

## LICENSE AGREEMENT

### Between the City of Reedley and Hope Now Ministries for Operation of the FAITH House at 1697 W. Olsen Ave

*April* This License Agreement ("Agreement") is entered into and effective on this 11<sup>th</sup> day of 2016 ("Effective Date") by and between the City of Reedley, a municipal corporation, ("City"), and Hope Now Ministries, a non-profit organization currently operating under the Heritage Church of God 501c3 ("Operator"). This Agreement contains two Chapters. First, the Lease Agreement for use of the facility that details legal requirements and responsibilities regarding use of the site; and second, a Memorandum of Understanding (MOU) detailing the application and vetting process, operational requirements and limitations, performance standards, roles and responsibilities, and additional pertinent information. In addition to this Agreement, the Operator is required to properly maintain a Conditional Use Permit (CUP) with the City. Violations of this Agreement and/or the CUP could result in the cancellation of any permit and/or agreement established, and the consequent removal of the operation from the site.

#### WITNESS

**WHEREAS**, the City owns the real property located at 1697 W Huntsman Ave Reedley, CA 93654, which is improved with a residence, commonly referred to as the Olson House, consisting of approximately 2500 square feet of living space ("Premises"); and

**WHEREAS**, the Premises served as the Marjorie Mason Center from 2003-2016; and

**WHEREAS**, the Premises is not currently being used by the City for a public purpose; and

**WHEREAS**, the City has been approached by the Operator regarding the operation of a non-profit, community-based temporary living facility; and

**WHEREAS**, the Premises contain the necessary amenities to accommodate the proposed use; and

**WHEREAS**, the City desires to place additional amenities and upgrades to improve the Premises and address adjacent community concerns, including privacy, security and safety; and

**WHEREAS**, the City and Operator have a collective desire to ensure that those served within this facility are properly vetted for the safety and wellbeing of tenants, staff and the community in general; and

**WHEREAS**, the City and Operator have a collective desire to provide temporary housing assistance to families who are current Reedley residents and who have been displaced by an emergency, tragedy, job loss, or other such circumstance. At no time will the Premises operate as a half-way house, a drug rehab facility, an offender release facility, or an open homeless shelter. Sex offenders, active parolees or single males are not to be permitted under any circumstance; and

**WHEREAS**, the City has been identified as an approved applicant for the Community-Based Transitional Housing Program funded through the State of California Department of Finance (DOF) for an amount not to exceed \$560,000.00 ("Grant") to pay for rehabilitation and repair/renovation of the Premises, as well as operation of the facility. The Grant requires that the City retain 60% of the funds, and the remaining 40% be provided to the Operator; and

**WHEREAS**, as a condition of the Grant, the Operator must obtain a conditional use permit which specifies the right to operate the facility on the Premises for at least 10-years; and

**WHEREAS**, The City Council has found that leasing the Premises to the Operator, on the terms and for the purpose described in this Agreement, will substantially promote the public interests of the City and the health, safety and welfare of the people of the City, in that (i) the Premises are not needed for any other present or prospective public use during the initial lease term, (ii) this Agreement will cause rehabilitation, repair and renovation of City-owned residential property without expenditure of City funds, and (iii) this Agreement will allow for an important social service facility to become available to Reedley residents within their community.

**WHEREAS**, on April 10, 2018, the City Council of the City of Reedley authorized the City Manager to enter into an Agreement with Operator regarding the operation of a non-profit, community-based temporary living facility at 1697 W Huntsman Ave.

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

### **Chapter 1 – Lease Agreement**

Section 1. The City hereby leases to the Operator, and the Operator hereby leases from the City, the Premises described in Exhibit A, including the Olson House and other structures, fixtures and improvements thereon. Exhibit A is attached to and incorporated in this Agreement.

Section 2. (a) Unless terminated earlier as provided in Section 3(b), Section 14 or Section 15 below, the initial term of the Agreement shall commence on the Effective Date and shall expire on the tenth (10th) anniversary after the Effective Date. The parties may agree to extend the Lease term for an additional amount of time on mutually-agreed terms and conditions (including base and additional rent). At least 18 months before the end of the initial lease term, authorized representatives of the Operator and the City will confer to determine if there is a desire to extend the lease term. If the parties want to consider extending the lease term, they will use good faith efforts to agree on the terms and conditions of the extension preferably at least one year before the end of the initial lease term. However, neither party is obligated to agree to an extension. As used in this Agreement, "lease term" will mean the initial and, if applicable, extended lease term.

(b) Within 30 days after expiration or termination of the lease term for any reason, the Operator shall vacate the Premises and surrender it to the City in the same condition as the Premises will be in on the date the Project described in Section 6 is completed; reasonable wear, tear and damage by an Act of God excepted. Except for the Project improvements described in Section 6, and except as expressly agreed otherwise by the City, prior to vacating the Premises the Operator shall remove any personal property and materials, including without limitation any security systems and features placed on the Premises by the Operator. The Operator shall promptly repair or otherwise remedy, at its own expense, any damage to the Premises caused by such removal.

(c) If the lease term is not extended and the Operator fails to vacate the Premises on expiration or termination of the initial lease term, the Operator's continued occupation of the Premises shall be deemed a month-to-month tenancy governed by all the terms of this Agreement, except that the City, in its sole discretion, may allow the Operator to retain use of the Premises at the then-current monthly rental amounts of comparable residential properties listed for rent in the City, including payment of a refundable security deposit. Amount(s) are due and payable by the Operator, in advance, on the first day of each calendar month during the Operator's

continued occupancy of the Premises. The parties acknowledge that the amount of this increase in base rent represents their mutual estimate of fair rental value of the Premises and that it is not intended to be a penalty or liquidated damages. Nothing in this Section 2(c) shall impair or limit any other rights or remedies of the City under this Agreement or at law for the Operator's failure to vacate the Premises, including without limitation an action for unlawful detainer.

Section 3. (a) Subject to Section 2(c), the Operator shall not be charged any base rent for each year or portion of a year during the initial 10-year lease term during which the Operator is using the Premises as identified in Section 6 of this Agreement.

(b) Without limiting any other rights or remedies of the City, if the Operator abandons the Premises prior to the end of the lease term or devotes the Premises to any use other than those specifically identified within this Agreement, the base rent for each year or portion of a year in the remaining lease term shall be modified to the then-current market rental rate within the Reedley area for similarly situated property, as determined by the City in its reasonable discretion.

(c) Each installment of base rent determined under Sections 2(c) or 3(b) shall be due and payable on January 1 of each year during the initial lease term and shall be made to the City at its offices at 845 G Street, Reedley, California 93654-2696

Section 4. In addition to base rent determined under Sections 2(c) or 3(b), as applicable, the Operator shall pay when due, all taxes (including without limitation possessory interest tax on the Operator's interest under this Agreement), assessments (including without limitation assessments based on benefit the Premises will receive from a public improvement, facility or service) and other charges of any description levied or assessed during the Operator's occupancy by any governmental entity (including the City) on or against the Premises, any interest in the Premises, the Olson House or any other improvements, fixtures or other property on the Premises. The Operator shall indemnify, hold harmless and defend the City and the Premises from all such taxes, assessments and charges, from any and all interest or penalties thereon, and from any all proceedings to collect such taxes, assessments or charges.

Section 5. The Operator shall pay or cause to be paid when due, and shall indemnify, hold harmless and defend the City and the Premises from, any and all charges for furnishing gas, water, electricity, telephone or telecommunication service, refuse collection and disposal, and other public utilities to the Premises during the Operator's occupancy.

Section 6. (a) The Operator shall use the Premises only to operate a non-profit facility to provide temporary housing assistance to families who are current Reedley residents and who have been displaced by an emergency, tragedy, job loss, or other such circumstance as described in this Agreement. At no time will the Premises operate as a half-way house, a drug rehab facility, an offender release facility, or an open homeless shelter. Sex offenders, active parolees or single males are not to be permitted under any circumstance.

(b) As part of the use permitted under this Agreement, the Operator shall timely coordinate and allow all access necessary to facilitate rehabilitation, repair and renovation efforts deemed appropriate at the Olson House and other portions of Premises for use associated with the temporary housing assistance facility ("Project"). The Project will be constructed and completed in accordance with this Agreement, the Grant, the associated Conditional Use Permit, and other development entitlements and permits described in Section 8, and all applicable federal, State and local laws, ordinances, regulations and standards. The Project will include all exterior and interior rehabilitation and repair work and on-site and off-site improvements required by such laws, ordinances, regulations or standards, including the City's Zoning Code.



The Operator shall coordinate, pay or otherwise be responsible for all direct and indirect costs in connection with the Project, including all work and improvements, development and building fees, architecture and engineering, insurance, interim financing (if any), and other items necessary or appropriate to complete the Project in accordance with the Grant and this Agreement.

(c) Without limiting its obligations under the Grant, the Operator shall cause the Project to be done and completed in accordance with all building plans as approved by the City. In addition to, and without limitation on permits or other approvals required under the State Agreement or federal, State or local law, ordinance or regulation, the Operator and its employees and contractors shall not commence any work on the Project until the building plans for the Project have been reviewed and approved by the City.

(d) The Operator shall commence and complete the Project within the times specified in the Grant and within this Agreement.

(e) The Operator shall give the City at least 10 days' written notice before starting the Project or other work on the Premises during the lease term or delivery of materials to the Premises in connection with such work. The City will have the right to post and maintain on the Premises and to record notice(s) of non-responsibility for such work or materials under California Civil Code § 3094 (or any successor thereto).

(f) Upon termination or expiration of the lease term, all improvements, fixtures, alterations and additions made on or to the Premises as part of the Project shall remain on the Premises and become the property of the City. On request by the City, the Operator shall promptly execute and deliver any documents the City deems necessary to evidence the City's ownership.

Section 7. The Operator shall not use or permit use of the Premises, the Olson House or any portion thereof in any manner or for any purpose that violates any applicable federal, State, county or local law, ordinance, regulation or standard now or hereafter in effect, including without limitation the City's Zoning Code. The Operator shall not maintain, cause or permit any nuisance (as now or hereafter defined by applicable statutory or decisional law) on or in the Premises, the Olson House or any portion thereof.

Section 8. In order to complete the Project and conduct, operate and maintain the Premises as a temporary housing assistance facility as permitted by this Agreement and the Grant, the Operator is required to obtain, and appropriately maintain, a Conditional Use Permit from the City, as well as other development entitlements and permits from the City or other public agencies, as appropriate. The Operator will be responsible for all costs and expenses to apply for and obtain such entitlements and permits. On request by the Operator, the City will sign any application, authorization or other document as the owner of the Premises that may be necessary to apply for any development entitlement or permit. However, nothing in this Section 8 of this Agreement shall limit or otherwise affect the rights of the City or any other public agency to approve, deny or modify, in its discretion, any such entitlement or permit.

Section 9. At all times during the lease term, the Operator, at the Operator's cost and expense, shall maintain the Premises, the Olson House and all other improvements and facilities now or hereafter on or appurtenant to the Premises in good repair and in a safe, clean, orderly and attractive condition and in compliance with applicable federal, State and local laws, ordinances and standards.

Section 10. At all times during the lease term, the Operator, at the Operator's cost and expense, shall:



(a) Make all alterations, additions or repairs to the Premises, the Olson House and the other structures, improvements or facilities on or appurtenant to the Premises required by any applicable federal, State or local law, ordinance, regulation or standard.

(b) Comply with all federal, State and local laws, ordinances, regulations or standards at any time affecting the Premises, the Olson House or the other structures, improvements or facilities on or appurtenant to the Premises.

(c) Without limiting Section 12, indemnify, hold harmless and defend the City and its council, commissions, boards, officials, officers, employees and duly authorized volunteers from any and all loss, liability, damages, fines, penalties, claims or actions of any nature resulting from the Operator's failure to comply with the requirements of this Section 10.

Section 11. (a) The City retains the right, and the Operator shall permit the City and the City's employees, contractors, agents or representatives, to enter the Premises at any time for the purpose of inspecting, maintaining, repairing or replacing all water, sewer and other public utility improvements located in, on, around or under the Premises.

(b) In addition to Section 11(a), the Operator shall permit the City and its employees, contractors, agents or representatives to enter the Premises at all reasonable times, on at least 24 hours' prior written notice, for the purpose of (i) inspecting the Premises, including the Olson House, to determine whether the Operator is complying with the terms of this Agreement, or (ii) doing anything else that may be necessary to protect the City's interest in the Premises, including the Olson House, or this Agreement.

