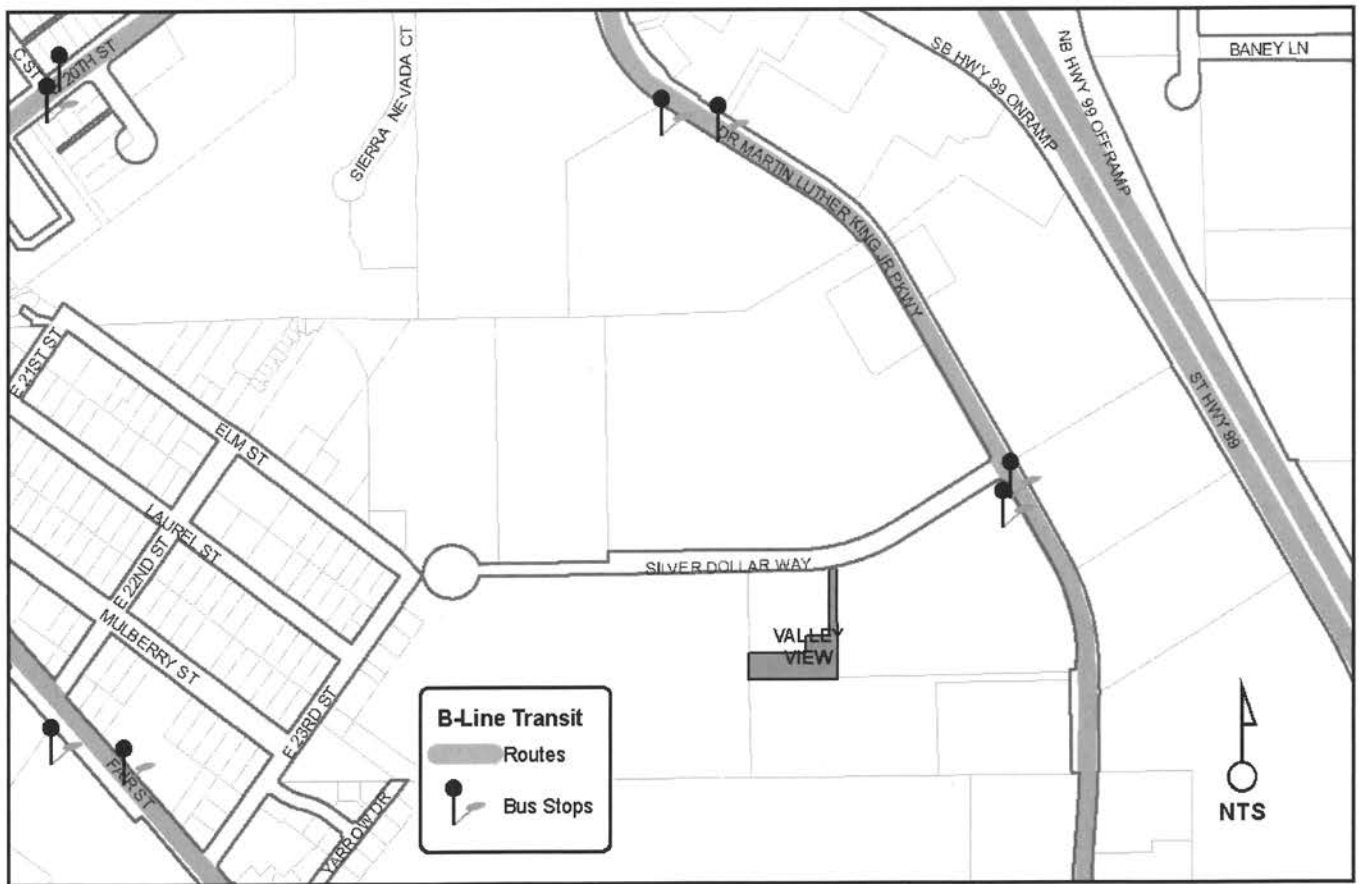
LONGFELLOW APARTMENTS

- Contact:** (530) 892-2234 (phone)
lf@chiphousing.org
Community Housing Improvement Program (CHIP) <http://www.chiphousing.org>
- Description:** Longfellow Apartments has 24 apartments, 10 of which are designated for households where at least one member has a developmental disability.
- Location:** 1350 Manzanita Avenue
- Unit Mix:** 8 one-bedrooms and 16 two-bedrooms
- Income Restrictions:** 12 units are restricted to households earning less than 80% of Area Median Income (AMI) and 10 units are restricted to households earning less than 50% AMI.
- Supportive Services:** IHSS Program, Butte County Behavioral Health and ARC of Butte County provides services to some of the residents.
- Amenities:** Swimming pool, laundry room, on-site parking.



VALLEY VIEW APARTMENTS

- Contact:** (530) 332-8419 (phone)
- Description:** Valley View Apartments offer independent living for people who are homeless or at risk of homelessness with a mental illness.
- Location:** 103 Silver Dollar Way
- Unit Mix:** 14 one-bedroom units
- Income Restrictions:** Units are restricted to households earning between 30% - 60% of Area Median Income with residents paying 30% of their income towards rent.
- Supportive Services:** Supportive services are coordinated with Butte County Behavioral Health.
- Amenities:** Patio or balcony, laundry room, community room.



VILLA SERENA

Contact: (530) 342-3616 (phone)
villaserena@nvcss.org

Description: Villa Serena provides independent living for people with mental illness.

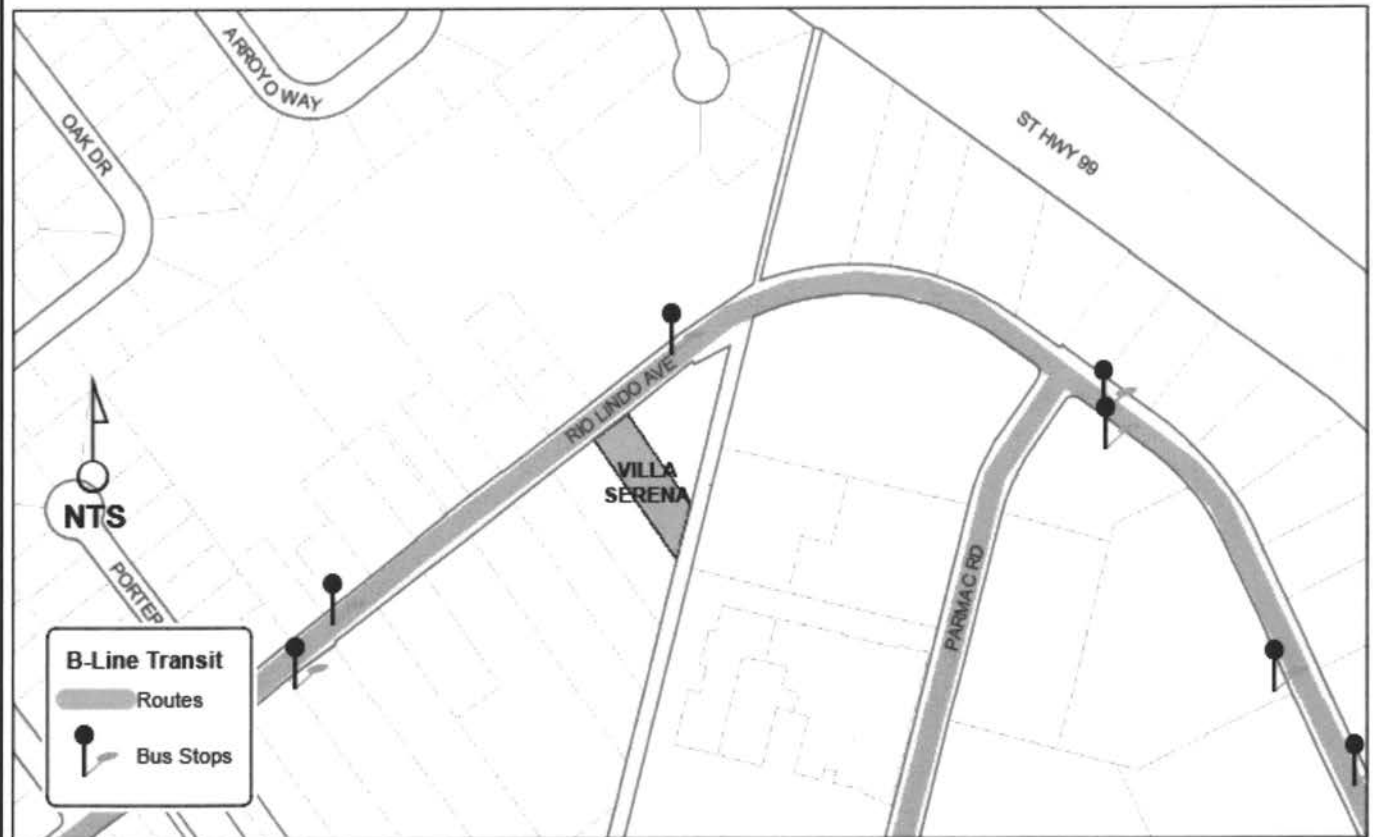
Location: 377 Rio Lindo Avenue

Unit Mix: 9 one-bedroom apartments

Income Restrictions: All units are restricted to households earning less than 50% of Area Median Income with tenants paying 30% of their income towards rent.

Supportive Services: Supportive services are coordinated with Butte County Behavioral Health.

Amenities: Community room, patios, common patio area, laundry room, adjacent to City bike path.



1200 PARK AVENUE

Contact: (530) 894-2165 (phone)
parkavenue@awimc.com
1200 Park Avenue <http://www.awimc.com/communities/park-avenue-apartments.aspx>

Description: 1200 Park Avenue is an apartment complex restricted to seniors age 55 years and older, with 107 one- and two- bedroom apartments.

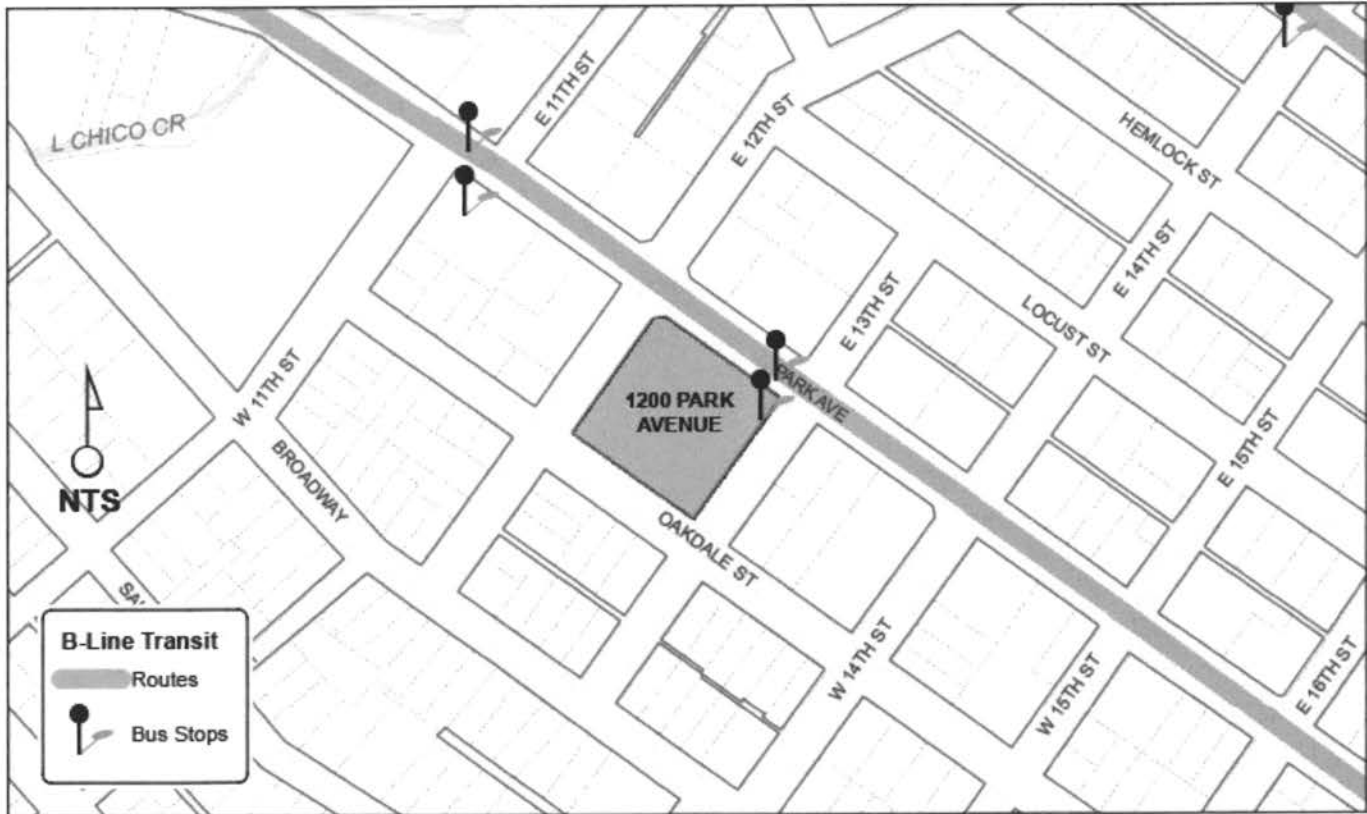
Location: 1200 Park Avenue

Unit Mix: 86 one-bedrooms and 21 two-bedrooms

Income Restrictions: All units are restricted to households earning less than 60% of Area Median Income, with rents affordable to incomes between 30% and 60% of Area Median Income.