Section 12. The Operator shall indemnify, hold harmless and defend the City and its council, commissions, boards, officials, officers, employees and duly authorized volunteers from any and all loss, liability, costs or damages of any nature (whether in contract, statute, tort or strict liability, including without limitation death at any time, personal injury and property damage), and from any and all claims or actions in law or equity (including attorneys' fees, court costs and litigation expenses), arising directly or indirectly out of:

(a) the death or injury of any person, including the Operator and any of its officers, employees, contractors, residents, invitees, clients and agents, or damage to or destruction of any property, including property owned by the Operator or any of its officers, employees, contractors, residents, invitees, clients or agents, (i) while such person or property is in or on the Premises or in any way connected with the Premises, the Olson House or any other structures, improvements or facilities on or appurtenant to the Premises; or (ii) caused or allegedly caused by the condition of the Premises, the Olson House or any other structures, improvements or facilities on or appurtenant to the Premises, or by any act or omission of the Operator or any other person in, on or about the Premises with or without the permission or consent of the Operator; or

(b) any work performed on the Premises by the Operator or any of its officers, employees, contractors or agents, including but not limited to the Project as described in Section 6; or

(c) the Operator's violation of or failure to perform any provision of this Agreement, the Grant, the CUP, or any federal, State or local law, ordinance, regulation or standard applicable to the Operator, the Premises or the Operator's use of the Premises; or

(d) the presence, use, generation, storage, release, threatened release, disposal, or discharge of any hazardous materials by the Operator or any other person or entity on, in or under the Premises during the Lease term, including any clean-up thereof. For purposes of this Agreement, the term "hazardous materials" shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 USC §§ 9601-9675); the Hazardous Materials Transportation Act, as amended (49 USC §§ 1801-1819); the Resource Conservation and Recovery Act of 1976, as amended (42 USC §§ 6901-6992k); and any substance defined as "hazardous waste" in California Health & Safety Code § 25117, as "extremely hazardous waste" in California Health & Safety Code § 25115 or as "hazardous substance" in California Health & Safety Code § 25316; and in the regulations adopted and/or amended and publications issued under any of these laws, current as of the Effective Date of this Lease.

The foregoing provisions shall not apply to any loss, liability, costs, damages, claims or actions caused solely by the active negligence or willful misconduct of the City, or to any use, generation, storage, release, threatened release, disposal, discharge of any hazardous materials on, in or under the Premises by any person or entity other than the Operator prior to the Effective Date of this Agreement (including any clean-up thereof whether before or after the Effective Date).

Section 13. Within 10 days after the Effective Date, the Operator shall, at its own expense, obtain and maintain during the lease term a broad form comprehensive coverage policy of public liability insurance, issued by a corporation authorized to do insurance business in California, insuring the Operator and the City against loss or liability caused by or connected with the Operator's occupation or use of the Premises or the operation, maintenance or improvement of the temporary living facility. Without limiting Operator's indemnification of City, Operator shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subcontractors or service providers to obtain and maintain, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) **Workers' Compensation.** Operator shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Operator shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees, and volunteers.

(b) **General Liability.** Operator shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

(c) **Operator's Improvements and Benefits.** Upon commencement of construction of any tenant improvements and betterments, or installation of equipment, with approval of City, Operator shall obtain and maintain insurance on tenant's improvements and betterments. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy.

(d) **Automobile Liability.** Operator shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Operator arising out of or in connection with Work to be performed under this

Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

#### *OTHER PROVISIONS OR REQUIREMENTS*

(e) Maintenance of Coverage. Operator shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Project or any other work performed on the Premises or Olson House by Operator, its agents, representatives, employees or sub-consultants as specified in this Agreement.

(f) Proof of Insurance. Operator shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City prior to commencement of performance. Current evidence of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(g) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary. Any premium paid by City will be promptly reimbursed by Operator, or City will withhold amounts sufficient to pay premium from Operator payments. In the alternative, City may cancel this Agreement.

(h) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.

(i) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Operator, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Operator hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

(j) Enforcement of Agreement Provisions (non-estoppel). Operator acknowledges and agrees that any actual or alleged failure on the part of the City to inform Operator of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

(k) Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(l) Notice of Cancellation. Operator agrees to obligate its insurance agent or broker and insurers to provide to City with thirty (30) days' notice of cancellation (except for



nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.

(m) City's Right to Revise Specifications. The City reserves the right, at any time during the term of the Agreement, to change the amounts and types of insurance required by giving the Operator at least ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Operator, the City and Operator may renegotiate Operator's payments.

(n) Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(o) Timely Notice of Claims. Operator shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Operator's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(p) Additional Insurance. Operator shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Project or any other work performed on the Premises or Olson House.

Section 14. The Operator shall not assign, sublease, encumber by deed of trust or otherwise (including without limitation any encumbrance in connection with financing of the Project or any other work or use on the Premises), or otherwise transfer any right or interest under this Agreement or in the Premises, without the prior written consent of the City. The City will not withhold consent unreasonably. However, the City will not be required to consent to an assignment, sublease, encumbrance or transfer for any purpose other than the uses on the Premises permitted by this Agreement and/or the Grant. An attempted assignment, sublease or other transfer without the City's written consent will be void and will, at the City's option, terminate this Agreement. The City's consent to one assignment, sublease or other transfer shall not be deemed consent to any other.

Section 15. (a) If the Operator breaches this Agreement and abandons the Premises prior to the end of the Agreement term specified in Section 2 above, the City may continue the Agreement in effect by not terminating the Operator's right to possession of the Premises. In that event, the City will be entitled to enforce all of its rights and remedies under this Agreement, including without limitation the right to recover any base rent under the Agreement as it becomes due at the fair market rental rate specified in Section 3(b).

(b) If the Operator fails to perform any covenant, condition or agreement in this Agreement and does not remedy the failure within (i) five (5) days, if it is failure to pay rent or other amounts required by the Agreement when due, or (ii) thirty (30) days after written notice from the City if it is failure to perform any nonmonetary covenant, condition or agreement, then the Operator shall be in default under this Agreement. In that event, the City shall have the right to terminate this Agreement and:

(1) Pursue an action to recover from the Operator (i) the worth at the time of award of the unpaid rent which had been earned at the time of the termination of the Agreement, (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned at the fair market rental rate described in Section 3(b) after termination of the Agreement until the time of award exceeds the amount of rental loss that Operator proves could

have been reasonably avoided, (iii) the worth at the time of award of the amount by which the unpaid rent at the fair market rental rate described in Section 3(b) for the balance of the lease term after the time of award exceeds the amount of rental loss that the Operator proves could be reasonably avoided, and (iv) any other amount necessary to compensate the City for all detriment caused by the Operator's default; and

(2) In addition to or instead of the action described in (1) above, pursue an action under California unlawful detainer law to reenter and regain possession of the Premises.

(c) If the Operator becomes insolvent as defined in this Section 15(c), the City may, by giving ten (10) days' written notice to the Operator or to the person appointed to manage the Operator's affairs at the address for such person appearing in the official records of the court that appointed him, terminate this Agreement and forfeit the Operator's interest in the Premises. For purposes of this paragraph, the Operator will be conclusively presumed to be insolvent if the Operator (i) has a receiver appointed to take possession of all or substantially all of the Operator's property because of insolvency, (ii) files or has filed against it a petition in bankruptcy under federal bankruptcy law, or under any other federal or State law relating to bankruptcy, insolvency or relief of debtors, and the petition is not withdrawn or lifted within sixty (60) days after filing, (iii) makes a general assignment for the benefit of creditors, or (iv) allows any judgment in excess of \$50,000.00 against it to remain unsatisfied and un-bonded for at least thirty (30) days.

(d) The City's remedies in this Section 15 are cumulative and in addition to all other remedies allowed under law or elsewhere in this Agreement. The City's pursuit of any one remedy will not be deemed an election of remedies.

(e) A breach or default of any provision of this Agreement by the Operator will not be deemed waived by the City unless the waiver is written and signed by an authorized representative of the City. The City's waiver of any breach or default will not be deemed a waiver of any other or later breach or default of the same or any other provision.

Section 16. If either party commences legal action or arbitration to enforce or interpret any provision of this Agreement, the prevailing party in such action or arbitration shall be entitled to recover from the losing party reasonable attorneys' fees, court costs and legal expenses in the amounts determined by the court or tribunal having jurisdiction.

Section 17. All notices in connection with this Agreement shall be in writing and shall be given by personal delivery or first-class U.S. mail, postage prepaid, to each party at its respective address as listed in Chapter 2 – Memorandum of Understanding.

Section 18. This Agreement may not be modified, amended, or supplemented orally. This Agreement may be modified, amended, or superseded only by a written instrument executed by both of the parties.

///

///

///

///

///

## Chapter 2 – Memorandum of Understanding

### 1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative: Nicole R. Zieba, City Manager  
City of Reedley  
1717 Ninth Street  
Reedley, CA 93654  
Tel: (559) 637-4200 x. 212

Hope Now Representative: Ken Baker, Director  
Hope Now Ministries  
920 F St  
Reedley, CA 93654  
Tel: (559) 375-6783

### 2. ROLES, CONTRIBUTIONS AND RESPONSIBILITIES

#### A. City will:

- Maintain oversight and reporting of the Grant, as per grant guidelines and regulations entered into with the Department of Finance.
- Maintain oversight of the Vetting and Application Process (attached herein as Exhibit A) each proposed tenant must go through before admission to the facility can be granted.
- Complete the improvements and upgrades as shown on the attached Exhibit B, intended to improve the facility and address adjacent community concerns, including privacy, security and safety. As the property owner, the City reserves the right to update, adjust, and/or otherwise amend Exhibit B at any time, in an effort to better address needs and concerns.

#### B. Operator will:

- Facilitate the Vetting and Application Process overseen by the City (Exhibit A); understanding that the City maintains the final approval for admission of any and all tenants, employees or visitors to the site.
- Provide the City with any and all information requested to facilitate the appropriate reporting of Grant and facility activities. Requests for such information will be accommodated in a timely manner, never to exceed thirty days from the date of official request.
- Maintain and operate the facility in line with the provisions of this Agreement at all times.
- Maintain a valid Conditional Use Permit from the City of Reedley for a minimum of ten years in association with the Project and facility.

C. The Parties may collectively perform such other duties and responsibilities as they may mutually agree.



### 3. PERFORMANCE STANDARDS

The City agrees to, at all times, faithfully, industriously, and to the best of its ability, perform the duties and functions that are required under this Agreement.

Operator agrees to, at all times, faithfully, industriously, and to the best of its ability, perform the duties and functions that are required under this Agreement.

### 4. EFFECTIVENESS, DURATION AND TERMINATION

This Agreement shall be effective as of the Effective Date and shall remain in effect for an initial term running through ten (10) years from the Effective Date. Should any of the obligations set forth under Chapter 2 Section 2 of this Agreement be unfulfilled by Operator during this time, City shall have the right to renegotiate its obligations under this Agreement, including the amount of any reimbursable costs associated with the facility or the renegotiation.

### 5. GRANT SCHEDULE

City and Operator agree that the Grant acquired to fund this Project, as administered by the California Department of Finance, requires that the City retain 60% of the awarded funds (totaling \$336,000), and the Operator be awarded the remaining 40% (totaling \$224,000). Funding will be provided to the Operator in three annual increments, as follows:

- Payment #1: \$75,000 upon execution of this Agreement and receipt of Grant funds from the State of California;
- Payment #2: \$75,000 by April 1, 2019; and
- Payment #3: \$74,000 by April 1, 2020

City reserves the right to withhold payments should the Operator be found to be out of compliance with any section of this Agreement. City and Operator may agree in writing to a modified payment schedule during the term of this Agreement, as long as the total amount paid to Licensee does not exceed \$224,000. City, at its sole discretion, may pay to the Operator an amount greater than the required 40% of grant funds (\$224,000) only after receipt of a written request and justification from Operator, and an amendment to this Agreement approved by the Reedley City Council.

### 6. RECORDKEEPING AND PERFORMANCE DATA

Each party shall keep and maintain proper records and documentation sufficient to substantiate its contributions hereunder, and shall make such available for review and audit during normal operating hours upon the reasonable written request of the other party for a period of three (3) years following expiration or earlier termination of this Agreement.

### 7. CAPACITY OF CITY AND THE OPERATOR

Each party is acting in an independent capacity. Nothing in this Agreement and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship, jointly and severally.

In addition, and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, workers' compensation insurance, benefits and all other regulations governing such matters. Personnel supplied by City will not for any purpose be considered employees or agents of Operator. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable. Conversely, personnel supplied by Operator will not for any purpose be considered employees or agents of the City. Operator assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable.

The City and Operator agree and acknowledge that their relationship is strictly and solely independent of one another. The City's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by Operator. Operator agrees and acknowledges that their employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by the City.

The parties further agree and acknowledge that each party is solely responsible for determining the method and means by which it will fulfill its obligations hereunder. Each shall be solely responsible for payment of all bills, use, or other taxes and/or fees assessed against or associated with the performance of each party's respective obligations or on the exercise of their rights under this Agreement, including without limitation income, payroll or employment-related taxes and payments.

Neither party shall engage any person or entity to serve in any capacity, or incur any expense or obligation on behalf of the other without the prior written consent of both parties.

## **8. INDEMNIFICATION**

Without limiting Section 12 of Chapter 1 of this Agreement, Operator shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Operator, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of Operator or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

This section shall survive termination or expiration of this Agreement.

## **9. BINDING**

Once this Agreement is signed by all the parties, it shall be binding upon, and shall inure to the benefit of the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives. The terms and conditions of this Agreement, express or implied, exist only for the benefit of the parties to this Agreement and their respective successors

and assigns. No other person or entity will be deemed to be a third party beneficiary of this Agreement.

#### 10. WAIVER

No provisions of this Agreement may be waived unless in writing and approved by and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

#### 11. GOVERNING LAW AND VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

#### 12. HEADINGS

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

#### 13. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

#### 14. INTERPRETATION

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any particular party, but rather by construing the terms in accordance with their generally accepted meaning.

#### 15. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to the other party, and agrees that it has the full power and authority to enter into this Agreement and perform each of its obligations hereunder, and it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement.

#### 16. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter contained herein. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

///

[Signatures on page 14]



IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

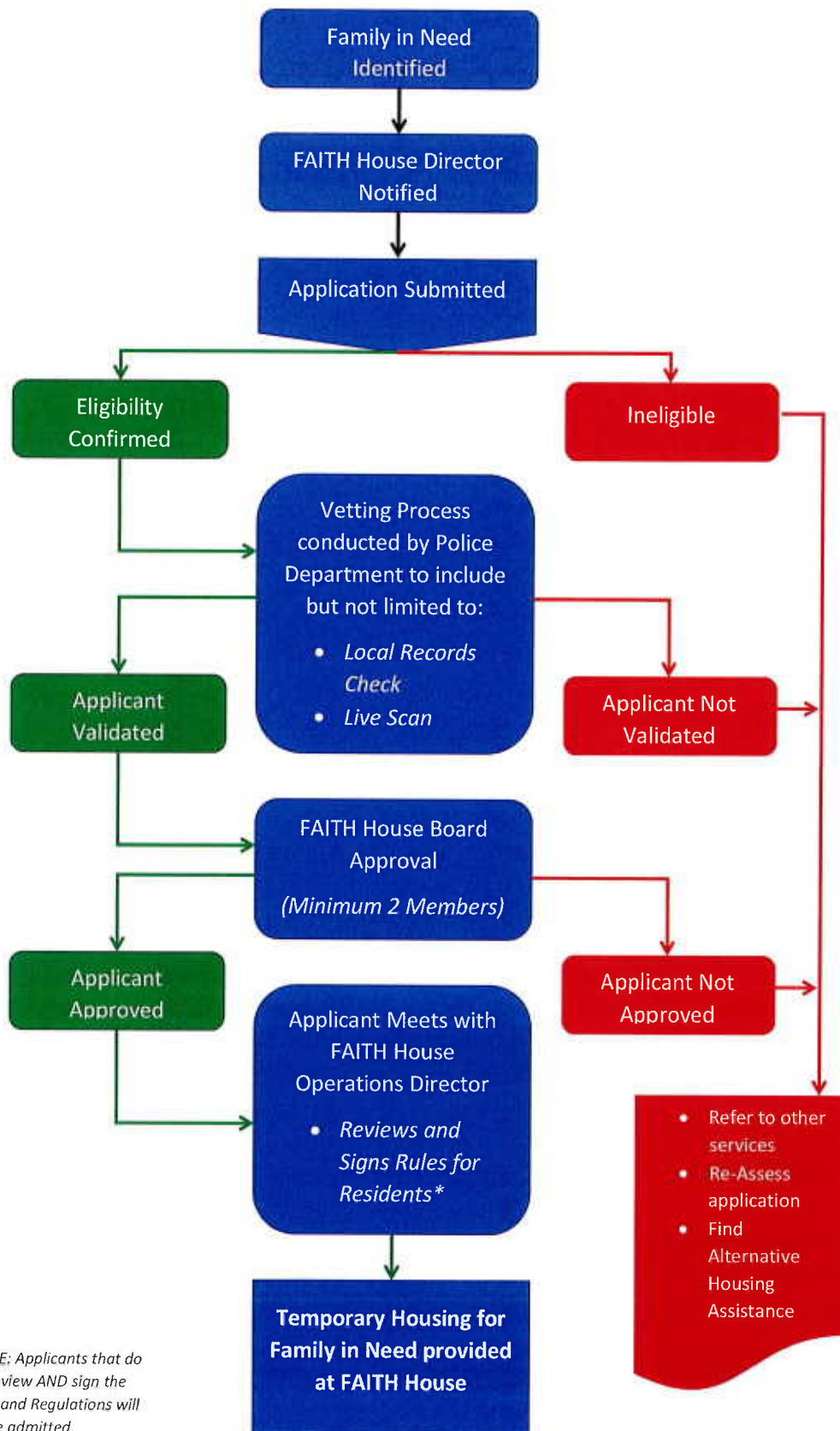
CITY OF REEDLEY,  
a municipal corporation

By:   
Nicole R. Zieba, City Manager

HOPE NOW MINISTRIES  
a non-profit organization operating under the 501c3 of Reedley Heritage Church of God

By:   
Ken Baker, Director

# Application and Vetting Process Flowchart



## Exhibit B - FAITH House Repair and Renovation

Priority 1 items are those that need to be completed for public health & safety, security, or considered critical for operations.

Priority 2 items are those additional amenities that could improve the site given sufficient grant funds, donations, sweat equity, etc.

### **Priority Building Exterior**

- 1 Pest Fumigation (Tent building), if needed
- 1 Roof Evaluation
- 1 Full exterior paint & dry rot repair
- 1 Exterior lighting upgrades (LED floods)
- 2 Rain gutter install over front walkway and other areas prone to erosion

### **Building Interior**

- 1 Fire Sprinkler Evaluation / Fire Extinguishers
- 1 Electrical system evaluation
- 1 A/C Systems evaluation
- 1 Floor to ceiling window in entry way requires metal guardrail
- 1 2nd floor extra support
- 1 Matson Alarm evaluation
- 1 Install perimeter cameras
- 2 Full interior paint
- 2 Convert fireplace to gas insert
- 2 Installation of industrial carpeting
- 2 Purchase (1) full size refrigerator & (1) full-size freezer
- 2 (2) new electric stoves
- 2 Cut in (install) a dishwasher
- 2 Closet door guides
- 2 Window coverings
- 2 Ceiling fans install

### **Energy Efficiency**

- 2 Tankless Water Heater(s)
- 2 Solar Installation
- 2 Windows

### **Landscaping/Hardscape**

- 1 Large pine tree removal by front gate
- 1 Removal of trees along south wall planted outside fence line (existing root damage)
- 1 Landscape/tree buffer area bordering neighborhood (irrigation valves present)
- 1 Replace broken lantern by parking lot
- 1 Parking lot repave and expansion for additional parking stalls
- 2 Irrigation system evaluation
- 2 Artificial Turf in front area / cap any existing irrigation in area
- 2 Extend pedestrian gate walkway to porch
- 2 Enclose backyard by constructing new fence by porch walkway and another by back buildings
- 2 Shade sail over existing play structure
- 2 Remove tetherball and place picnic table on pad

### **Perimeter**

- 1 8 ft blocklight stucco wall bordering (facing) neighborhood
- 1 Trash Enclosure repair
- 1 Automatic Gate Replacement
- 1 Repair pedestrian gate
- 1 Install perimeter cameras (4-5)
- 1 Add lighting to gate area





## REEDLEY CITY COUNCIL

- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 7

**DATE:** April 10, 2018

**TITLE:** CONSIDER FOR APPROVAL A LICENSE AGREEMENT FOR FAITH HOUSE OPERATIONS AT 1697 W. HUNTSMAN AVENUE

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A LICENSE AGREEMENT (INCLUDING BOTH LEASE AND MEMORANDUM OF UNDERSTANDING) WITH HOPE NOW MINISTRIES FOR USE OF THE CITY-OWNED FACILITY AT 1697 W. HUNTSMAN AVENUE TO SERVE AS A TEMPORARY EMERGENCY HOUSING FACILITY

**SUBMITTED:** Rob Terry, Community Development Director *RT*  
Jose L. Garza, Chief of Police

**APPROVED:** Nicole R. Zieba, City Manager

---

### RECOMMENDATION

Staff recommends that the City Council take the following actions:

- A. Approve and authorize the City Manager to sign a License Agreement with Hope Now Ministries for use of the city-owned facility at 1697 W Huntsman Avenue to serve as a temporary emergency housing facility

### BACKGROUND

This item is related to Conditional Use Permit No. 2018-1, which was approved following a noticed public hearing by the Reedley Planning Commission on January 18, 2018 (via Resolution 2018-1), pertaining to a project to allow a maximum 18 person temporary emergency housing facility (FAITH House) within an existing City owned two-story single family residence at 1697 W. Huntsman Ave. The staff report and attachments for the 1/18/18 Planning Commission meeting are provided as Attachment 3 for reference and additional background, including discussions of a prior application (CUP 2017-6) associated with the project which was approved by the Planning Commission on September 25, 2017, but was withdrawn by the applicant in the days following approval in an effort to accommodate additional public outreach meetings and address community concerns regarding the project.

Prior to the 1/18/18 Planning Commission Meeting, on the evenings of November 9th and 27th; and the afternoon of December 13th, the applicant and City Staff conducted noticed public

outreach meetings to answer questions, address concerns, and ensure transparent and effective communication with the community. Meeting announcement flyers were distributed door-to-door to every home in the adjacent neighborhoods of the proposed facility. Fact sheets (included with Attachment 3) were distributed at the meetings, addressing the most common concerns and questions, followed by question and answer sessions. Additional one-on-one meetings with concerned citizens were also accommodated by staff between late September and the present, as requested. Overall, the public outreach meetings were not heavily attended; with a consistent group of several opponents speaking at each meeting, and a collection of others speaking in support of the project.

At their January 18th meeting, the Planning Commission took action to approve Conditional Use Permit 2018-1 with the understanding that such approval did not constitute full approval for the operations of the facility; and that the proposed operator would also be required to establish and maintain additional Council-approved items following any approval of a CUP. Included would be (1) a Lease Agreement for use of the facility that details legal requirements and responsibilities regarding use of the site; and (2) a Memorandum of Understanding (MOU) that details the application and vetting process, operational requirements and limitations, performance standards, roles and responsibilities, and additional pertinent information. To provide for improved administrative oversight of the Lease and MOU portions of the process, staff is recommending that these two items be combined into one document, referred to as the "License Agreement" (see Attachment 2). The initial term of the License Agreement would be for a ten (10) year period. Should the obligations set forth in the License Agreement be unfulfilled by the operator during the lease, the City will have the right to renegotiate its obligations under the agreement. Violations of the CUP and/or the License Agreement could result in the cancellation of any permit and/or agreement, and the consequent removal of the operation from the site.

Because the approved location previously served as the Marjorie Mason Center from 2003-2016, it has been equipped with additional amenities to accommodate the proposed services. The site is 0.8 acres in size, and comprised of a two-story, six-bedroom, 3-bath residence with detached garage and storage shed. The total size of the facility is 2,500 square feet. As proposed, the facility would be leased to, and operated by, Hope Now Ministries (HNM); currently operating under the 501(c)3 of Heritage Church of God in Reedley. Operations will focus on providing temporary housing, clothing, life skills training, coaching, and spiritual guidance to Reedley families who need such services due to an emergency, tragedy, job loss, etc. There are currently no other approved facilities of this nature within the City.