Resident Services: Regular educational and community events in the common area.

Amenities: Lobby, TV area, library, computer room, 4 laundry rooms, meeting room, warming kitchen, private dining area for small parties, 100% accessible.



JARVIS GARDENS SENIOR APARTMENTS

- Contact:** (530) 345-1384 (phone)
 sbachelor@cchnc.org
 Christian Church Homes <http://www.cchnc.org/locations/jarvis-gardens>
- Description:** Jarvis Gardens has 49 apartments for seniors age 62 years and older.
- Location:** 2001 Notre Dame Boulevard
- Unit Mix:** All one-bedrooms
- Income Restrictions:** All units are restricted to households earning less than 50% of Area Median Income, and are affordable to all incomes less than 50% of Area Median Income, with tenants paying 30% of their income towards rent.
- Resident Services:** Information and referral to supportive services.
- Amenities:** Covered parking and a large community room for activities, large patio and gazebo with raised beds for gardens, 3 ADA-compliant units, all units adaptable to physically disabled.



LUCIAN MANOR

Contact: (530) 895-3120 (phone)
LManorApts@chiphousing.org
Community Housing Improvement Program (CHIP) <http://www.chiphousing.org>

Description: Lucian Manor has 38 apartments for seniors age 62 years and older and the disabled over 18.

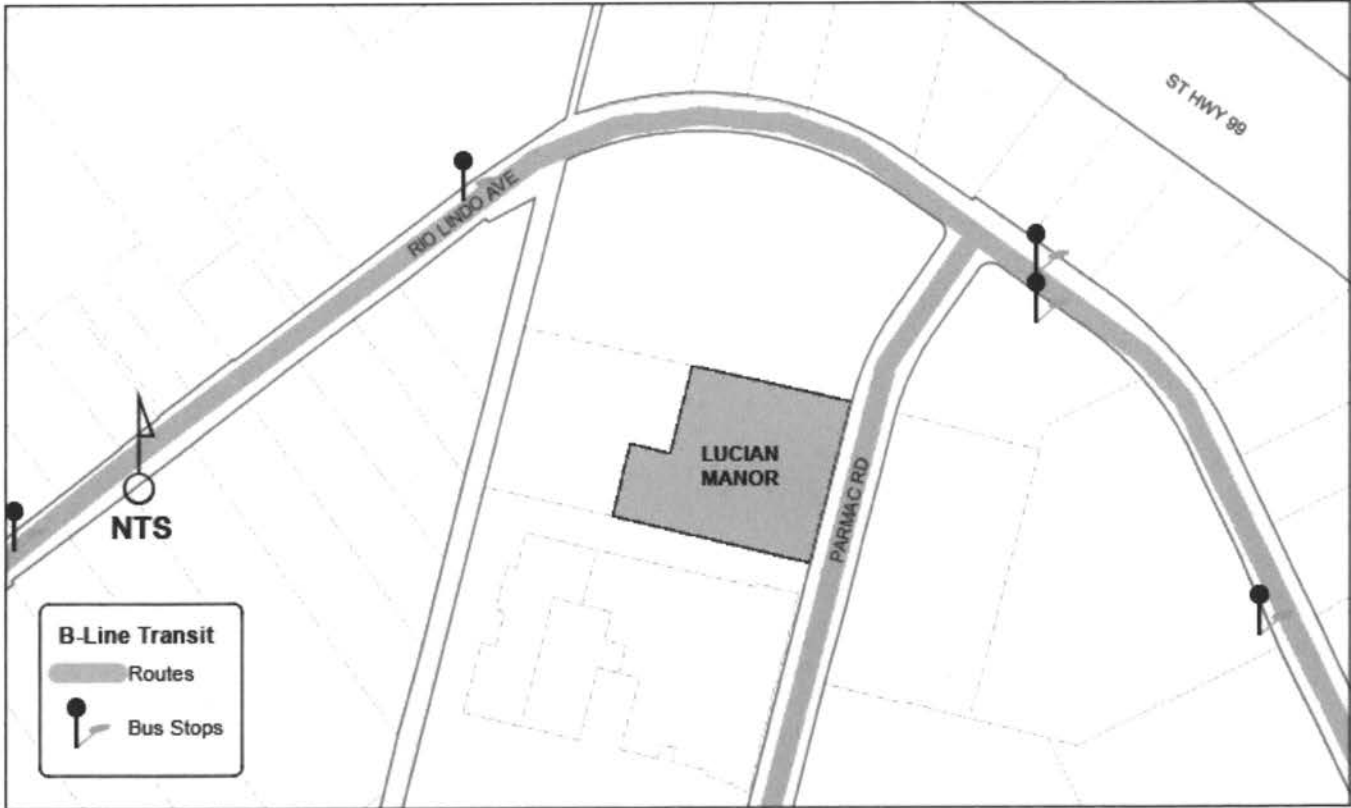
Location: 120 Parmac Road

Unit Mix: All one-bedrooms

Income Restrictions: All units are restricted to households earning less than 50% of Area Median Income, and are affordable to all incomes less than 50% of Area Median Income.

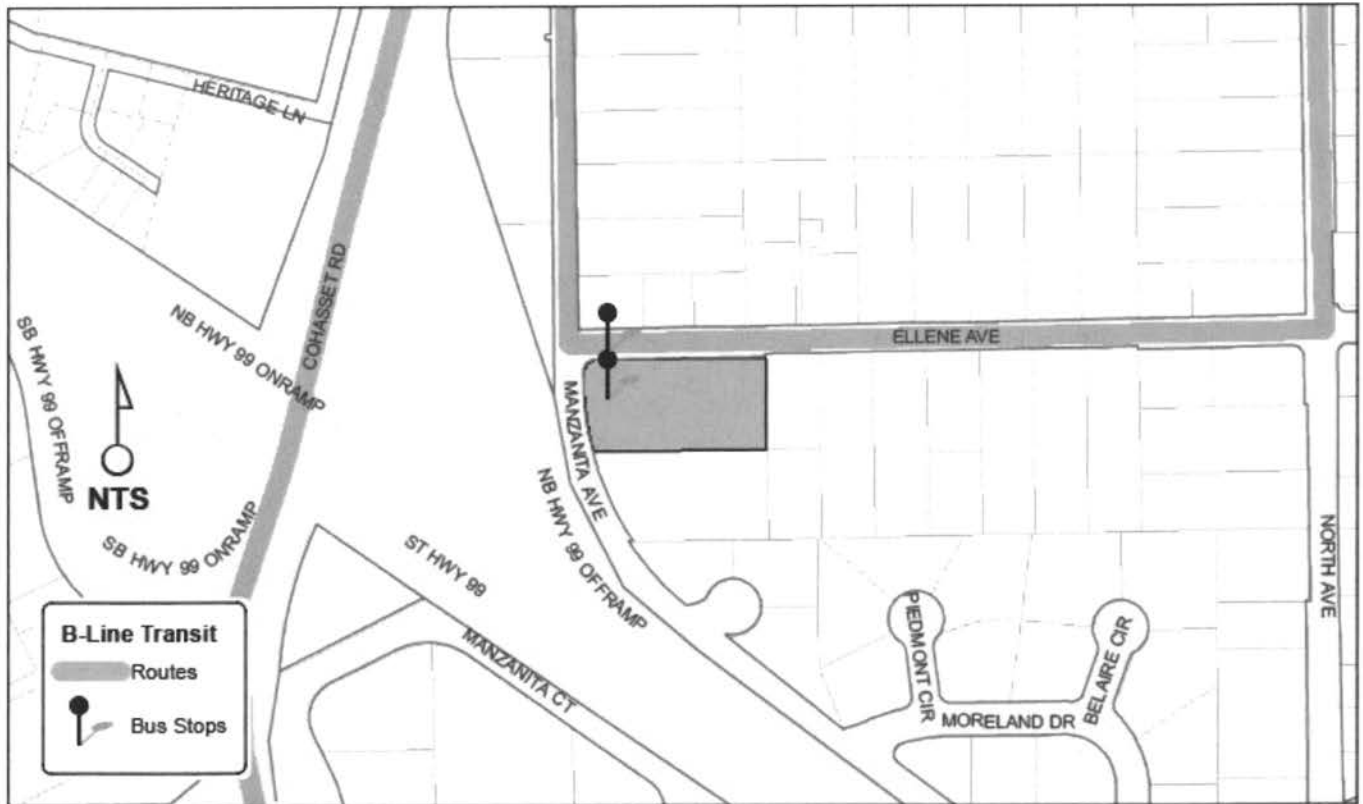
Resident Services: Food stamp program, Peg Taylor Center, pot luck dinners, independent living services, community garden project, senior health improvement, blood pressure clinic.

Amenities: Community rooms (one with full kitchen), two laundry rooms, two ADA-compliant units.



VILLA RITA

- Contact:** (530) 965-5964 (phone)
 villarita@solari-ent.com
 Villa Rita <https://solari-ent.com/places/chico/senior-55/villa-rita-apartments/>
- Description:** Villa Rita has 58 apartments for seniors age 55 years and older.
- Location:** 650 Manzanita Avenue
- Unit Mix:** 14 studios, 32 one-bedrooms and 12 two-bedrooms
- Income Restrictions:** 54 units are restricted to households earning less than 30% of Area Median Income, and 4 units are unrestricted.
- Supportive Services:** None.
- Amenities:** Elevator and three community rooms, pet friendly.



WALKER COMMONS

Contact: (530) 487-8612 or (530) 745-6237(phone)
walkercommons@awimc.com or jmcdonell@awimc.com
Walker Commons <http://awi.com/communities/walker-commons-apartments.aspx>

Description: Walker Commons has 56 apartments for seniors age 62 years or older, or persons with a disability.