As proposed, all tenants will be identified through an application process that includes a background check and vetting through the Reedley Police Department, to ensure both the safety of those within the facility and the community. Details associated with this process can be found in Exhibit A of Attachment 3. In addition, Attachment 7 outlines specifics relating to vetting methods and programs the Police Department will utilize. Under the approved CUP, and as notated within the License Agreement, the facility cannot serve as a half-way house, a drug rehab facility, an offender release facility, or an open homeless shelter. Additionally, the facility cannot serve sex offenders or active parolees. Single males will not be admitted to the facility under any circumstance. For the families admitted, tenancy will be allowed for 30-days, with allowance for a one-time 30-day extension under extenuating circumstances. Under no circumstance will tenancy be allowed to exceed 60-days. All approved tenants would be required to sign, and abide by, a set of Rules for Residents; a draft copy of which is provided as Attachment 8.

Funding for the project will be provided by the State of California through the Department of Finance administered Community-Based Transitional Housing Program (CTHP), which the City of Reedley applied for in July of 2017 (see Resolution 2017-055). On September 26, 2017, via



Resolution 2017-089, Council voted in favor of accepting the grant funds, and amending the budget to allow for allocation of the awarded funds, totaling \$560,000, at the appropriate time. Should the Council now desire to not accept the funds, a motion, second, and consequent vote would be needed to rescind the previously-approved resolution.

To address public concerns regarding the proposed project and the grant program; and to ensure consistency with grant funding eligibility, Staff provided a letter to the Department of Finance, dated October 6, 2017 (contained within Attachment 3, as well as contained/referenced within Attachment 4) which provided language to amend and clarify text originally submitted within the grant application – specifically stating that the facility “will not serve criminals being released from incarceration (re-entry) or those currently on parole or other supervised release,” or “prior offender(s) who has been convicted of a violent or sexually related crime.” In a response letter dated February 15, 2018, the Department of Finance provided written confirmation of their acceptance of the application amendments, and confirmed continued eligibility and approval for the City (Attachment 4). For reference, a copy of the original application is provided as Attachment 9.

Environmental Assessment No. 2018-1, associated with CUP 2018-1, determined that the proposed project will involve the operation, repair or maintenance of an existing facility with negligible or no expansion of an existing use, which are exemptions characterized under Sections 15301 (Class 1/Existing Facilities), 15303 (Class 3/New Construction or Conversion of Small Structures), 15304 (Class 4/Minor Alterations to Land), and 15311 (Class 11/Accessory Structures) of the California Environmental Quality Act (CEQA) Guidelines.

#### **FISCAL IMPACT**

The grant award is in the amount of \$560,000, with 60% (or \$336,000) required to be retained by the City, and 40% (or \$224,000) allocated to the operator. These funds will be used to cover operating expenses and other related costs. Payments will be administered to the proposed operator in-line with the grant schedule identified within the License Agreement, which spans payment over a three-year period.

There are no matching funds required from the City. City staff will administer and report on all approved grant funds retained and/or utilized by the City as required by the Department of Finance and grant guidelines. The facility operator is also required to monitor and report on the use of grant funds received, as well as specific program performance measures, including the number of persons who received services and description of services provided. Once the State grant funds have been expended after the initial three year period, it is the intent of Hope Now Ministries that they will be responsible for the costs of the shelter through fundraising and future grant opportunities. It is not the intent of the City to provide funding for the program after the initial grant funds have been expended.

#### **PRIOR COUNCIL ACTIONS**

Approval to submit the Community-Based Transitional Housing Program Grant Application was provided by Council on June 13, 2017 via Resolution 2017-055. Approval and authorization to accept the awarded grant funds of \$560,000, and process the associated budget amendment to appropriate such funds at the appropriate time was provided by Council on September 26, 2017, via Resolution 2017-089.

On March 13, 2018, Council voted to delay hearing this item to a future council date, due to an excused absence. This action was to allow for all four voting members of the Council to be present and consider the item.



## **ATTACHMENTS**

1. Resolution 2018-019
2. Draft License Agreement (containing both the Lease and MOU language)
3. 1/18/18 Planning Commission Staff Report and Attachments
4. Community Based Transitional Housing Program Grant Award Letter (dated February 15, 2018)
5. Budget Amendment Resolution No. 2017-089
6. CTHP Grant Application Approval Resolution No. 2017-055
7. Vetting Details Email from Chief Garza
8. Draft Rules for Residents
9. Copy of CTHP Application

## RESOLUTION NO. 2018-019

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF REEDLEY, AUTHORIZING THE CITY MANAGER TO SIGN A LICENSE AGREEMENT (INCLUDING BOTH LEASE AND MEMORANDUM OF UNDERSTANDING) WITH HOPE NOW MINISTRIES FOR USE OF THE CITY-OWNED FACILITY AT 1697 W HUNTSMAN AVENUE TO SERVE AS A TEMPORARY EMERGENCY HOUSING FACILITY.**

**WHEREAS**, the City of Reedley desires to provide a City-owned residence and property located at 1697 W. Huntsman Avenue for the use of a temporary emergency housing facility; and

**WHEREAS**, the City of Reedley desires to partner with Hope Now Ministries, a local non-profit currently operating under the 501 (c)3 organization of the Reedley Heritage Church of God, to be responsible for coordinating operations of the emergency housing program; and

**WHEREAS**, The City of Reedley submitted a complete application the State of California, Department of Finance for its Community-Based Transitional Housing Program in July of 2017 to fund the program (via Resolution 2017-55); and

**WHEREAS**, the State of California, Department of Finance has identified the City of Reedley as a successful applicant for the aforementioned program in the amount of \$560,000; and

**WHEREAS**, the City Council of the City of Reedley adopted Resolution 2017-089 approving a budget amendment to acceptance and formally allocate the awarded grant funds at the appropriate time; and

**WHEREAS**, the City of Reedley Planning Commission approved Conditional Use Permit 2018-1 (via Resolution 2018-1) for operation of a temporary emergency housing facility at 1697 W. Huntsman Avenue on January 18, 2018, in accordance with Reedley Municipal Code and Department of Finance regulations associated with the aforementioned grant program; and

**WHEREAS**, no appeals to the Planning Commission's actions were received during the appeal period as defined within Reedley Municipal Code; and

**WHEREAS**, the City of Reedley and Hope Now Ministries desire to enter into a License Agreement to provide for (1) a Lease Agreement for use of the facility that details legal requirements and responsibilities regarding use of the facility and site; and (2) a Memorandum of Understanding (MOU) that details the application and vetting process, operational requirements and limitations, performance standards, roles and responsibilities, and additional pertinent information associated with operation of the program; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Reedley using their independent judgment hereby resolves as follows:

1. Approve and authorize the City Manager to sign a License Agreement with Hope Now Ministries for use of the city-owned facility at 1697 W. Huntsman Avenue to serve as a temporary emergency housing facility.

This foregoing resolution is hereby approved the 10th day of April, 2018, in the City of Reedley, by the following vote:

AYES: Soleno, Fast, Beck, Betancourt.

NOES: None.

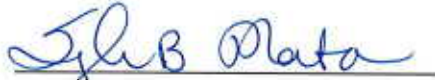
ABSTAIN: Pinon.

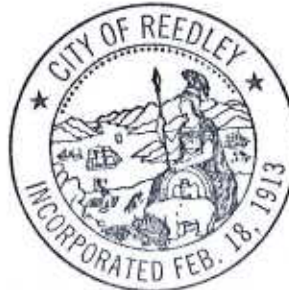
ABSENT: None.



Anita Betancourt, Mayor

ATTEST:

  
Sylvia B. Plata, City Clerk





## LICENSE AGREEMENT

### Between the City of Reedley and Hope Now Ministries for Operation of the FAITH House at 1697 W. Olsen Ave

This License Agreement ("Agreement") is entered into and effective on this \_\_\_\_ day of \_\_\_\_, 20\_\_, ("Effective Date") by and between the City of Reedley, a municipal corporation, ("City"), and Hope Now Ministries, a non-profit organization currently operating under the Heritage Church of God 501c3 ("Operator"). This Agreement contains two Chapters. First, the Lease Agreement for use of the facility that details legal requirements and responsibilities regarding use of the site; and second, a Memorandum of Understanding (MOU) detailing the application and vetting process, operational requirements and limitations, performance standards, roles and responsibilities, and additional pertinent information. In addition to this Agreement, the Operator is required to properly maintain a Conditional Use Permit (CUP) with the City. Violations of this Agreement and/or the CUP could result in the cancellation of any permit and/or agreement established, and the consequent removal of the operation from the site.

#### WITNESS

**WHEREAS**, the City owns the real property located at 1697 W Huntsman Ave Reedley, CA 93654, which is improved with a residence, commonly referred to as the Olson House, consisting of approximately 2500 square feet of living space ("Premises"); and

**WHEREAS**, the Premises served as the Marjorie Mason Center from 2003-2016; and

**WHEREAS**, the Premises is not currently being used by the City for a public purpose; and

**WHEREAS**, the City has been approached by the Operator regarding the operation of a non-profit, community-based temporary living facility; and

**WHEREAS**, the Premises contain the necessary amenities to accommodate the proposed use; and

**WHEREAS**, the City desires to place additional amenities and upgrades to improve the Premises and address adjacent community concerns, including privacy, security and safety; and

**WHEREAS**, the City and Operator have a collective desire to ensure that those served within this facility are properly vetted for the safety and wellbeing of tenants, staff and the community in general; and

**WHEREAS**, the City and Operator have a collective desire to provide temporary housing assistance to families who are current Reedley residents and who have been displaced by an emergency, tragedy, job loss, or other such circumstance. At no time will the Premises operate as a half-way house, a drug rehab facility, an offender release facility, or an open homeless shelter. Sex offenders, active parolees or single males are not to be permitted under any circumstance; and

**WHEREAS**, the City has been identified as an approved applicant for the Community-Based Transitional Housing Program funded through the State of California Department of Finance (DOF) for an amount not to exceed \$560,000.00 ("Grant") to pay for rehabilitation and repair/renovation of the Premises, as well as operation of the facility. The Grant requires that the City retain 60% of the funds, and the remaining 40% be provided to the Operator; and

**WHEREAS**, as a condition of the Grant, the Operator must obtain a conditional use permit which specifies the right to operate the facility on the Premises for at least 10-years; and

**WHEREAS**, The City Council has found that leasing the Premises to the Operator, on the terms and for the purpose described in this Agreement, will substantially promote the public interests of the City and the health, safety and welfare of the people of the City, in that (i) the Premises are not needed for any other present or prospective public use during the initial lease term, (ii) this Agreement will cause rehabilitation, repair and renovation of City-owned residential property without expenditure of City funds, and (iii) this Agreement will allow for an important social service facility to become available to Reedley residents within their community.

**WHEREAS**, on \_\_\_\_\_, 20\_\_, the City Council of the City of Reedley authorized the City Manager to enter into an Agreement with Operator regarding the operation of a non-profit, community-based temporary living facility at 1697 W Huntsman Ave.

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

## **Chapter 1 – Lease Agreement**

**Section 1.** The City hereby leases to the Operator, and the Operator hereby leases from the City, the Premises described in Exhibit A, including the Olson House and other structures, fixtures and improvements thereon. Exhibit A is attached to and incorporated in this Agreement.

**Section 2.** (a) Unless terminated earlier as provided in Section 3(b), Section 14 or Section 15 below, the initial term of the Agreement shall commence on the Effective Date and shall expire on the tenth (10th) anniversary after the Effective Date. The parties may agree to extend the Lease term for an additional amount of time on mutually-agreed terms and conditions (including base and additional rent). At least 18 months before the end of the initial lease term, authorized representatives of the Operator and the City will confer to determine if there is a desire to extend the lease term. If the parties want to consider extending the lease term, they will use good faith efforts to agree on the terms and conditions of the extension preferably at least one year before the end of the initial lease term. However, neither party is obligated to agree to an extension. As used in this Agreement, "lease term" will mean the initial and, if applicable, extended lease term.

(b) Within 30 days after expiration or termination of the lease term for any reason, the Operator shall vacate the Premises and surrender it to the City in the same condition as the Premises will be in on the date the Project described in Section 6 is completed; reasonable wear, tear and damage by an Act of God excepted. Except for the Project improvements described in Section 6, and except as expressly agreed otherwise by the City, prior to vacating the Premises the Operator shall remove any personal property and materials, including without limitation any security systems and features placed on the Premises by the Operator. The Operator shall promptly repair or otherwise remedy, at its own expense, any damage to the Premises caused by such removal.