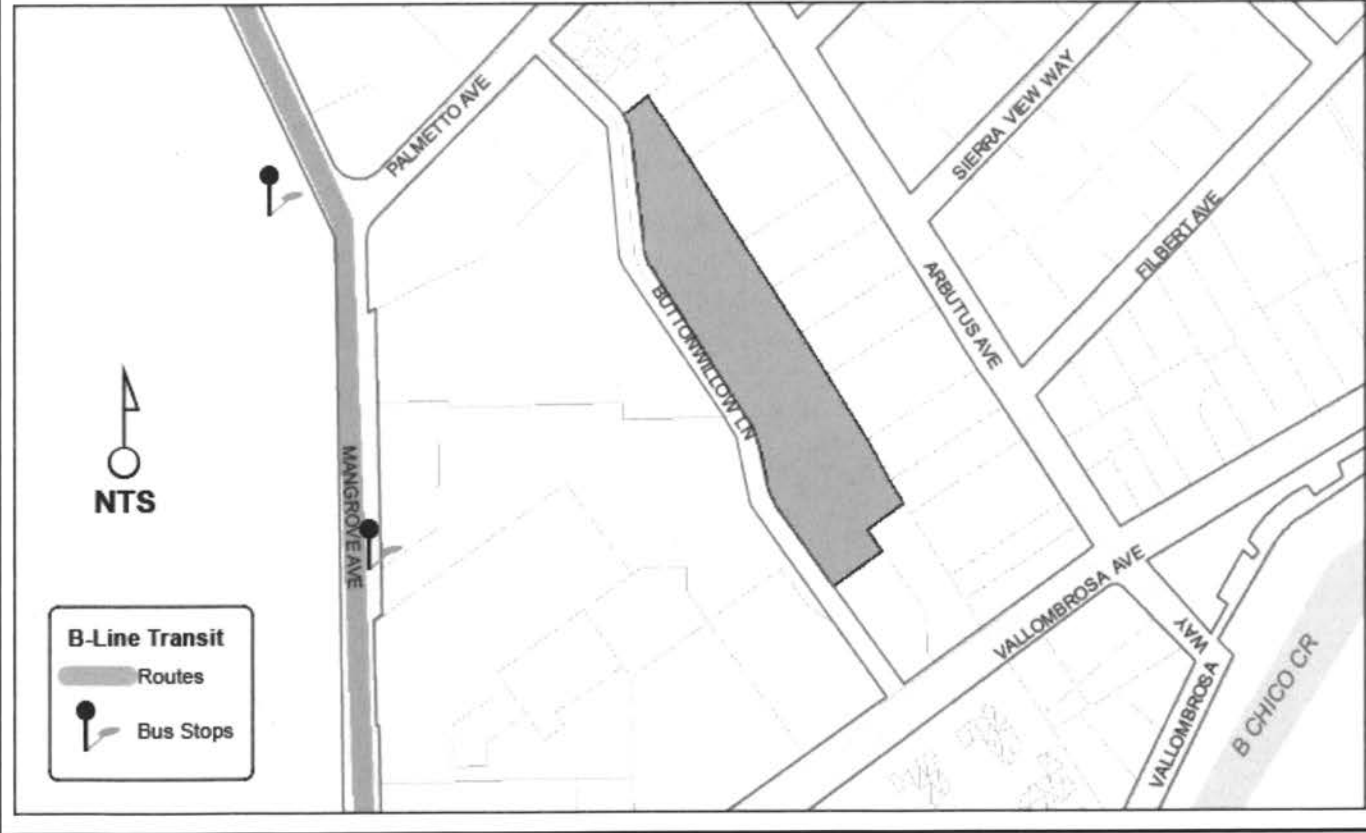
Location: 678 Buttonwillow Lane

Unit Mix: All one-bedrooms

Income Restrictions: 11 units are restricted to households earning less than 35% of Area Median Income, 23 units at 50% of AMI and 22 units at 60% of AMI.

Resident Services: CSUC nursing visits for the tenants.

Amenities: Clubhouse and laundry room, 100% adaptable to the physically disabled, monthly luncheons, community garden.

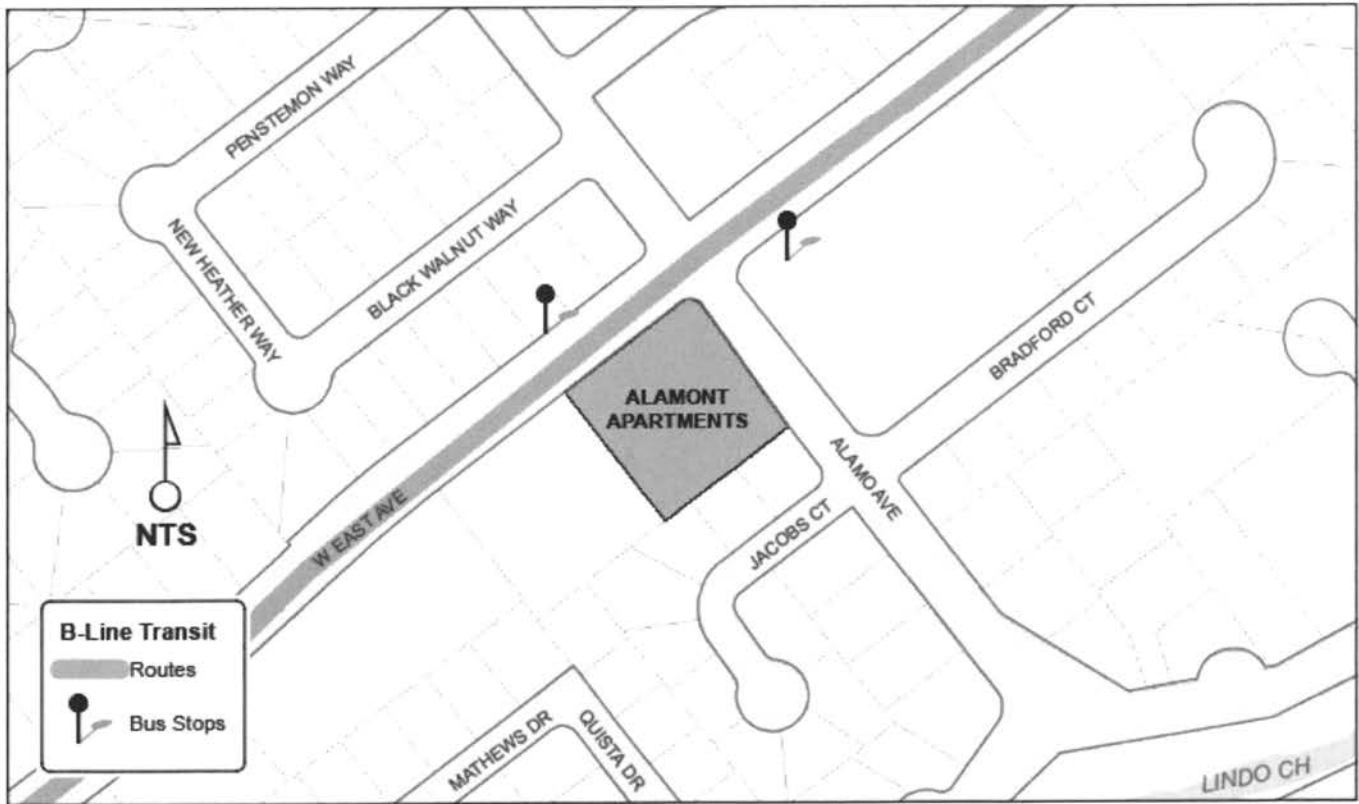


HOUSING AUTHORITY OF THE COUNTY OF BUTTE

Contact:	(530) 895-4474, ext. 243 or 225 (phone) MelissaH@Butte-Housing.com or SeciliaC@Butte-Housing.com Housing Authority of the County of Butte http://butte-housing.com
Description:	145 scattered site units with rents set at 30% of tenant income.
Location:	1-49 Rhodes Terrace; 961-977 Ivy Street; 694-696 East 12th Street; 1233-1239 Ivy St; 1201-1248 Hazel St; 1152-1198 Humboldt Ave; 1-22 La Leita Court; 1-30 Natoma Court
Unit Mix:	18 one-bedrooms, 65 two-bedrooms, 54 three-bedrooms and 8 four-bedrooms
Income Restrictions:	Less than 80% of Area Median Income.
Resident Services:	Various community activities.
Amenities:	Laundry rooms and/or wash/dryer hook-ups, community rooms, backyards.

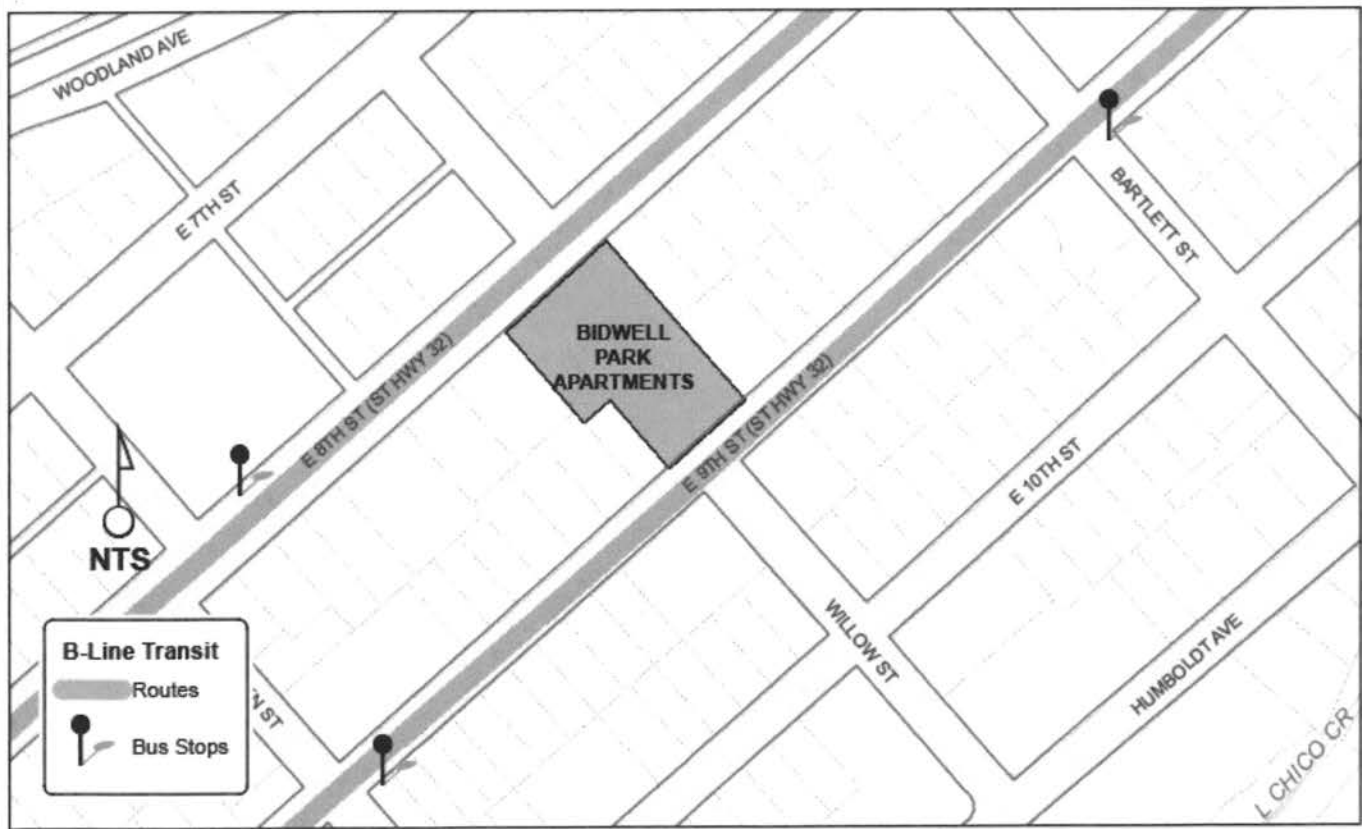
ALAMONT APARTMENTS

- Contact:** (530) 342-9387 or (530) 893-8228 (phone)
alamontapts@gmail.com
- Description:** Alamont Apartments offers 30 apartments for individuals and families.
- Location:** 811 W. East Avenue
- Unit Mix:** 10 one-bedrooms and 20 two-bedrooms
- Income Restrictions:** 3 units restricted to households earning less than 50% of Area Median Income (AMI); 27 units restricted to households earning less than 80% of AMI.
- Resident Services:** None.
- Amenities:** Laundry facilities, swimming pool, neighborhood watch, good neighbor program.



BIDWELL PARK APARTMENTS

- Contact:** (530) 345-0200 (phone)
 bidwellpark@cresapts.com
 Cambridge Real Estate Services <http://www.cresapts.com/bidwellpark/>
- Description:** Bidwell Park Apartments offers 38 units of affordable housing.
- Location:** 1197 E. 8th Street
- Unit Mix:** 15 one-bedrooms; 11 two-bedrooms; 12 three-bedrooms including 2 fully accessible units
- Income Restrictions:** 4 units restricted to households earning less than 30% of Area Median Income (AMI); 10 units restricted to households earning less than 45% of AMI; 15 units restricted to households earning less than 50% of AMI; 8 units restricted to households earning less than 60% of AMI.
- Resident Services:** Classes on a variety of topics are held on a regular basis for children and adults including household financial literacy, crime prevention and conflict management.
- Amenities:** Covered patio or balcony at each unit, recreation building with kitchen, computers, central laundry, community/TV room and an outdoor play structure for children.



CEDAR VILLAGE

Contact: (530) 342-1839 (phone)
cedarvillage.cd@fpimgt.com
FPI Management <http://www.fpimgt.com>

Description: Cedar Village has a total of 116 affordable housing apartments.

Location: 820 W. 4th Avenue

Unit Mix: 28 one-bedrooms; 56 two-bedrooms and 32 three-bedrooms

Income Restrictions: All units restricted to households earning less than 50% of Area Median Income (AMI), with rents affordable to households earning between 30% and 50% of AMI.

Resident Services: Referrals.

Amenities: 24-hour on call services, on-site laundry, playground, 6 ADA-compliant units, referral to community services.