(c) If the lease term is not extended and the Operator fails to vacate the Premises on expiration or termination of the initial lease term, the Operator's continued occupation of the Premises shall be deemed a month-to-month tenancy governed by all the terms of this Agreement, except that the City, in its sole discretion, may allow the Operator to retain use of the Premises at the then-current monthly rental amounts of comparable residential properties listed for rent in the City, including payment of a refundable security deposit. Amount(s) are due and payable by the Operator, in advance, on the first day of each calendar month during the Operator's



continued occupancy of the Premises. The parties acknowledge that the amount of this increase in base rent represents their mutual estimate of fair rental value of the Premises and that it is not intended to be a penalty or liquidated damages. Nothing in this Section 2(c) shall impair or limit any other rights or remedies of the City under this Agreement or at law for the Operator's failure to vacate the Premises, including without limitation an action for unlawful detainer.

Section 3. (a) Subject to Section 2(c), the Operator shall not be charged any base rent for each year or portion of a year during the initial 10-year lease term during which the Operator is using the Premises as identified in Section 6 of this Agreement.

(b) Without limiting any other rights or remedies of the City, if the Operator abandons the Premises prior to the end of the lease term or devotes the Premises to any use other than those specifically identified within this Agreement, the base rent for each year or portion of a year in the remaining lease term shall be modified to the then-current market rental rate within the Reedley area for similarly situated property, as determined by the City in its reasonable discretion.

(c) Each installment of base rent determined under Sections 2(c) or 3(b) shall be due and payable on January 1 of each year during the initial lease term and shall be made to the City at its offices at 845 G Street, Reedley, California 93654-2696

Section 4. In addition to base rent determined under Sections 2(c) or 3(b), as applicable, the Operator shall pay when due, all taxes (including without limitation possessory interest tax on the Operator's interest under this Agreement), assessments (including without limitation assessments based on benefit the Premises will receive from a public improvement, facility or service) and other charges of any description levied or assessed during the Operator's occupancy by any governmental entity (including the City) on or against the Premises, any interest in the Premises, the Olson House or any other improvements, fixtures or other property on the Premises. The Operator shall indemnify, hold harmless and defend the City and the Premises from all such taxes, assessments and charges, from any and all interest or penalties thereon, and from any all proceedings to collect such taxes, assessments or charges.

Section 5. The Operator shall pay or cause to be paid when due, and shall indemnify, hold harmless and defend the City and the Premises from, any and all charges for furnishing gas, water, electricity, telephone or telecommunication service, refuse collection and disposal, and other public utilities to the Premises during the Operator's occupancy.

Section 6. (a) The Operator shall use the Premises only to operate a non-profit facility to provide temporary housing assistance to families who are current Reedley residents and who have been displaced by an emergency, tragedy, job loss, or other such circumstance as described in this Agreement. At no time will the Premises operate as a half-way house, a drug rehab facility, an offender release facility, or an open homeless shelter. Sex offenders, active parolees or single males are not to be permitted under any circumstance.

(b) As part of the use permitted under this Agreement, the Operator shall timely coordinate and allow all access necessary to facilitate rehabilitation, repair and renovation efforts deemed appropriate at the Olson House and other portions of Premises for use associated with the temporary housing assistance facility ("Project"). The Project will be constructed and completed in accordance with this Agreement, the Grant, the associated Conditional Use Permit, and other development entitlements and permits described in Section 8, and all applicable federal, State and local laws, ordinances, regulations and standards. The Project will include all exterior and interior rehabilitation and repair work and on-site and off-site improvements required by such laws, ordinances, regulations or standards, including the City's Zoning Code.



The Operator shall coordinate, pay or otherwise be responsible for all direct and indirect costs in connection with the Project, including all work and improvements, development and building fees, architecture and engineering, insurance, interim financing (if any), and other items necessary or appropriate to complete the Project in accordance with the Grant and this Agreement.

(c) Without limiting its obligations under the Grant, the Operator shall cause the Project to be done and completed in accordance with all building plans as approved by the City. In addition to, and without limitation on permits or other approvals required under the State Agreement or federal, State or local law, ordinance or regulation, the Operator and its employees and contractors shall not commence any work on the Project until the building plans for the Project have been reviewed and approved by the City.

(d) The Operator shall commence and complete the Project within the times specified in the Grant and within this Agreement.

(e) The Operator shall give the City at least 10 days' written notice before starting the Project or other work on the Premises during the lease term or delivery of materials to the Premises in connection with such work. The City will have the right to post and maintain on the Premises and to record notice(s) of non-responsibility for such work or materials under California Civil Code § 3094 (or any successor thereto).

(f) Upon termination or expiration of the lease term, all improvements, fixtures, alterations and additions made on or to the Premises as part of the Project shall remain on the Premises and become the property of the City. On request by the City, the Operator shall promptly execute and deliver any documents the City deems necessary to evidence the City's ownership.

Section 7. The Operator shall not use or permit use of the Premises, the Olson House or any portion thereof in any manner or for any purpose that violates any applicable federal, State, county or local law, ordinance, regulation or standard now or hereafter in effect, including without limitation the City's Zoning Code. The Operator shall not maintain, cause or permit any nuisance (as now or hereafter defined by applicable statutory or decisional law) on or in the Premises, the Olson House or any portion thereof.

Section 8. In order to complete the Project and conduct, operate and maintain the Premises as a temporary housing assistance facility as permitted by this Agreement and the Grant, the Operator is required to obtain, and appropriately maintain, a Conditional Use Permit from the City, as well as other development entitlements and permits from the City or other public agencies, as appropriate. The Operator will be responsible for all costs and expenses to apply for and obtain such entitlements and permits. On request by the Operator, the City will sign any application, authorization or other document as the owner of the Premises that may be necessary to apply for any development entitlement or permit. However, nothing in this Section 8 of this Agreement shall limit or otherwise affect the rights of the City or any other public agency to approve, deny or modify, in its discretion, any such entitlement or permit.

Section 9. At all times during the lease term, the Operator, at the Operator's cost and expense, shall maintain the Premises, the Olson House and all other improvements and facilities now or hereafter on or appurtenant to the Premises in good repair and in a safe, clean, orderly and attractive condition and in compliance with applicable federal, State and local laws, ordinances and standards.

Section 10. At all times during the lease term, the Operator, at the Operator's cost and expense, shall:

(a) Make all alterations, additions or repairs to the Premises, the Olson House and the other structures, improvements or facilities on or appurtenant to the Premises required by any applicable federal, State or local law, ordinance, regulation or standard.

(b) Comply with all federal, State and local laws, ordinances, regulations or standards at any time affecting the Premises, the Olson House or the other structures, improvements or facilities on or appurtenant to the Premises.

(c) Without limiting Section 12, indemnify, hold harmless and defend the City and its council, commissions, boards, officials, officers, employees and duly authorized volunteers from any and all loss, liability, damages, fines, penalties, claims or actions of any nature resulting from the Operator's failure to comply with the requirements of this Section 10.

Section 11. (a) The City retains the right, and the Operator shall permit the City and the City's employees, contractors, agents or representatives, to enter the Premises at any time for the purpose of inspecting, maintaining, repairing or replacing all water, sewer and other public utility improvements located in, on, around or under the Premises.

(b) In addition to Section 11(a), the Operator shall permit the City and its employees, contractors, agents or representatives to enter the Premises at all reasonable times, on at least 24 hours' prior written notice, for the purpose of (i) inspecting the Premises, including the Olson House, to determine whether the Operator is complying with the terms of this Agreement, or (ii) doing anything else that may be necessary to protect the City's interest in the Premises, including the Olson House, or this Agreement.

Section 12. The Operator shall indemnify, hold harmless and defend the City and its council, commissions, boards, officials, officers, employees and duly authorized volunteers from any and all loss, liability, costs or damages of any nature (whether in contract, statute, tort or strict liability, including without limitation death at any time, personal injury and property damage), and from any and all claims or actions in law or equity (including attorneys' fees, court costs and litigation expenses), arising directly or indirectly out of:

(a) the death or injury of any person, including the Operator and any of its officers, employees, contractors, residents, invitees, clients and agents, or damage to or destruction of any property, including property owned by the Operator or any of its officers, employees, contractors, residents, invitees, clients or agents, (i) while such person or property is in or on the Premises or in any way connected with the Premises, the Olson House or any other structures, improvements or facilities on or appurtenant to the Premises; or (ii) caused or allegedly caused by the condition of the Premises, the Olson House or any other structures, improvements or facilities on or appurtenant to the Premises, or by any act or omission of the Operator or any other person in, on or about the Premises with or without the permission or consent of the Operator; or

(b) any work performed on the Premises by the Operator or any of its officers, employees, contractors or agents, including but not limited to the Project as described in Section 6; or

(c) the Operator's violation of or failure to perform any provision of this Agreement, the Grant, the CUP, or any federal, State or local law, ordinance, regulation or standard applicable to the Operator, the Premises or the Operator's use of the Premises; or



(d) the presence, use, generation, storage, release, threatened release, disposal, or discharge of any hazardous materials by the Operator or any other person or entity on, in or under the Premises during the Lease term, including any clean-up thereof. For purposes of this Agreement, the term "hazardous materials" shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 USC §§ 9601-9675); the Hazardous Materials Transportation Act, as amended (49 USC §§ 1801-1819); the Resource Conservation and Recovery Act of 1976, as amended (42 USC §§ 6901-6992k); and any substance defined as "hazardous waste" in California Health & Safety Code § 25117, as "extremely hazardous waste" in California Health & Safety Code § 25115 or as "hazardous substance" in California Health & Safety Code § 25316; and in the regulations adopted and/or amended and publications issued under any of these laws, current as of the Effective Date of this Lease.

The foregoing provisions shall not apply to any loss, liability, costs, damages, claims or actions caused solely by the active negligence or willful misconduct of the City, or to any use, generation, storage, release, threatened release, disposal, discharge of any hazardous materials on, in or under the Premises by any person or entity other than the Operator prior to the Effective Date of this Agreement (including any clean-up thereof whether before or after the Effective Date).

Section 13. Within 10 days after the Effective Date, the Operator shall, at its own expense, obtain and maintain during the lease term a broad form comprehensive coverage policy of public liability insurance, issued by a corporation authorized to do insurance business in California, insuring the Operator and the City against loss or liability caused by or connected with the Operator's occupation or use of the Premises or the operation, maintenance or improvement of the temporary living facility. Without limiting Operator's indemnification of City, Operator shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subcontractors or service providers to obtain and maintain, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) **Workers' Compensation.** Operator shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Operator shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees, and volunteers.

(b) **General Liability.** Operator shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

(c) **Operator's Improvements and Benefits.** Upon commencement of construction of any tenant improvements and betterments, or installation of equipment, with approval of City, Operator shall obtain and maintain insurance on tenant's improvements and betterments. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy.

(d) **Automobile Liability.** Operator shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Operator arising out of or in connection with Work to be performed under this

Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

#### *OTHER PROVISIONS OR REQUIREMENTS*

(e) **Maintenance of Coverage.** Operator shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Project or any other work performed on the Premises or Olson House by Operator, its agents, representatives, employees or sub-consultants as specified in this Agreement.

(f) **Proof of Insurance.** Operator shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City prior to commencement of performance. Current evidence of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(g) **City's Rights of Enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary. Any premium paid by City will be promptly reimbursed by Operator, or City will withhold amounts sufficient to pay premium from Operator payments. In the alternative, City may cancel this Agreement.

(h) **Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.

(i) **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Operator, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Operator hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

(j) **Enforcement of Agreement Provisions (non-estoppel).** Operator acknowledges and agrees that any actual or alleged failure on the part of the City to inform Operator of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

(k) **Specifications not Limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(l) **Notice of Cancellation.** Operator agrees to obligate its insurance agent or broker and insurers to provide to City with thirty (30) days' notice of cancellation (except for



nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.

(m) City's Right to Revise Specifications. The City reserves the right, at any time during the term of the Agreement, to change the amounts and types of insurance required by giving the Operator at least ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Operator, the City and Operator may renegotiate Operator's payments.

(n) Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(o) Timely Notice of Claims. Operator shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Operator's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(p) Additional Insurance. Operator shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Project or any other work performed on the Premises or Olson House.

Section 14. The Operator shall not assign, sublease, encumber by deed of trust or otherwise (including without limitation any encumbrance in connection with financing of the Project or any other work or use on the Premises), or otherwise transfer any right or interest under this Agreement or in the Premises, without the prior written consent of the City. The City will not withhold consent unreasonably. However, the City will not be required to consent to an assignment, sublease, encumbrance or transfer for any purpose other than the uses on the Premises permitted by this Agreement and/or the Grant. An attempted assignment, sublease or other transfer without the City's written consent will be void and will, at the City's option, terminate this Agreement. The City's consent to one assignment, sublease or other transfer shall not be deemed consent to any other.