CHICO COMMONS

Contact: (530) 345-9019 or (530) 745-6237 (phone)
 chicocommons@awimc.com or jmcdonell@awimc.com
<http://www.awimc.com/communities/chico-commons-apartments.aspx>

Description: Chico Commons has 72 affordable housing apartments.

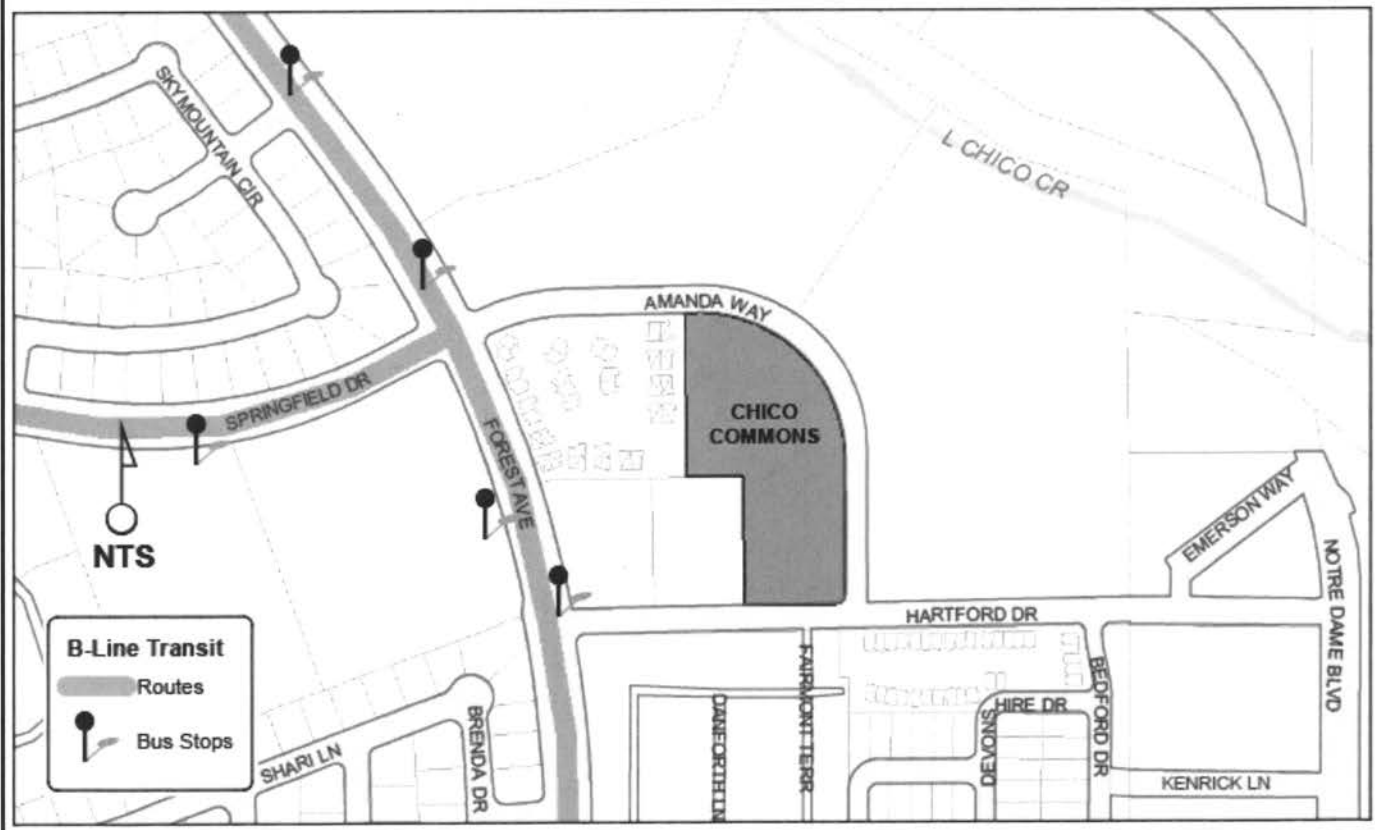
Location: 2071 Amanda Way

Unit Mix: 16 one-bedrooms; 28 two-bedrooms and 28 three-bedrooms

Income Restrictions: 15 units are restricted to households earning less than 50% of Area Median Income (AMI), and 57 units are restricted to households earning less than 60% of AMI. All rents are affordable to incomes between 50% and 60% of Area Median Income.

Resident Services: None.

Amenities: Laundry facilities, lower level for disabled adaptable, individual lockable storage closets, playground, neighborhood watch, close to schools, shopping, public transportation.



CHICO COURTYARDS

Contact: (530) 899-9300 (phone)
 chicocourtyards@cresapts.com
 Cambridge Real Estate Services <http://www.cresapts.com/chicocourtyards>

Description: Chico Courtyards has 75 affordable housing apartments.

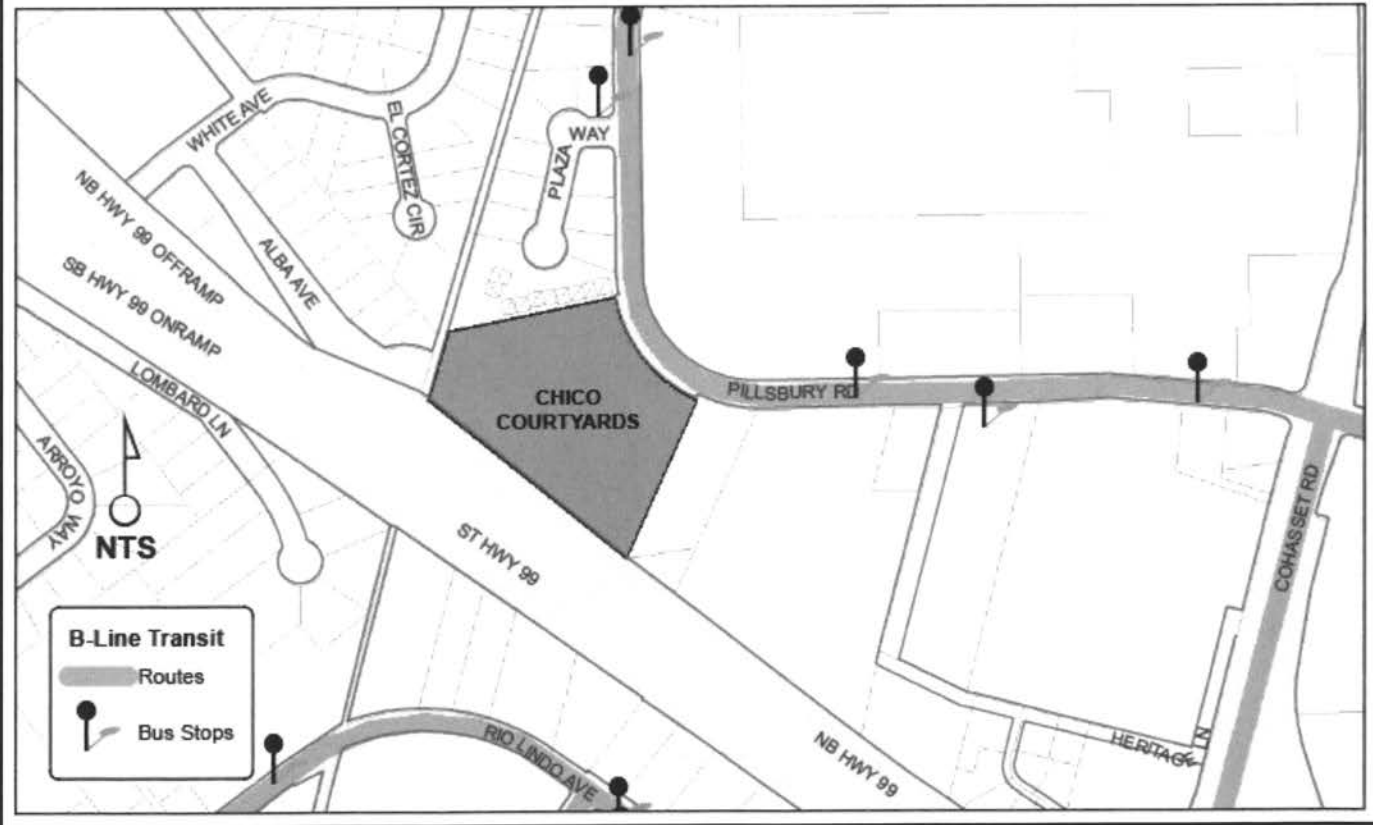
Location: 2333 Pillsbury Road

Unit Mix: 28 two-bedrooms and 47 three-bedrooms

Income Restrictions: All units are restricted to households earning less than 60% of Area Median Income (AMI) with rents affordable to incomes between 30% and 60% AMI.

Resident Services: After-school programs, resume workshop and job search, arts and crafts, and various other classes offered by Central Valley Coalition for Affordable Housing.

Amenities: Community room, laundry room, weight room, computer lab and pool, washer/dryer hookups, playground, BBQ area, accessible units, 5 ADA-compliant units.



CHICO GARDENS

Contact: (530) 345-8360 (phone)
 chicogardens@ismrem.com
 ISM Management <http://www.ismrem.com>

Description: Chico Gardens has 92 apartments.

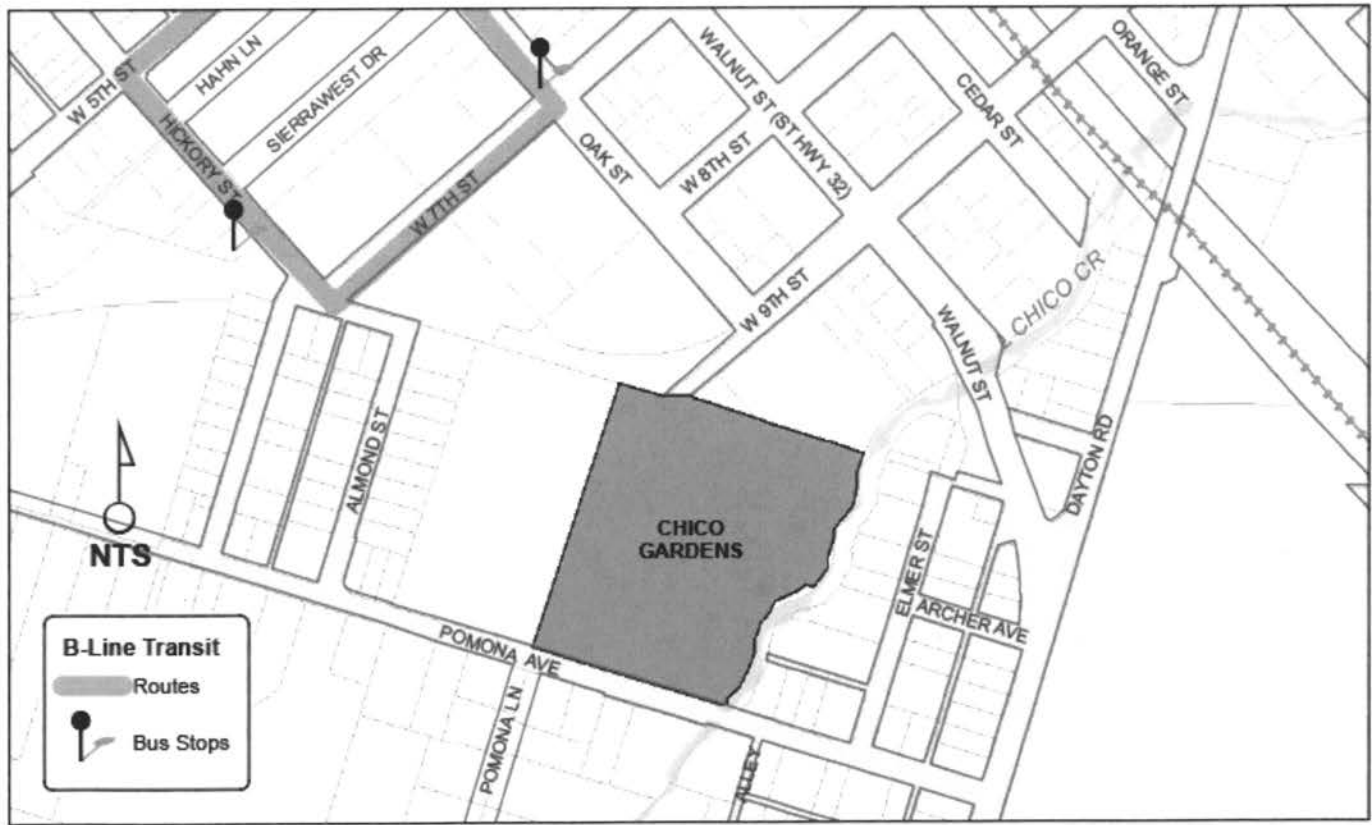
Location: 851 Pomona Avenue

Unit Mix: 28 one-bedrooms, 62 two-bedrooms and 2 three-bedrooms

Income Restrictions: All units are restricted to households earning less than 60% of Area Median Income (AMI) with rents affordable to incomes between 35% and 60% AMI.

Resident Services: None.

Amenities: Playground and laundry rooms.



CINNAMON VILLAGE

Contact: (530) 891-6251 (phone)
cinnamon.village@fpimgt.com

Description: Cinnamon Village has 79 affordable housing apartments.

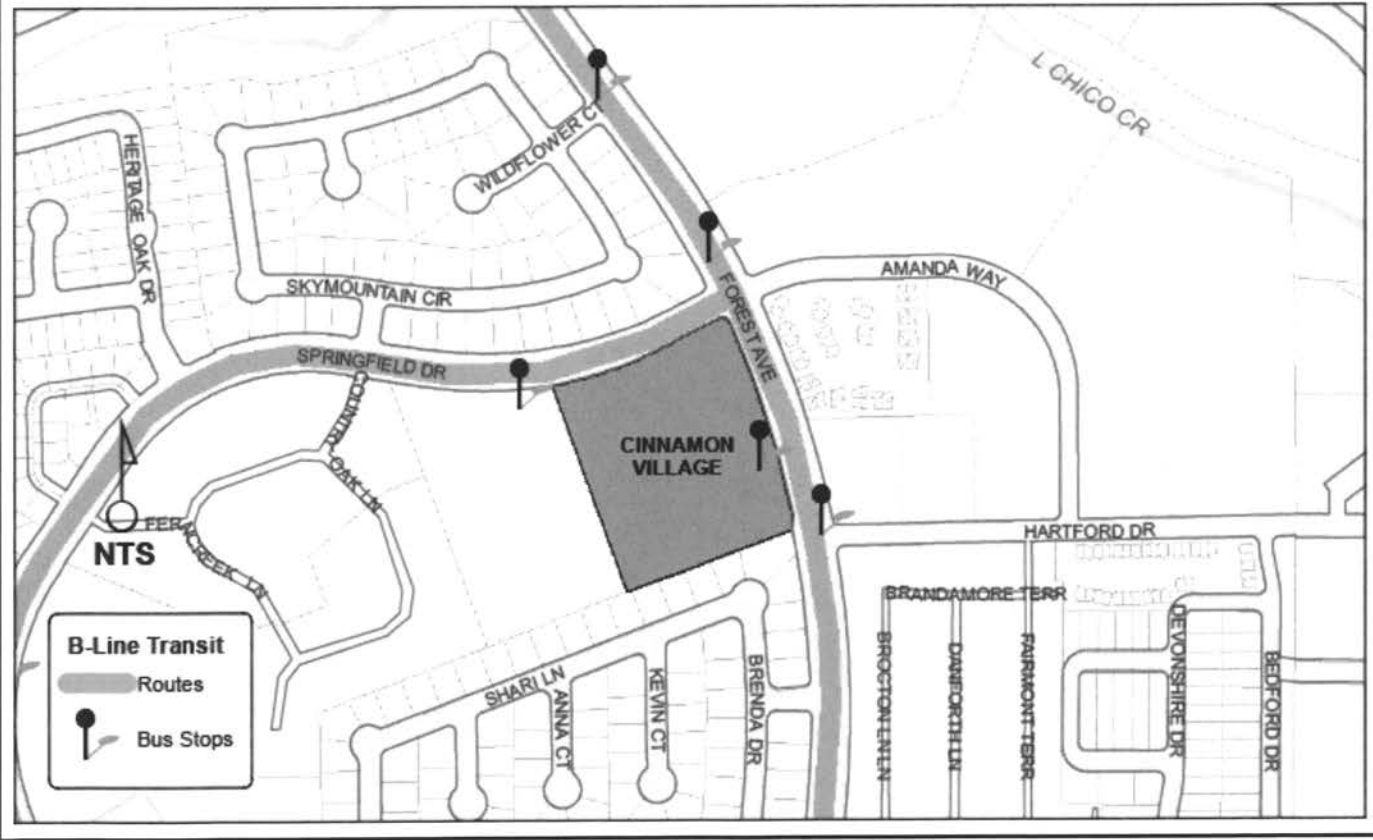
Location: 1650 Forest Avenue

Unit Mix: 20 one-bedrooms, 48 two-bedrooms and 11 three-bedrooms

Income Restrictions: All units are restricted to households earning less than 30% of Area Median Income.

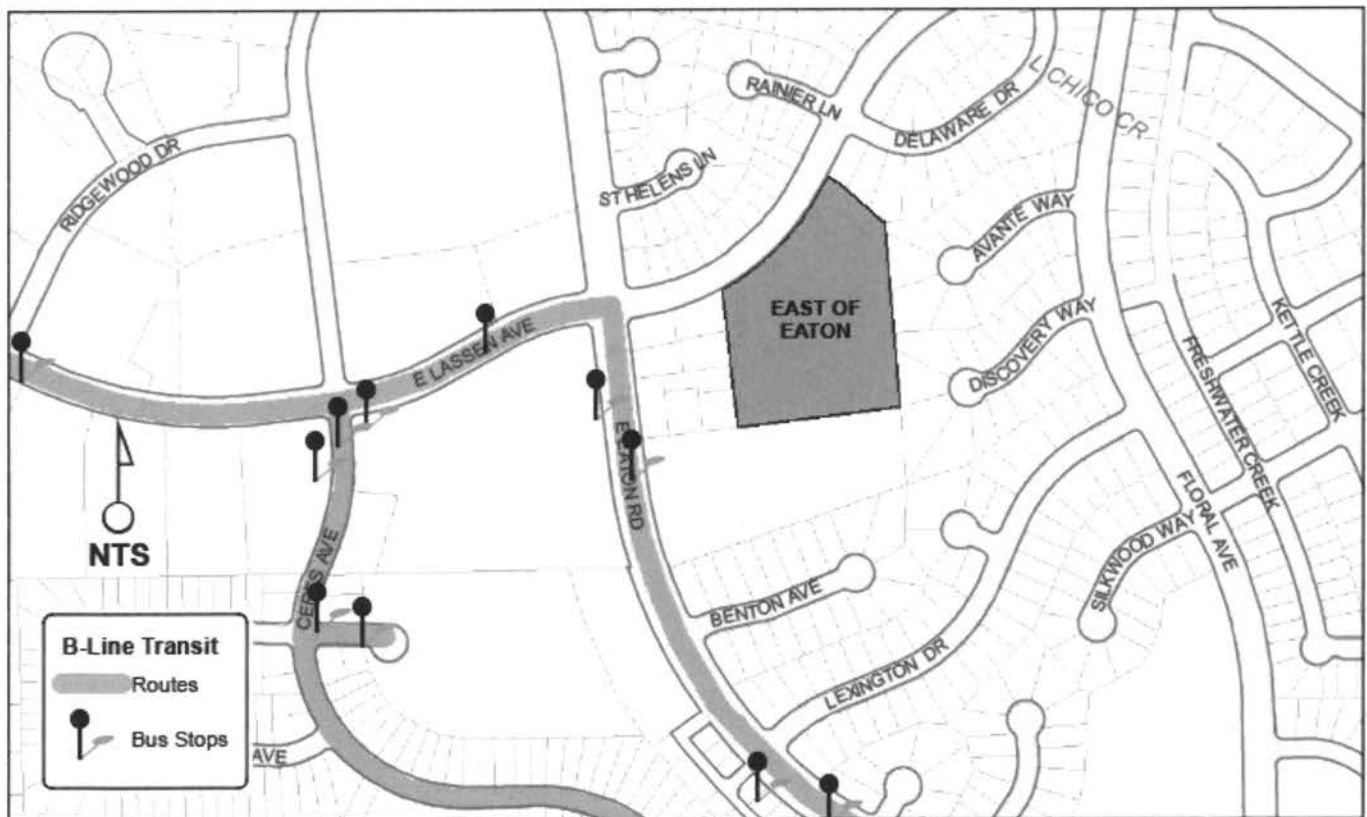
Resident Services: None.

Amenities: Laundry room, recreation room, playground, BBQ area.



EAST OF EATON

- Contact:** (530) 899-1031 (phone)
 eoe@chiphousing.org
 Community Housing Improvement Program (CHIP) <http://www.chiphousing.org/>
- Description:** East of Eaton has 76 apartments.
- Location:** 1577 E. Lassen Avenue
- Unit Mix:** 1 one-bedroom, 13 two-bedrooms , 36 three-bedrooms and 26 four-bedrooms
- Income Restrictions:** All units are restricted to households earning less than 60% of Area Median Income (AMI) with rents affordable to incomes between 50% and 60% AMI.
- Resident Services:** Resident services for children and adults throughout the year with other businesses to provide: after school programs and mental health awareness.
- Amenities:** Laundry room, washer/dryer hook-ups in units, community room, basketball court area, playground, computer lab.



HARVEST PARK APARTMENTS

Contact: (530) 809-1714 (phone)
 harvestpark@winnco.com
<http://www.liveharvestpark.com>

Description: Harvest Park Apartments has 90 energy efficient apartments.

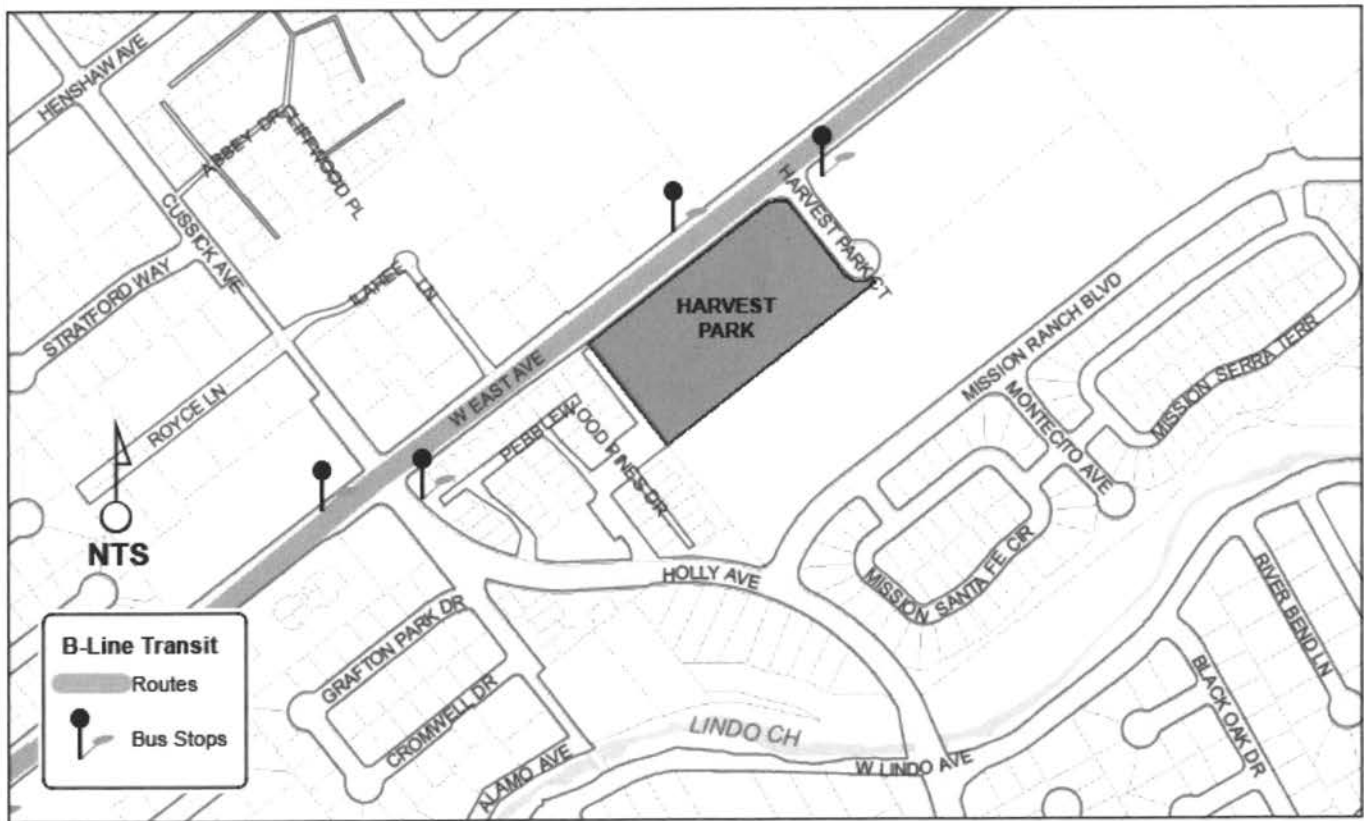
Location: 75 Harvest Park Court

Unit Mix: 6 one-bedrooms, 37 two-bedrooms, 26 three-bedrooms and 12 four-bedrooms
 6 one-bedroom and 3 two-bedroom units are dedicated to special needs residents

Income Restrictions: 9 units are restricted to households earning less than 30% of Area Median Income (AMI),
 15 units are restricted to households earning less than 50% of AMI, and 65 units are restricted to households earning less than 60% AMI.