Section 15. (a) If the Operator breaches this Agreement and abandons the Premises prior to the end of the Agreement term specified in Section 2 above, the City may continue the Agreement in effect by not terminating the Operator's right to possession of the Premises. In that event, the City will be entitled to enforce all of its rights and remedies under this Agreement, including without limitation the right to recover any base rent under the Agreement as it becomes due at the fair market rental rate specified in Section 3(b).

(b) If the Operator fails to perform any covenant, condition or agreement in this Agreement and does not remedy the failure within (i) five (5) days, if it is failure to pay rent or other amounts required by the Agreement when due, or (ii) thirty (30) days after written notice from the City if it is failure to perform any nonmonetary covenant, condition or agreement, then the Operator shall be in default under this Agreement. In that event, the City shall have the right to terminate this Agreement and:

(1) Pursue an action to recover from the Operator (i) the worth at the time of award of the unpaid rent which had been earned at the time of the termination of the Agreement, (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned at the fair market rental rate described in Section 3(b) after termination of the Agreement until the time of award exceeds the amount of rental loss that Operator proves could

have been reasonably avoided, (iii) the worth at the time of award of the amount by which the unpaid rent at the fair market rental rate described in Section 3(b) for the balance of the lease term after the time of award exceeds the amount of rental loss that the Operator proves could be reasonably avoided, and (iv) any other amount necessary to compensate the City for all detriment caused by the Operator's default; and

(2) In addition to or instead of the action described in (1) above, pursue an action under California unlawful detainer law to reenter and regain possession of the Premises.

(c) If the Operator becomes insolvent as defined in this Section 15(c), the City may, by giving ten (10) days' written notice to the Operator or to the person appointed to manage the Operator's affairs at the address for such person appearing in the official records of the court that appointed him, terminate this Agreement and forfeit the Operator's interest in the Premises. For purposes of this paragraph, the Operator will be conclusively presumed to be insolvent if the Operator (i) has a receiver appointed to take possession of all or substantially all of the Operator's property because of insolvency, (ii) files or has filed against it a petition in bankruptcy under federal bankruptcy law, or under any other federal or State law relating to bankruptcy, insolvency or relief of debtors, and the petition is not withdrawn or lifted within sixty (60) days after filing, (iii) makes a general assignment for the benefit of creditors, or (iv) allows any judgment in excess of \$50,000.00 against it to remain unsatisfied and un-bonded for at least thirty (30) days.

(d) The City's remedies in this Section 15 are cumulative and in addition to all other remedies allowed under law or elsewhere in this Agreement. The City's pursuit of any one remedy will not be deemed an election of remedies.

(e) A breach or default of any provision of this Agreement by the Operator will not be deemed waived by the City unless the waiver is written and signed by an authorized representative of the City. The City's waiver of any breach or default will not be deemed a waiver of any other or later breach or default of the same or any other provision.

Section 16. If either party commences legal action or arbitration to enforce or interpret any provision of this Agreement, the prevailing party in such action or arbitration shall be entitled to recover from the losing party reasonable attorneys' fees, court costs and legal expenses in the amounts determined by the court or tribunal having jurisdiction.

Section 17. All notices in connection with this Agreement shall be in writing and shall be given by personal delivery or first-class U.S. mail, postage prepaid, to each party at its respective address as listed in Chapter 2 – Memorandum of Understanding.

Section 18. This Agreement may not be modified, amended, or supplemented orally. This Agreement may be modified, amended, or superseded only by a written instrument executed by both of the parties.

///

///

///

///

///

## Chapter 2 – Memorandum of Understanding

### 1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative: Nicole R. Zieba, City Manager  
City of Reedley  
1717 Ninth Street  
Reedley, CA 93654  
Tel: (559) 637-4200 x. 212

Hope Now Representative: Ken Baker, Director  
Hope Now Ministries  
920 F St  
Reedley, CA 93654  
Tel: (559) 375-6783

### 2. ROLES, CONTRIBUTIONS AND RESPONSIBILITIES

#### A. City will:

- Maintain oversight and reporting of the Grant, as per grant guidelines and regulations entered into with the Department of Finance.
- Maintain oversight of the Vetting and Application Process (attached herein as Exhibit A) each proposed tenant must go through before admission to the facility can be granted.
- Complete the improvements and upgrades as shown on the attached Exhibit B, intended to improve the facility and address adjacent community concerns, including privacy, security and safety. As the property owner, the City reserves the right to update, adjust, and/or otherwise amend Exhibit B at any time, in an effort to better address needs and concerns.

#### B. Operator will:

- Facilitate the Vetting and Application Process overseen by the City (Exhibit A); understanding that the City maintains the final approval for admission of any and all tenants, employees or visitors to the site.
- Provide the City with any and all information requested to facilitate the appropriate reporting of Grant and facility activities. Requests for such information will be accommodated in a timely manner, never to exceed thirty days from the date of official request.
- Maintain and operate the facility in line with the provisions of this Agreement at all times.
- Maintain a valid Conditional Use Permit from the City of Reedley for a minimum of ten years in association with the Project and facility.

C. The Parties may collectively perform such other duties and responsibilities as they may mutually agree.



### 3. PERFORMANCE STANDARDS

The City agrees to, at all times, faithfully, industriously, and to the best of its ability, perform the duties and functions that are required under this Agreement.

Operator agrees to, at all times, faithfully, industriously, and to the best of its ability, perform the duties and functions that are required under this Agreement.

### 4. EFFECTIVENESS, DURATION AND TERMINATION

This Agreement shall be effective as of the Effective Date and shall remain in effect for an initial term running through ten (10) years from the Effective Date. Should any of the obligations set forth under Chapter 2 Section 2 of this Agreement be unfulfilled by Operator during this time, City shall have the right to renegotiate its obligations under this Agreement, including the amount of any reimbursable costs associated with the facility or the renegotiation.

### 5. GRANT SCHEDULE

City and Operator agree that the Grant acquired to fund this Project, as administered by the California Department of Finance, requires that the City retain 60% of the awarded funds (totaling \$336,000), and the Operator be awarded the remaining 40% (totaling \$224,000). Funding will be provided to the Operator in three annual increments, as follows:

- Payment #1: \$75,000 upon execution of this Agreement and receipt of Grant funds from the State of California;
- Payment #2: \$75,000 by April 1, 2019; and
- Payment #3: \$74,000 by April 1, 2020

City reserves the right to withhold payments should the Operator be found to be out of compliance with any section of this Agreement. City and Operator may agree in writing to a modified payment schedule during the term of this Agreement, as long as the total amount paid to Licensee does not exceed \$224,000. City, at its sole discretion, may pay to the Operator an amount greater than the required 40% of grant funds (\$224,000) only after receipt of a written request and justification from Operator, and an amendment to this Agreement approved by the Reedley City Council.

### 6. RECORDKEEPING AND PERFORMANCE DATA

Each party shall keep and maintain proper records and documentation sufficient to substantiate its contributions hereunder, and shall make such available for review and audit during normal operating hours upon the reasonable written request of the other party for a period of three (3) years following expiration or earlier termination of this Agreement.

### 7. CAPACITY OF CITY AND THE OPERATOR

Each party is acting in an independent capacity. Nothing in this Agreement and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship, jointly and severally.



In addition, and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, workers' compensation insurance, benefits and all other regulations governing such matters. Personnel supplied by City will not for any purpose be considered employees or agents of Operator. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable. Conversely, personnel supplied by Operator will not for any purpose be considered employees or agents of the City. Operator assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable.

The City and Operator agree and acknowledge that their relationship is strictly and solely independent of one another. The City's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by Operator. Operator agrees and acknowledges that their employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by the City.

The parties further agree and acknowledge that each party is solely responsible for determining the method and means by which it will fulfill its obligations hereunder. Each shall be solely responsible for payment of all bills, use, or other taxes and/or fees assessed against or associated with the performance of each party's respective obligations or on the exercise of their rights under this Agreement, including without limitation income, payroll or employment-related taxes and payments.

Neither party shall engage any person or entity to serve in any capacity, or incur any expense or obligation on behalf of the other without the prior written consent of both parties.

#### 8. INDEMNIFICATION

Without limiting Section 12 of Chapter 1 of this Agreement, Operator shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Operator, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of Operator or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

This section shall survive termination or expiration of this Agreement.

#### 9. BINDING

Once this Agreement is signed by all the parties, it shall be binding upon, and shall inure to the benefit of the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives. The terms and conditions of this Agreement, express or implied, exist only for the benefit of the parties to this Agreement and their respective successors

and assigns. No other person or entity will be deemed to be a third party beneficiary of this Agreement.

#### 10. WAIVER

No provisions of this Agreement may be waived unless in writing and approved by and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

#### 11. GOVERNING LAW AND VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

#### 12. HEADINGS

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

#### 13. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

#### 14. INTERPRETATION

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any particular party, but rather by construing the terms in accordance with their generally accepted meaning.

#### 15. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to the other party, and agrees that it has the full power and authority to enter into this Agreement and perform each of its obligations hereunder, and it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement.

#### 16. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter contained herein. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

///

[Signatures on page 14]

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

CITY OF REEDLEY,  
a municipal corporation

By: \_\_\_\_\_  
Nicole R. Zieba, City Manager

HOPE NOW MINISTRIES  
a non-profit organization operating under the 501c3 of Reedley Heritage Church of God

By: \_\_\_\_\_  
Ken Baker, Director





## **REEDLEY PLANNING COMMISSION**

ITEM NO: 2

**DATE:** January 18, 2018

**TITLE:** Consideration of Environmental Assessment 2018-1 and Conditional Use Permit Application No. 2018-1

**FROM:** Rob Terry, Director *RT*  
Community Development Department

---

### **RECOMMENDATION**

Staff recommends that the Planning Commission through Resolution No. 2018-1 take the following actions:

- a) APPROVE Environmental Assessment No. 2018-1, determining that Conditional Use Permit Application No. 2018-1 is exempt from CEQA, pursuant to Sections 15301 (Class 1/Existing Facilities), 15303 (Class 3/New Construction or Conversion of Small Structures), 15304 (Class 4/Minor Alterations to Land), and 15311 (Class 11/Accessory Structures) of the CEQA Guidelines.
- b) APPROVE Conditional Use Permit Application No. 2018-1, which allows for the placement of a temporary emergency housing facility at 1697 W Huntsman Avenue.

### **EXECUTIVE SUMMARY**

Conditional Use Permit Application No. 2018-1 pertains to a proposed project to allow a maximum 18 person temporary emergency housing facility within an existing City owned two-story single family residence. This location previously served as the Marjorie Mason Center from 2003-2016, and has been equipped with additional amenities to accommodate such services. The site is 0.8 acres in size, and comprised of a two-story, six-bedroom, 3-bath residence with detached garage and storage shed. The total size of the facility is 2,500 square feet. Operations would focus on providing temporary housing, clothing, life skills training, coaching, and spiritual guidance to families who need temporary housing due to an emergency, tragedy, job loss, etc. There are currently no other approved facilities of this nature within the City.

All tenants would be identified through an application process that includes a background check and vetting through the Reedley Police Department, to ensure both the safety of those within the facility and the community. Under the proposed CUP, the facility cannot serve as a

half-way house, a drug rehab facility, an offender release facility, or an open homeless shelter. Additionally, the facility cannot serve sex offenders or active parolees. Single males cannot be admitted to the facility under any circumstance. For the families admitted, tenancy would be allowed for 30-days, with allowance for a one-time 30-day extension under extenuating circumstances. Under no circumstance will tenancy be allowed to exceed 60-days.

Approval of a Conditional Use Permit to allow for the proposed activities at this site does not constitute full approval for the operations of the facility. The proposed operator will also be required to establish and maintain two Council-approved items assuming approval of a CUP: (1) a Lease Agreement for use of the facility that details legal requirements and responsibilities regarding use of the site; and (2) a Memorandum of Understanding (MOU) that details the application and vetting process, operational requirements and limitations, performance standards, roles and responsibilities, and additional pertinent information. Violations of the CUP, the Lease Agreement and/or the MOU could result in the cancellation of any permit and/or agreement, and the consequent removal of the operation from the site.