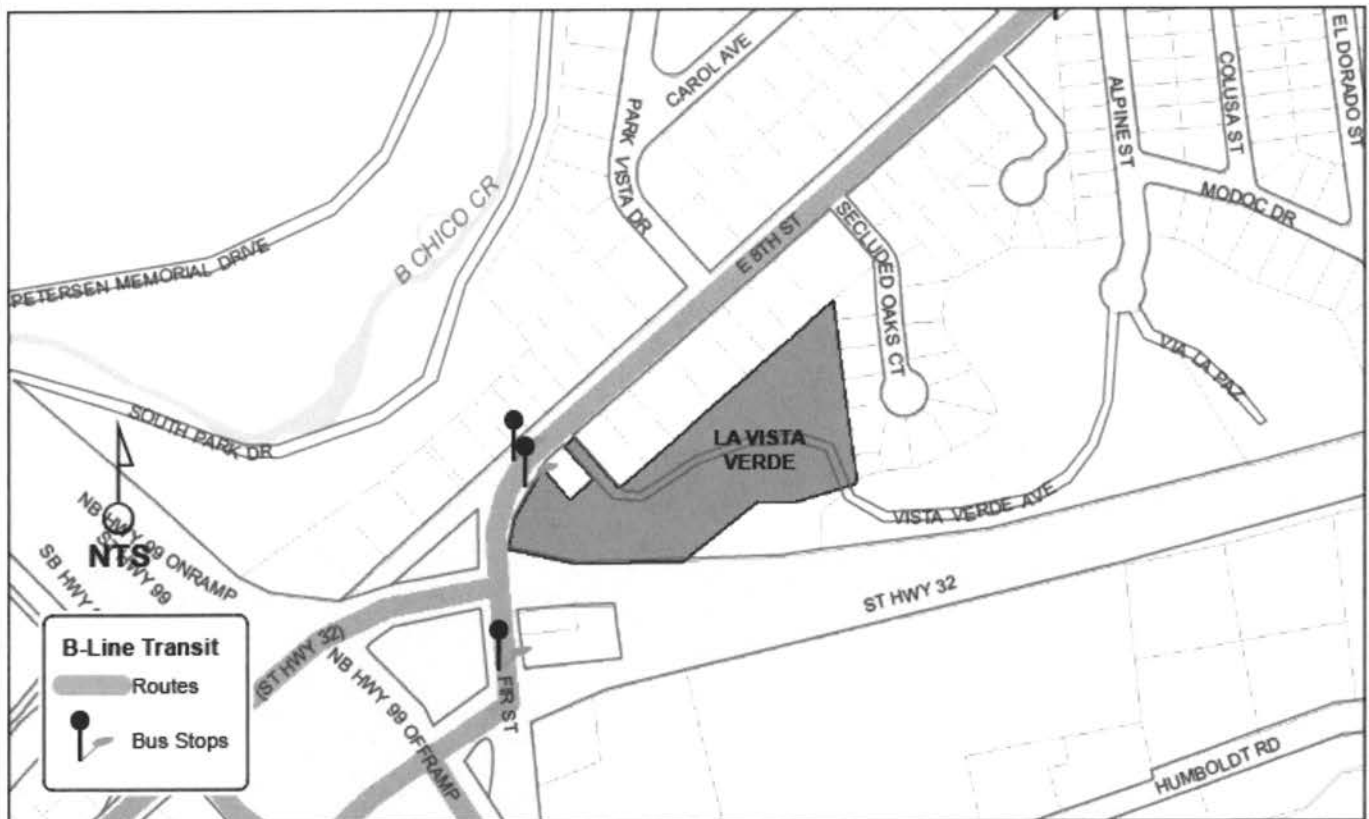
Resident Services: Various age appropriate activities; informational classes.

Amenities: Front porch/patio, full sized in-unit washer/dryers, bike parking, tot lot, BBQ and picnic areas, pool, clubhouse with exercise room, computer lab, kitchen and community room.



LA VISTA VERDE

- Contact:** (530) 894-5603 (phone)
lvv@chiphousing.org
Community Housing Improvement Program (CHIP) <http://www.chiphousing.org>
- Description:** La Vista Verde has 33 apartments for farm workers.
- Location:** 1666 Vista Verde Avenue
- Unit Mix:** 14 two-bedrooms , 14 three-bedrooms and 5 four-bedrooms
- Income Restrictions:** Head of Household must have eligible immigration status and at least \$5,752.50 from Farm Labor annually, and no more than 50% of Area Median Income (AMI).
- Resident Services:** Community empowerment group with Northern Valley Catholic Social Service.
- Amenities:** Community room, basketball court, resident services, community garden and off-street parking.



LINCOLN APARTMENTS

- Contact:** (530) 343-6428 (phone) or (530) 893-8228
rsc@rsc-associates.com
- Description:** Lincoln Apartments has 18 apartments.
- Location:** 474 E. 12th Street (at Cypress)
- Unit Mix:** 6 one-bedrooms and 12 two-bedrooms
- Income Restrictions:** 2 units are restricted to households earning less than 50% of Area Median Income (AMI), 2 units are restricted to households earning less than 80% of AMI, and the rest of the units are unrestricted.
- Resident Services:** None.
- Amenities:** Laundry room.



LOCUST APARTMENTS

Contact: (530) 893-8228 (phone)
rsc@rsc-associates.com

Description: Locust Apartments has 10 apartments.

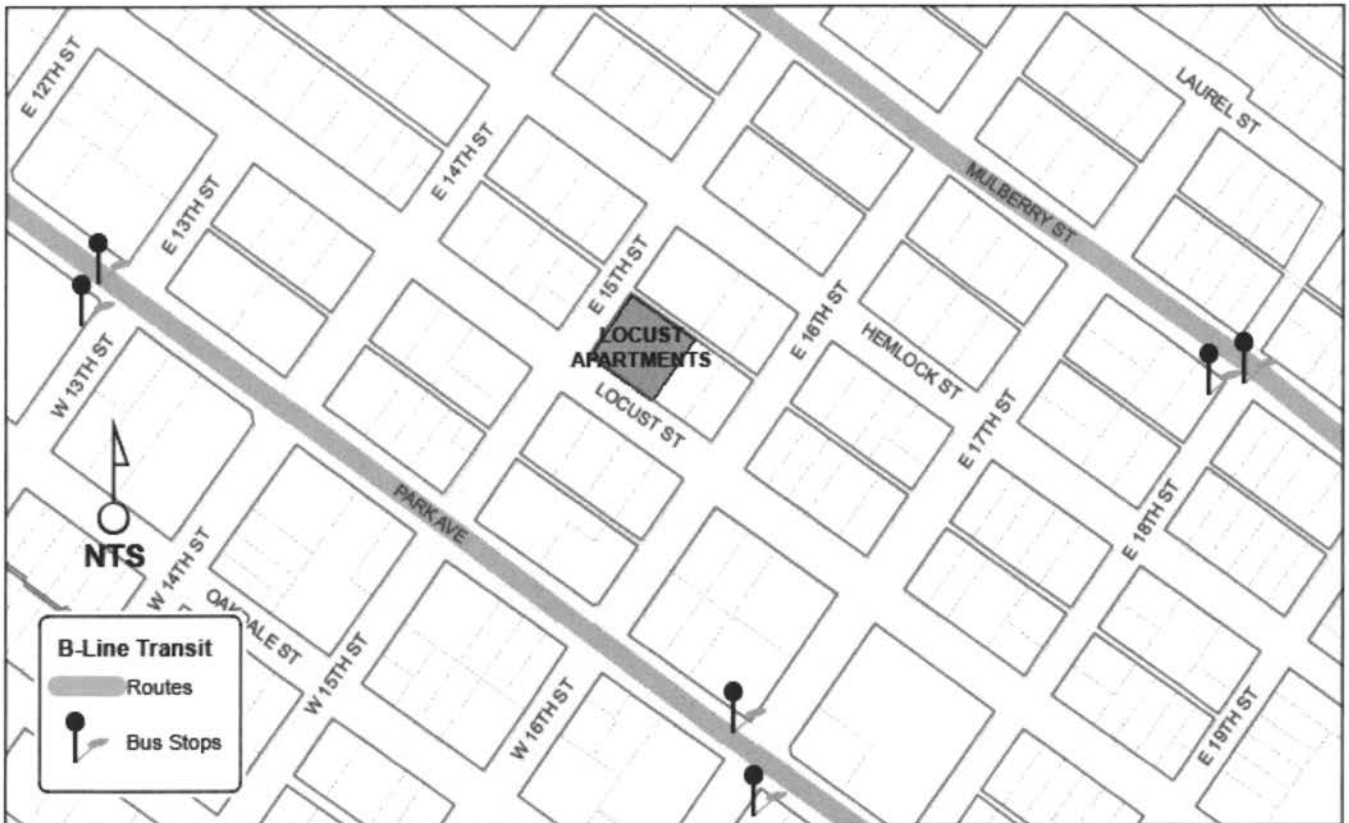
Location: 1519 Locust Street

Unit Mix: 4 one-bedrooms and 6 two-bedrooms

Income Restrictions: 2 units are restricted to households earning less than 50% of Area Median Income (AMI) and 8 units are unrestricted.

Resident Services: None.

Amenities: Laundry room, off-street parking



MURPHY COMMONS

Contact: (530) 343-2286 (phone)
 mcommons@chiphousing.org
 Community Housing Improvement Program (CHIP) <http://www.chiphousing.org>

Description: Murphy Commons has 85 apartments.