### **PROJECT DESCRIPTION/BACKGROUND**

Conditional Use Permit Application No. 2018-1 pertains to a proposed project to allow a maximum 18 person temporary emergency housing facility within an existing City owned two-story single family residence. This location previously served as the Marjorie Mason Center from 2003 through 2016. When federal funding for the Marjorie Mason Center was decreased, the shelter was closed. There are currently no other certified facilities of this nature within the City.

The site is 0.8 acres in size, and comprised of a two-story, six-bedroom, 3-bath residence with detached garage and storage shed. The total size of the facility is 2,500 square feet. The house is connected to City utilities and served by natural gas. The location has previously been equipped with additional amenities to accommodate multiple tenants, including enhanced safety, security, temperature control, food preparation and laundry facilities. In addition, any needed upgrades and maintenance would be performed to these systems to further improve their functionality and performance before operations would be allowed on-site. Maintenance and/or upgrades to the interior and exterior of the facility, landscaping, and parking area would also be completed. On the northern edge of the property, the existing privacy chain-link fencing would be upgraded with a solid-face wall matching the adjacent neighborhood design, intended to improve the aesthetics, noise and security for the site and adjoining uses.

Vehicular access to the site is from Huntsman Avenue at the corner of Kings River Avenue. A security gate was previously installed at the entrance, which will be upgraded as appropriate, and maintained to ensure access is appropriately monitored. Additional security features previously installed will also be utilized and expanded, as operations warrant. As proposed, the six bedroom facility will be equipped to accommodate up to five families at one time (maximum of 18 individuals total). The program is based on a temporary 30-day stay, with a one-time extension for an additional 30 days considered for extenuating circumstances. Under no circumstance will tenancy be allowed to exceed 60-days.

Approval of a Conditional Use Permit to allow for the proposed activities at this site does not



constitute full approval for the operations of the facility. The proposed operator would also be required to establish and maintain two Council-approved items following approval of a CUP: (1) a Lease Agreement for use of the facility that details legal requirements and responsibilities regarding use of the site; and (2) a Memorandum of Understanding (MOU) that will detail the application and vetting process, operational requirements and limitations, performance standards, roles and responsibilities, and additional pertinent information. Violations of the CUP, the Lease Agreement and/or the MOU could result in the cancellation of any permit and/or agreement, and the consequent removal of the operation from the site. *(Note: Preliminary Drafts of the Lease Agreement (Attachment 7) and MOU (Attachment 8) are included with this report for reference, although approval of such items is not a part of this CUP, as such items would be considered and acted upon by the City Council at a future public meeting, as appropriate.)*

The City of Reedley owns the facility in which the proposed operation is to take place. As such, the proposed arrangement would best be described as a Landlord-Tenant relationship, requiring the proposed facility operator to enter into a Lease Agreement with the City for use of the facility. Potential tenants will go through an application and vetting process in coordination with the site operator and the Reedley Police Department to ensure the safety of those within and adjacent to the facility before being admitted into the program. This process would be detailed in the MOU the operator would be required to establish and maintain with the City. As stated above, both the Lease Agreement and the associated MOU would need to be reviewed and approved by the City Council before operations would be allowed to commence.

As proposed, the facility would be leased to, and operated by, Hope Now Ministries (HNM); currently operating under the 501(c)3 of Heritage Church of God in Reedley. Liability insurance and responsibilities will continue under this arrangement until such time that HNM establishes its own non-profit status. At this facility, HNM intends to provide temporary housing, clothing, life skills training, coaching, and spiritual guidance to families who need temporary housing due to an emergency, tragedy, job loss, etc. Such activities are similar to those provided by Open Gate Ministries in Dinuba, which has been successfully serving their local community since 1974. The facility would initially be staffed by community volunteers, including one live-in volunteer that will transition into a full-time position within one year. A Hope Now staff member or volunteer is required to be on-site any time the facility is occupied by a family.

Funding for the project would be provided by the State of California through the Department of Finance administered Community-Based Transitional Housing Program (CTHP), which the City of Reedley successfully applied for in 2017. While the aim of CTHP is to assist local agencies with increasing the supply of transitional housing for ex-offenders, the enabling legislation (SB 837) and official Department of Finance reporting, outreach and education materials make it clear that the funding may be utilized to serve any other individuals in the community who may benefit from program services. As previously stated, the facility would not serve as a half-way house, a drug rehab facility, an offender release facility, or an open homeless shelter. To ensure this is clearly documented and understood between the various agencies and general public, the City of Reedley provided a follow-up letter to the Department of Finance clarifying the City's intent to not directly serve offenders within this program (Attachment 6). The Department of Finance has given verbal feedback confirming their receipt of this letter, and their intent to provide written support for this clarification.



following the City's completion of the CUP process, which the Department feels will show the City's "good faith effort" in attempting to move forward in the grant process. As previously notated, it is vital to understand that the approval of a CUP to allow for the proposed activities at the site does not constitute full approval for the operations of the facility, as allowance to operate the program on the site would require a CUP, a Lease Agreement and a Memorandum of Understanding – the latter two of which must be reviewed and approved in a public meeting by the City Council following any CUP approval action. Furthermore, staff will recommend that the City Council not accept and/or utilize CTHP funding should the Department of Finance elect to not provide written support of the City's non-offender program stance following CUP actions.

On the evenings of November 9<sup>th</sup> and 27<sup>th</sup>; and the afternoon of December 13<sup>th</sup>, the applicant and City Staff conducted noticed public outreach meetings to answer questions, address concerns, and ensure transparent and effective communication with the community. Meeting announcement flyers were distributed door-to-door to every home in the adjacent neighborhoods. Fact sheets (Attachment 9) were distributed at the meetings, addressing the most common concerns and questions, followed by question and answer sessions. Additional one-on-one meetings with concerned citizens have also been accommodated by staff between late September and the present, as requested.

During public outreach, and at public meetings between September and the current time, there have been comments made regarding increased criminal activity in and around the adjacent neighborhood while the Marjorie Mason Center was in operation, with concerns that such activities would resume with the placement of the proposed project. In researching these concerns, the Reedley Police Department has determined that there was not a statistical increase or decrease in reported criminal activity in the area both during and/or after operation of the Marjorie Mason Center. Regardless, staff is mindful of this perception, and remains committed to continually addressing concerns relating to the safety, security and the well-being of all Reedley citizens.

On January 4, 2018, public hearing notices regarding the public hearing for Conditional Use Permit 2018-1 were sent to all property owners within a 350' radius of the specified location, notifying them of the date, time and location of the hearing; as well as the basic details of the application. On January 4, 2018, this same public hearing notice was properly posted in the Reedley Exponent.

#### **PREVIOUS PLANNING COMMISSION ACTION(S)**

On September 25, 2017, the Planning Commission held a noticed public hearing to consider Environmental Assessment 2017-9 and Conditional Use Permit Application No. 2017-6, which were related to a previous application submitted by HNM for placement of a temporary emergency housing facility at 1697 W. Huntsman Ave. Following public comment and discussion, the Planning Commission voted to approve the environmental assessment and associated CUP. During the appeal period in the days following approval of the aforementioned items, the applicant elected to withdraw his application, thereby nullifying the application and consequent approval. This action was taken in response to various concerns brought forth by community members primarily located within the adjacent neighborhood of the proposed location; and the applicant's desire to ensure that such concerns were addressed as fully and comprehensively as possible. Details associated with the applicant's

efforts to address the aforementioned concerns within the current application, including public outreach efforts, clarification of grant-related specifics, and the addressing of misinformation are contained within the project description/background information provided above.

### **BORDERING PROPERTY INFORMATION**

	<u>Planned Land Use</u>	<u>Existing Zoning</u>	<u>Existing Land Use</u>
North	Low Density Residential	R-1-6 (Single Family Residential)	Single Family Homes
East	Public / Institutional Facility	UR (Urban Reserve)	Municipal Waste Water Treatment Plant
South	Public / Institutional Facility	UR (Urban Reserve)	Municipal Waste Water Treatment Plant (Ponding)
West	Public / Institutional Facility	UR (Urban Reserve)	Municipal Waste Water Treatment Plant (Expansion Area)

### **ENVIRONMENTAL REVIEW**

Environmental Assessment No. 2018-1 determined that the proposed project will involve the operation, repair or maintenance of an existing facility with negligible or no expansion of an existing use, which are exemptions characterized under Sections 15301 (Class 1/Existing Facilities), 15303 (Class 3/New Construction or Conversion of Small Structures), 15304 (Class 4/Minor Alterations to Land), and 15311 (Class 11/Accessory Structures) of the California Environmental Quality Act (CEQA) Guidelines.

### **FINANCIAL IMPACT**

There is no negative financial impact to the City associated with this application, as the site is already owned by the agency, and will be leased to the operator. Operational and maintenance costs will be **funded** by the State of California through the Community-Based Transitional Housing Program.

### **ATTACHMENTS**

1. Resolution No. 2018-1
2. Environmental Assessment No. 2018-1
3. Public Hearing Notice – Proof of Service by Mail, 350' Radius Notification Mailing Labels and Notice (dated 1/4/18)
4. Reedley Exponent Public Hearing Notice Declaration of Publishing (published 1/4/18)
5. Site Plan, Floor Plan and Elevations
6. Letter Submitted by Chief Garza RE: CTHP Grant Application Clarifications
7. Draft Lease Agreement
8. Draft Memorandum of Understanding (MOU)
9. FAITH House Fact Sheet

Motion: \_\_\_\_\_  
Second: \_\_\_\_\_



**RESOLUTION NO. 2018-1**

**A RESOLUTION OF THE CITY OF REEDLEY PLANNING COMMISSION  
APPROVING ENVIRONMENTAL ASSESSMENT NO. 2018-1 AND APPROVING  
CONDITIONAL USE PERMIT APPLICATION NO. 2018-1**

WHEREAS, the City of Reedley Planning Commission, at the regular meeting of January 18, 2018, held a public hearing to consider a request of Hope Now Ministries Incorporated for a conditional use permit to allow for a temporary emergency housing facility on property located at 1697 W. Huntsman Avenue (APN 365-180-73); and

WHEREAS, the City of Reedley Planning Commission determined that there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right; and

WHEREAS, the City of Reedley Planning Commission determined that the proposed location of the conditional use is in accordance with the objectives of the Zoning Ordinance and the purposes of the district in which the site is located; and

WHEREAS, the City of Reedley Planning Commission determined that the proposed use will comply with each of the applicable provisions of the Zoning Ordinance; and

WHEREAS, the Planning Commission hereby makes the following findings regarding the site plan for the proposed project:

1. All applicable provisions of the Zoning Ordinance are complied with;
2. The following are so arranged that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected and there will be no adverse effect on surrounding property:
  - a. Facilities and improvements.
  - b. Vehicular ingress, egress and internal circulation.
  - c. Setbacks.
  - d. Height of buildings.
  - e. Location of service.
  - f. Walls.
  - g. Landscaping.
  - h. Drainage of site.

3. Proposed lighting is so arranged as to deflect the light away from adjoining properties;
4. Proposed signs and outdoor advertising structures will comply with all of the applicable provisions of Chapter 13, Title VIII, of the Reedley Municipal Code;

WHEREAS, in making the above findings, the Planning Commission determines that approval of the subject application will be consistent with the established legislative policies relating to traffic safety, street dedication and street improvements; and

WHEREAS, pursuant to California Environmental Quality Act, the City of Reedley Planning Commission hereby finds that an environmental assessment was conducted for this project and declares that it is Categorically Exempt from the preparation of environmental documents pursuant to Article 19 of the State CEQA Guidelines, based upon Sections 15301 (Class 1/Existing Facilities), 15303 (Class 3/New Construction or Conversion of Small Structures), 15304 (Class 4/Minor Alterations to Land), and 15311 (Class 11/Accessory Structures); and

WHEREAS, the Planning Commission received public testimony, oral and written staff report, and deliberated; and

NOW, THEREFORE, BE IT RESOLVED that the City of Reedley Planning Commission using their independent judgment hereby approves Environmental Assessment 2018-1, and approves Conditional Use Permit Application No. 2018-1 subject to the following conditions:

1. Any change in the approved project site design and layout must be reviewed and approved by the Community Development Department prior to the issuance of a building permit; and
2. Conditional Use Permit (CUP) approval shall expire two years following the date of approval unless, prior to the expiration of two years, either an operating permit and/or business license is obtained and properly maintained, or a building permit is issued and construction is commenced and diligently pursued toward completion of those site and/or structural upgrades deemed appropriate. Approval for construction activities associated with this permit may be extended for an additional period upon written application to the Community Development Director before expiration of the first approval. Should all improvement activities commence in good time, this CUP approval relating to operations is intended to be in place no less than a ten year period; and
3. Open storage of materials and equipment shall be permitted only within an area surrounded and screened by an ornamental solid wall or fence not less than seven feet (7') in height; and
4. Detailed plans, drawn to scale, showing all of the electrical, plumbing and mechanical facilities as well as proposed structural changes, window and door dimensions, etc. for the entire structure shall be submitted to the Building Department prior to obtaining any Building Permit; and
5. All of the plumbing, electrical and mechanical systems shall be upgraded and/or maintained to meet the requirements of applicable codes. Smoke detectors shall be installed in accordance with the Uniform Building Code.