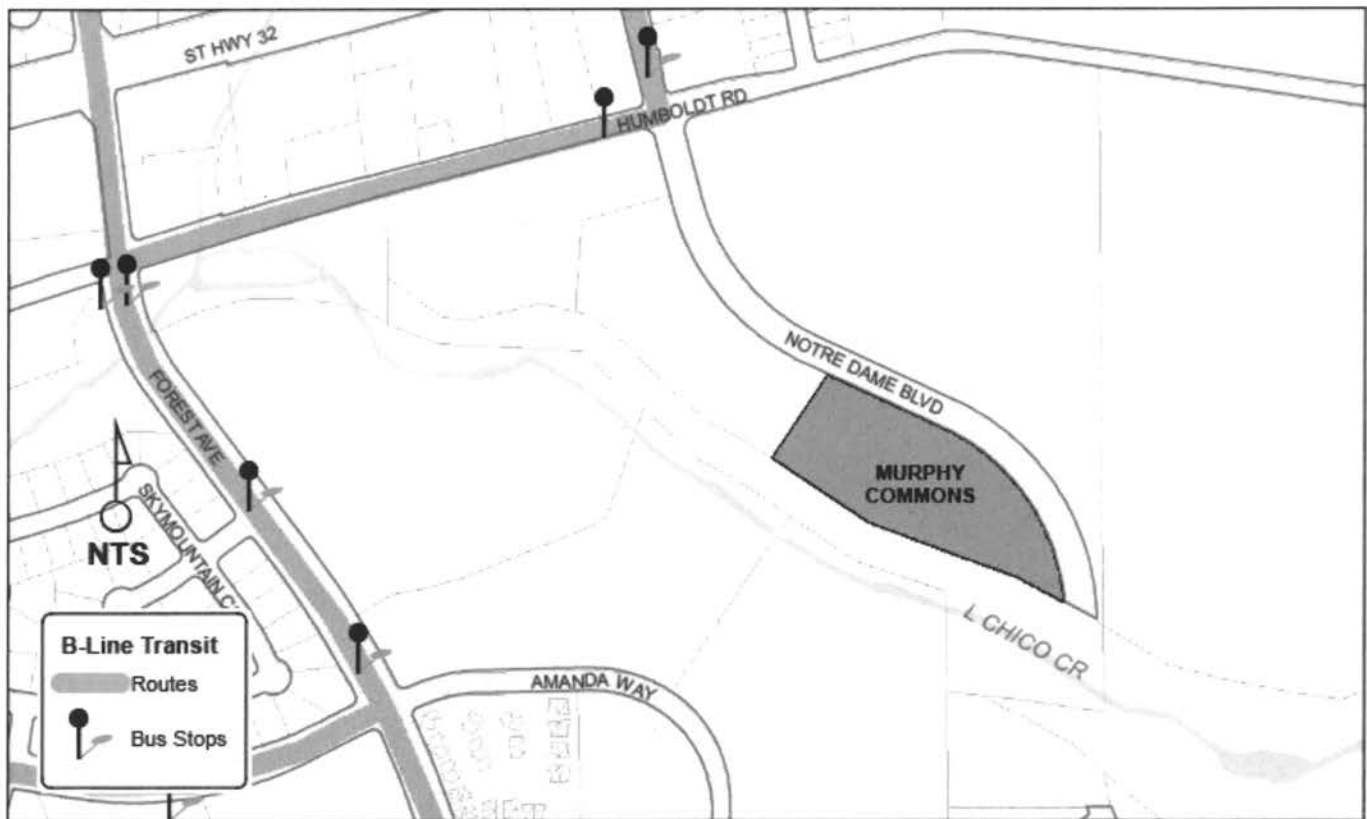
Location: 1290 Notre Dame Boulevard

Unit Mix: 56 two-bedrooms, 25 three-bedrooms and 4 four-bedrooms

Income Restrictions: All units are restricted to households earning less than 60% of Area Median Income (AMI). Affordable rents for households with incomes under 40%, under 50%, and under 60% AMI.

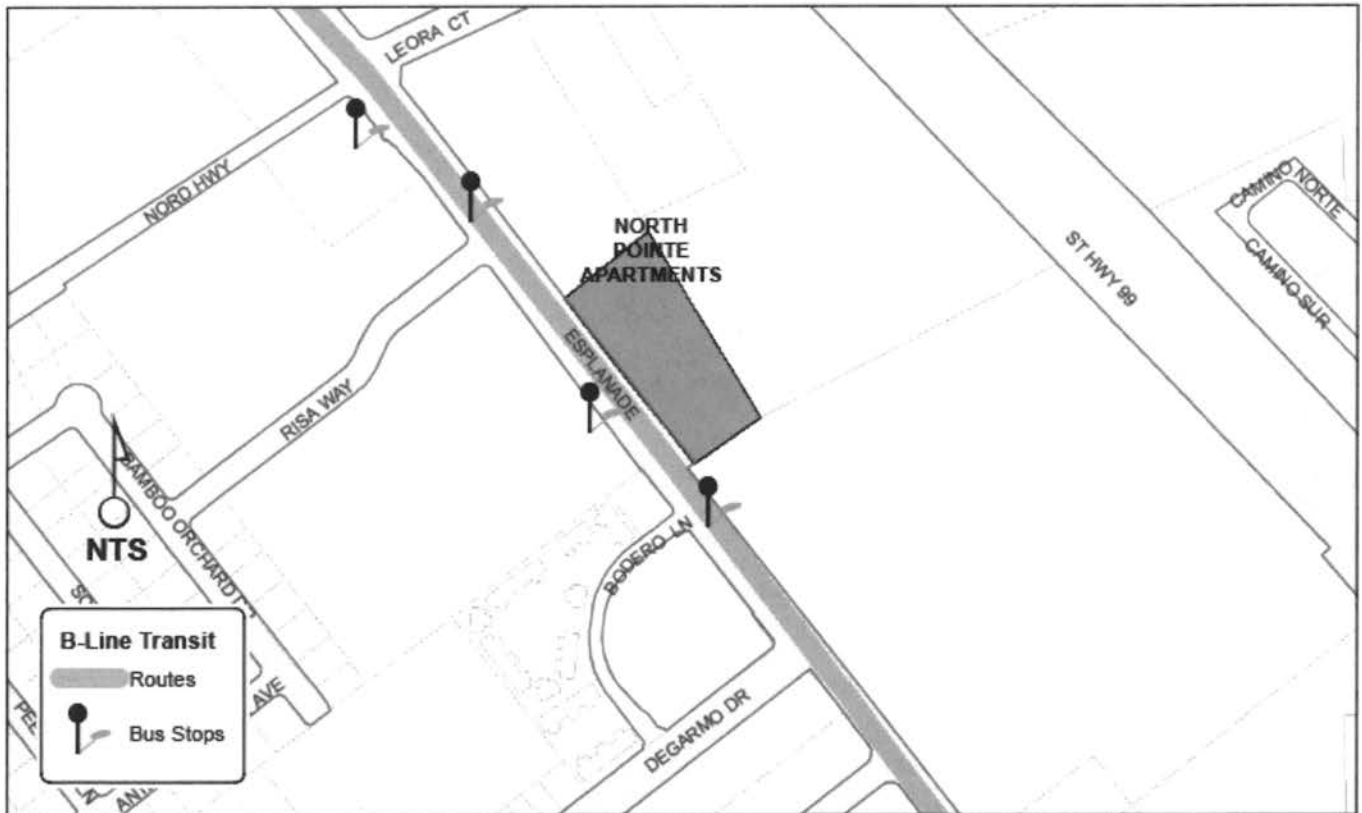
Resident Services: Holiday and social events, after-school programs, summer recreation programs, nutrition workshops, budget workshops, and computer lab.

Amenities: Community room with full kitchen and media center, laundry room, private parking areas, two open playgrounds, 1 enclosed playground.



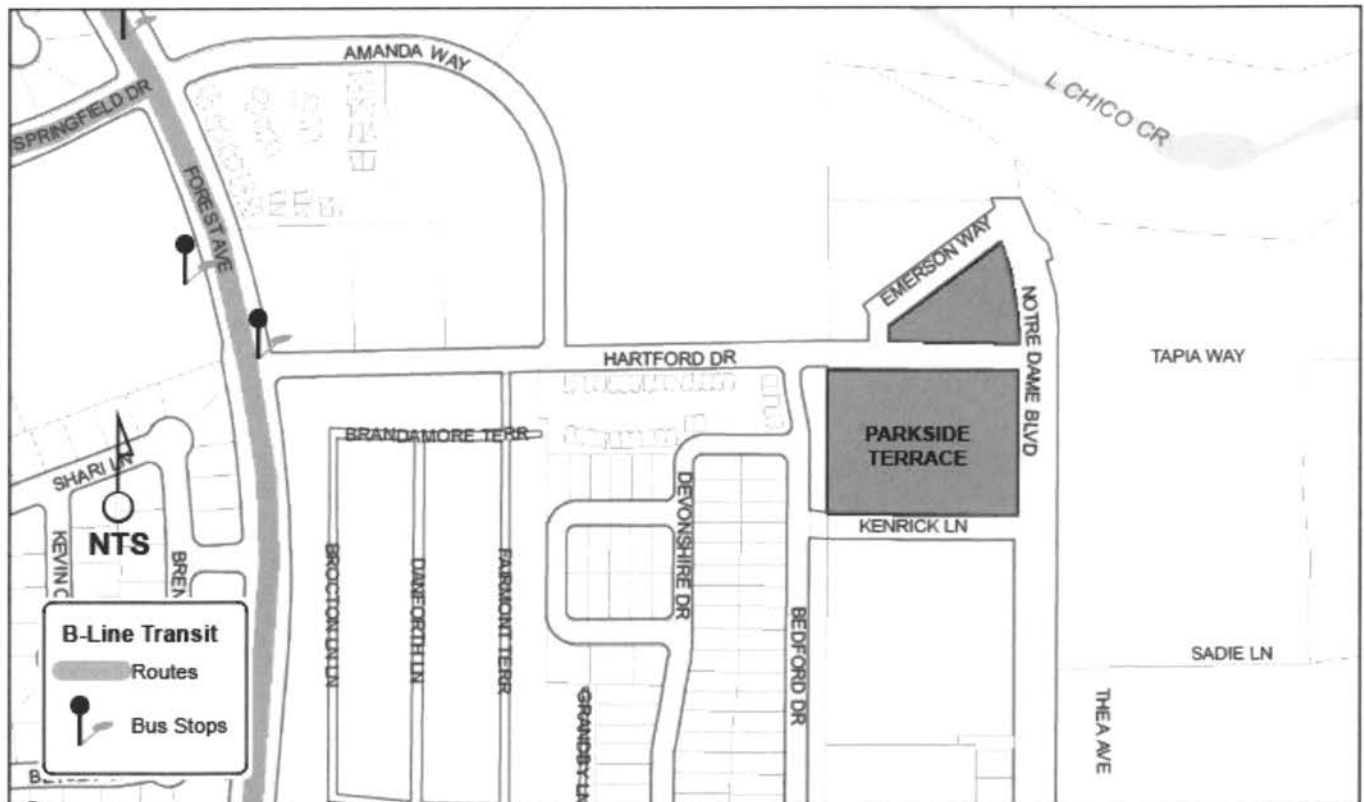
NORTH POINTE APARTMENTS

- Contact:** (530) 343-4300 (phone)
northpoint@chiphousing.org
Community Housing Improvement Program (CHIP) <http://www.chiphousing.org>
- Description:** North Point Apartments has 50 energy efficient units.
- Location:** 3432 Esplanade
- Unit Mix:** 5 one-bedrooms, 19 two-bedrooms, 26 three-bedrooms including 4 ADA-accessible units and 2 units for persons with sensory impairments
- Income Restrictions:** 7 units are restricted to households earning less than 30% of Area Median Income (AMI), 42 units are restricted to households earning less than 60% of AMI.
- Resident Services:** A variety of classes and activities are available for adults and children including: social activities, nutrition education and computer skills.
- Amenities:** Community room with kitchen, computer lab and laundry facilities, in-unit washer/dryer hook-ups, bike parking, children’s play structure, adjacent to DeGarmo Park and an elementary school.



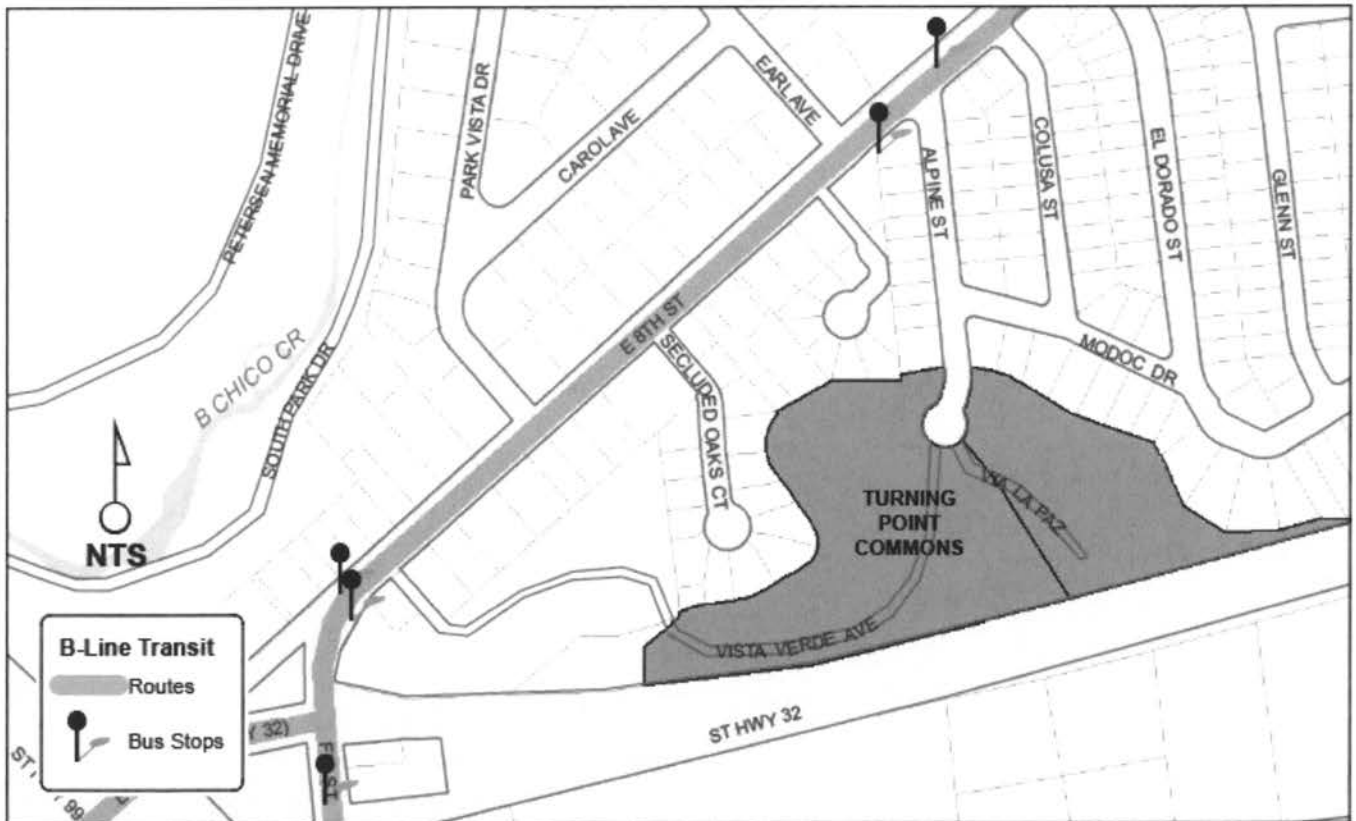
PARKSIDE TERRACE

- Contact:** (530) 894-5778 (phone)
 ashernandez@winco.com
<http://www.liveparksideterrace.com>
- Description:** Parkside Terrace has 90 energy efficient units.
- Location:** 2161 & 2162 Hartford Drive
- Unit Mix:** 6 one-bedrooms, 48 two-bedrooms, 28 three-bedrooms and 8 four-bedrooms
- Income Restrictions:** 9 units are restricted to households earning less than 30% of Area Median Income (AMI), 40 units are restricted to households earning less than 50% of AMI and 40 units are restricted to households earning less than 60% of AMI.
- Supportive Services:** Supportive services for persons with disabilities provided by Independent Living Services of Northern California; after-school programs; family activities.
- Amenities:** Front and back porches; in-unit washers and dryers; bike parking; tot lot; adjacent to a City park; pool; clubhouse with exercise room, computer lab, kitchen and community room.



TURNING POINT COMMONS

- Contact:** (530) 894-0390 (phone)
Community Housing Improvement Program (CHIP) <http://www.chiphousing.org>
- Description:** Turning Point Commons is a Limited Equity Co-Op with 66 units.
- Location:** 25 Via La Paz
- Unit Mix:** 16 one-bedrooms, 26 two-bedrooms, 18 three-bedrooms and 6 four-bedrooms
- Income Restrictions:** 46 units are restricted to households earning less than 50% of Area Median Income (AMI); 7 units are restricted to households earning less than 80% AMI and 13 units are unrestricted.
- Resident Services:** None.
- Amenities:** Most units have private yards.



VILLA SIERRA

Contact: (530) 895-3403 (phone)

Description: Villa Sierra has 164 apartments.

Location: 729 Nord Avenue

Unit Mix: 64 one-bedrooms and 100 two-bedrooms

Income Restrictions: 125 units are restricted to households earning less than 50% of Area Median Income (AMI). Tenants pay 30% of their income toward rent; 39 units are restricted to households earning less than 60% of AMI and pay a flat rate.

Resident Services: Homework study for children, food bank.

Amenities: Recreation room with computer lab, laundry rooms and playgrounds.





City of Chico
Community Development Department
Housing Division
411 Main Street
P.O. Box 3420
Chico, CA 95927
(530) 879-6300 (phone)
(530) 895-4726 (fax)
www.chicoca.gov
cityhousing@chicoca.gov

(Shelter Plan)
Attachment F

Affordable Housing Summary--Developments
 Chico Redevelopment Agency/City of Chico - Loans and Grants for Construction

Name	Funding RDA/AHF	Funding HOME/CDBG	Funding CDBG-DR	General Fund/ARPA	Street Address	Total Units	Perm Supportive Units	Beds	Year Completed	Target/Type
TURNING POINT COMMONS	\$ 212,098.00				25 Via La Paz	66			1983	Permanent Rental-Family
LA VISTA VERDE	\$ 83,272.00				1658 Vista Verde Ave.	33			1985	Permanent Rental-Farmworkers
RHODES TERRACE	\$ 75,142.00				1 Rhodes Terrace	36			1989	Permanent Rental-Family
EAST OF EATON	\$ 536,254.00				Lassen/Eaton 1577 E. Lassen Ave.	76			1993	Permanent Rental-Family
GLENSHIRE-SELF HELP	\$ 56,867.00				63, 64, 67, 68, 70, 72 Glenshire Dr. (Ln.)	12			1991	Self-help Homeownership
FLORAL GARDENS-SELF HELP	\$ 272,647.00				Cortina & Artesia	24			1992	Self-help Homeownership
CHICO COMMONS	\$ 625,000.00				2071 Amanda Way	72			1993	Permanent Rental-Family
BAYWOOD-SELF HELP	\$ 983,000.00				Jackie Dr. and Lobo Way	34			1994	Self-help Homeownership
WALKER COMMONS	\$ 700,000.00	\$ 500,000.00			678 Buttonwillow Lane	56			1996	Permanent Rental-Senior
CAMPBELL COMMONS	\$ 681,000.00	\$ 500,000.00			600 Flume Avenue	56			1995	Permanent Rental-Single Room Occupancy
PARKWAY VILLAGE	\$ 864,000.00				Parkway Village Drive	97			1996	Single Family Homeownership
RAWLINS-SELF HELP	\$ 640,000.00				Keith Hopkins Place	32			1996	Self-help Homeownership
SUNRISE COURT	\$ 351,000.00				651 E. 20th St.	20			1999	Homeownership-Native American
LONGFELLOW APTS	\$ 250,000.00				1350 Manzanita Avenue	22			2001	Permanent Rental-Disabled (Acq/Rehab)
LITTLE CHICO GARDENS	\$ 510,000.00				851 Pomona Ave.	92			2001	Permanent Rental-Family (Acq/Rehab)
ALAMONT APTS	\$ 105,745.00				811 West East Avenue	10			2002	Permanent Rental-Family (Acq/Rehab)
12000 PARK AVENUE	\$ 3,675,000.00				12000 Park Avenue	107			2006	Permanent Rental-Seniors
MURPHY COMMONS	\$ 4,111,203.00				1290 Notre Dame Boulevard	86			2007	Permanent Rental-Family
JARVIS GARDENS	\$ 3,105,000.00				2001 Notre Dame Boulevard	50			2007	Permanent Rental-Senior
CHICO COURTYARDS	\$ 3,900,000.00				2333 Pillsbury Road	75			2008	Permanent Rental-Family
HABITAT GREENS	\$ 570,000.00	\$ 132,000.00			951-953 E. 16th St. & 892-893 E. 19th St.	8			2010	Self-help Homeownership
PARKSIDE TERRACE	\$ 10,106,000.00				2161 and 2162 Hartford Drive	89			2011	Permanent Rental-Family
BIDWELL PARK APTS	\$ 3,500,000.00				1197 E. 8th Street	38			2012	Permanent Rental-Family
NORTH POINT APTS	\$ 4,800,000.00	\$ 450,000.00			3432 Esplanade	49			2013	Permanent Rental-Family
HARVEST PARK	\$ 8,800,000.00				75 Harvest Park Ct.	89			2013	Permanent Rental-Family
HABITAT 19TH ST	\$ 480,000.00	\$ 300,000.00			871-899 E. 19th Street	5			2014	Self-help Homeownership
HABITAT 11TH ST	\$ 78,100.00	\$ 155,000.00			168 & 178 E. 11th Street	2			2016	Self-help Homeownership
HABITAT 20TH ST	\$ 270,000.00	\$ 360,000.00			856-874 E. 20th Street	6			2019	Self-help Homeownership
MARTHA'S VINEYARD	\$ -	\$ 1,170,000.00			Ceanothus and Lido Island Ct.	13			2012	Self-help Homeownership
MANZANITA POINT	\$ -	\$ 734,602.00			Kobe Loop	5			2010	Self-help Homeownership
HABITAT MULBERRY	\$ -	\$ 290,000.00			Mulberry Street	6			2020	Self-help Homeownership
NORTH CREEK CROSSINGS I*	\$ 1,000,000.00				2265 Maclovio Avenue	105			2023	Permanent Rental-Family
1297 PARK AVENUE**	\$ 1,300,000.00	\$ 671,523.00			1297 Park Avenue	58			2023	Permanent Rental-Special Needs
NORTH CREEK CROSSINGS II*	\$ -	\$ -	\$ 14,442,686.00		2265 Maclovio Avenue	53			2023	Permanent Rental-Family
BAR TRIANGLE*	\$ -	\$ -	\$ 10,720,918.00		Bar Triangle and Roballey Drives	69			2024	Permanent Rental-Family
CUSSICK*	\$ -	\$ -	\$ -		Cusstick and West East Avenues	75			2024	Permanent Rental-Family
TOTAL	\$ 52,641,328.00	\$ 7,644,125.00	\$ 25,163,604.00	\$ -		1726				

Name	Funding RDA/AHF	Funding HOME/CDBG	Funding CDBG-DR	General Fund/ARPA	Street Address	Total Units	Perm Supportive Units	Beds	Year Completed	Target/Type
TORRES EMERGENCY SHELTER		\$ 1,284,161.00			101 Silver Dollar Way			177	2002	Emergency Shelter
ESPLANADE HOUSE	\$ 1,522,498.00				181 E. Shasta Avenue	59		62	2002	26 units (62 beds) of Transitional for Homeless; and 34 units of Permanent Rental-Family
VECTORS	\$ 933,053.00				171 Rio Lindo Avenue	15		15	2006	Transitional-Disabled Veterans
CATALYST HAVEN	\$ 1,564,235.00	\$ 450,000.00			Confidential	5		28	2009	Shelter for Victims of Domestic Violence
CATALYST COTTAGES	\$ 550,000.00				Confidential	14		14	2010	Transitional for Victims of Domestic Violence
PALLET SHELTER				\$ 3,172,276.00	2352 Martin Luther King, Jr Pkwy	177		354	2022	Emergency Shelter
TOTAL	\$ 4,569,786.00	\$ 1,734,161.00	\$ -	\$ 3,172,276.00		256		650		
TOTAL SHELTER	\$ 9,476,223.00			\$ 3,172,276.00						

Name	Funding RDA/AHF	Funding HOME/CDBG	Funding CDBG-DR	General Fund/ARPA	Street Address	Total Units	Perm Supportive Units	Beds	Year Completed	Target/Type
HARTFORD PLACE	\$ 135,000.00				2058 Hartford Dr. # 9	20	20	20	1996	Permanent Supportive-Developmentally Disabled
CORDILLERA	\$ -	\$ 100,000.00			37-53 Cameo Drive	20	20	20	1998	Permanent Rental-Family: 5 units supportive
AVENIDA APTS	\$ 548,655.00	\$ 250,000.00			2505 Esplanade	14	14	14	2007	Permanent Supportive-Disabled
VILLA SERENA	\$ 900,000.00	\$ 99,000.00			377 Rio Lindo Avenue	9	9	9	2011	Permanent Supportive-Disabled
VALLEY VIEW	\$ -	\$ 310,800.00			103 Silver Dollar Way	14	14	14	2017	Permanent Supportive-Homeless/Mental Health
CREEKSIDE PLACE*	\$ 1,050,003.00	\$ 2,124,800.00			1250 Notre Dame Blvd	100	100	15	2023	Homeless/Mental Health Seniors
OLEANDER*	\$ -	\$ -	\$ 6,031,626.00		2324 Esplanade	37	37	37	2024	Permanent Supportive-Homeless/Mental Health
TOTAL	\$ 2,633,658.00	\$ 2,884,600.00	\$ 6,031,626.00	\$ -		214	214	129		
TOTAL PERMANENT SUPPORTIVE	\$ 11,549,884.00									

GRAND TOTAL	\$ 59,844,772.00	\$ 12,262,886.00	\$ 31,195,230.00	\$ 3,172,276.00	2196	129	650
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Total City Capital Investment \$ 106,475,164.00

NOTES:

* Under construction or pending

Shelter/Transitional-Serves homeless or those at risk of homelessness

Permanent Supportive housing

Unless otherwise indicated, the projects are multifamily rentals.