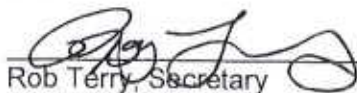
A professionally designed plan, drawn to scale, shall be submitted to the Building Department prior to obtaining any associated Building Permit(s). The plan shall include all phases of construction including an energy design, framing details, electrical, mechanical and plumbing installations. Plumbing, mechanical and framing installations shall be replaced or repaired to meet the requirements of model codes. Electrical wiring shall be replaced and/or maintained as needed throughout to meet National Electrical Code requirements. Remove all unapproved wiring. Replacement wiring shall be provided with an equipment ground. All panels shall be labeled and grounded; and


6. An accessible route of travel shall be provided throughout the project in accordance with ADA requirements, including any curb cuts, ramps, walks, parking, etc. as required by California Building Code; and
7. Fire sprinklers and extinguishers shall be installed and maintained in accordance with the Uniform Fire Code and Reedley Fire Chief; and
8. All applicable permits shall be obtained from State, County and local agencies prior to issuance of operating, licensing and/or building permits. Any failure by the operator to obtain and successfully maintain in good standing the appropriate licenses, agreements, certifications and/or permits required for operation and habitation may result in the cancellation of this CUP approval; and
9. All improvements shall comply with the Reedley City Code, the standard plans and specifications of the City of Reedley, and any addendums thereto. Improvement plans shall be prepared by a registered engineer, for review and approval by the City Engineer; and
10. The applicant must enter into, and appropriately maintain, (1) a Lease Agreement for use of the facility that details legal requirements and responsibilities regarding use of the site; and (2) a Memorandum of Understanding (MOU) that details the application and vetting process, operational requirements and limitations, performance standards, roles and responsibilities, and additional pertinent information.
11. All of the foregoing conditions must be complied with prior to the final inspection and/or the issuance of a "Certificate of Occupancy" by the Building Official.

This foregoing resolution is hereby approved and adopted this 18<sup>th</sup> day of January, 2018, by the following vote:

AYES: Custodio, Bissett, Perez.  
NOES: Hudson.  
ABSTAIN: None.  
ABSENT: Barcellos.

ATTEST:

  
Rob Terry, Secretary

  
Alberto Custodio, Chairman  
City of Reedley Planning Commission



## NOTICE OF EXEMPTION

To: County Clerk  
County of Fresno  
2220 Tulare Street, 1<sup>st</sup> Floor  
Fresno, CA 93721

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE CATEGORICALLY EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS PURSUANT TO ARTICLE 19 OF THE STATE CEQA GUIDELINES.

**LEAD AGENCY:** City of Reedley  
1733 Ninth Street  
Reedley, CA 93654

**APPLICANT:** Hope Now  
920 F Street  
Reedley, CA 93654

**PROJECT TITLE:** Conditional Use Permit Application No. 2018-1  
Environmental Assessment No. 2018-1

**PROJECT LOCATION:** 1697 W. Huntsman Ave., Reedley, CA 93654

**EXEMPT STATUS:** Categorical Exemption

**PROJECT DESCRIPTION:** The project consists of the placement of a temporary emergency housing facility at 1697 W. Huntsman Avenue.

This project is exempt under Sections 15301 (Class 1/Existing Facilities), 15303 (Class 3/New Construction or Conversion of Small Structures), 15304 (Class 4/Minor Alterations to Land), and 15311 (Class 11/Accessory Structures) of the California Environmental Quality Act (CEQA) Guidelines.

**EXPLANATION:** Section 15301 (Existing Facilities) of the CEQA Guidelines exempts projects that consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Section 15301(c) further defines such areas as including existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

Section 15303 (Class 3/New Construction or Conversion of Small Structures) of the CEQA Guidelines exempts projects that consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure, including (e) accessory (appurtenant) structures including garages, carports, patios, swimming pools and fences.

City of Reedley  
Categorical Exemption  
Environmental Assessment No. 2018-1

Section 15304 (Class 4/Minor Alterations to Land) of the CEQA Guidelines exempts projects that consist of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes, including (b) new gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping.

Section 15311 (Class 11/Accessory Structures) of the CEQA Guidelines exempts projects that consist of construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial or commercial facilities, including (b) small parking lots.

The project consists of the placement of a temporary emergency housing facility at 1697 W. Huntsman Avenue. This site previously served as an emergency shelter for victims of domestic violence. Maintenance and upgrades to the facility consist of actions identified as exempt within the aforementioned Sections.

The proposed project will involve the operation, permitting, minor alteration, and/or licensing of an existing structure with no expansion, which is an exemption characterized under Section 15301 (Class 1/Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.

The proposed project may include the construction of small new equipment and/or facilities appurtenant to the main structure, which is an exemption characterized under Section 15303 (Class 3/New Construction or Conversion of Small Structures) of the CEQA Guidelines.

The proposed project may include the placement of new gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping, which is an exemption characterized under Section 15304 (Class 4/Minor Alterations to Land) of the CEQA Guidelines.

The proposed project may include the construction, or replacement of a small parking lot to serve the facility, which is an exemption characterized under Section 15311 (Class 11/Accessory Structures) of the CEQA Guidelines.

Date: January 4, 2018

Submitted by:

  
Rob Terry  
Community Development Director  
City of Reedley  
Community Development Department  
(559) 637-4200 ext. 286



## City of Reedley

Community Development Department  
1733 Ninth Street  
Reedley, CA 93654  
(559) 637-4200  
FAX 637-2199

### COMMUNITY DEVELOPMENT DEPARTMENT

Proof of Service by Mail  
(required as per Reedley Municipal Code)

SUBJECT: PHN for 1/18/18 Planning Commission Associated with CUP-2018-1

STATE OF CALIFORNIA     )  
COUNTY OF FRESNO     )  
CITY OF REEDELY     )

I am an employee of the City of Reedley.

On January 4, 2018, I served the attached notice pursuant to Reedley Municipal Code on the persons named thereon or attached thereto by placing a true copy thereof with postage thereon fully prepaid in the United States mail.

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed on January 4, 2018, at City of Reedley  
Community Development Department  
1733 Ninth Street  
Reedley, California 93654

Attachments: 1. PG PHN for 1/18/18, CUP 2018-1

  
Signature



CLARENCE E & CHERYL A  
LINGO HEISE  
17852 E HUNTSMAN  
REEDLEY CA 93654

CARL J & LINDA BUXMAN  
10425 S KINGS RIVER  
REEDLEY CA 93654

RICK A RAMOS  
P O BOX 268  
REEDLEY CA 93654

JEFFERY & KARA MERRITT  
18152 E FLORAL  
REEDLEY CA 93654

EDDIE & OLGA VALDEZ  
1629 HENLEY CREEK RD  
REEDLEY CA 93654

DAWN RENAE MCFALL  
HAGOPIAN  
14332 S CHESTNUT  
FRESNO CA 93725

DANNY & LYNDA PUMAREJO  
1627 RIVER BLUFF DR  
REEDLEY CA 93654

ROBERT G & BARBARA C  
MILLER  
1649 RIVER BLUFF DR  
REEDLEY CA 93654

CESAR GARCIA & MARIA D  
REYES SANCHEZ  
1671 RIVER BLUFF  
REEDLEY CA 93654

PETER V MIROYAN  
3469 MAPLETHORPE LN  
SOQUEL CA 95073

STEVEN BAKKEDAHN  
1584 RIVER BLUFF DR  
REEDLEY CA 93654

LINDA J NYGREN  
1606 RIVER BLUFF DR  
REEDLEY CA 93654

SAMUEL DURAN  
1628 RIVER BLUFF  
REEDLEY CA 93654

STEVEN J & ELAINE TAMSEN  
ISAAC  
1629 ORCHARD  
REEDLEY CA 93654

SAMANTHA & KATIE AUSTIN  
1607 ORCHARD  
REEDLEY CA 93654

ELMER T & BETTY J CHAFFIN  
1589 ORCHARD LN  
REEDLEY CA 93654

DAISY A LOPEZ  
1525 W KRAMER RIDGE  
REEDLEY CA 93654

FELIX M & LETICIA JURADO  
1549 KRAMER RIDGE RD  
REEDLEY CA 93654

DAVID W & CARMEN M HAWES  
1548 HENLEY CREEK RD  
REEDLEY CA 93654

JOSEPH J & JULIE A IBANEZ  
1526 W HENLEY CREEK RD  
REEDLEY CA 93654

ANNA STRINGER  
1502 W HENLEY CREEK RD  
REEDLEY CA 93654

SCOTT & TAMI SASAKI  
1482 HENLEY CREEK RD  
REEDLEY CA 93654

HEATHER LYNN McDONALD  
1465 W HENLEY CREEK RD  
REEDLEY CA 93654

CODY MILLER  
1481 HENLEY CREEK  
REEDLEY CA 93654

MICHAEL & SANDRA  
VALENZUELA  
1501 HENLEY CREEK RD  
REEDLEY CA 93654

BILLEY & ELIZABETH  
ANGANGAN  
1523 HENLEY CREEK RD  
REEDLEY CA 93654

LOUIE & PATSY MARTINEZ  
1547 HENLEY CREEK RD  
REEDLEY CA 93654

SARAH E WIEBE  
192 E CURTIS  
REEDLEY CA 93654

RODNEY S & LINDA M BRANCH  
1583 HENLEY CK  
REEDLEY CA 93654

ELLIS T & LOLA N BRANCH  
2445 N SILVERVALE  
VISALIA CA 93291

**CITY OF REEDLEY  
COMMUNITY DEVELOPMENT DEPARTMENT**

**NOTICE OF PUBLIC HEARING**

**Environmental Assessment No. 2018-1 & Conditional Use Permit Application No. 2018-1**

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code; and, pursuant to the procedures of Title 10 of the Reedley Municipal Code, the Reedley Planning Commission will conduct a public hearing to consider Conditional Use Permit Application No. 2018-1. The Planning Commission will consider the following:

1. **Environmental Assessment No. 2018-1:** Recommend that the project is exempt from the California Environmental Quality Act, pursuant to Sections 15301 (Class 1/Existing Facilities), 15303 (Class 3/New Construction or Conversion of Small Structures), 15304 (Class 4/Minor Alterations to Land) and 15311 (Class 11/Accessory Structures) of the California Environmental Quality Act (CEQA) Guidelines.
2. **Conditional Use Permit Application No. 2018-1:** Recommend that the Planning Commission approve the placement of a temporary emergency housing facility at 1697 W. Huntsman Avenue.

**REEDLEY PLANNING COMMISSION**

Date: Thursday, January 18, 2018

Time: 5:00 p.m., or thereafter

Place: City Hall Council Chamber

845 "G" Street, Reedley, CA 93654

Any interested person may appear at the public hearing and present written testimony, or speak in favor of or against the project proposal. If you challenge the above applications in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the Reedley Planning Commission at, or prior to, the public hearing.

NOTE: Government Code Section 65091 (Planning and Zoning Law) requires that this notice be sent to owners of property within 300 feet of the subject property. The City of Reedley, Community Development Department has mailed this notice to the property owners within at least 350 feet of the project.

Additional information on the proposed application, including the environmental assessment, are available for public review and may be obtained from the Community Development Department, 1733 Ninth Street, Reedley, California 93654. Please contact Rob Terry, Director, at (559) 637-4200, ext. 286, or by email at [rob.terry@reedley.ca.gov](mailto:rob.terry@reedley.ca.gov) for more information.

Assessor's Parcel Number: 365-181-08T



# The Reedley Exponent.

1130 "G" Street  
Reedley, California 93654  
Telephone: (559) 638-2244

(Space below for use of County Clerk only)

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO

Notice of Public Hearing

CASE NO.

DECLARATION OF PUBLICATION  
(2018.5 C.C.P.)

STATE OF CALIFORNIA

County of Fresno

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the REEDLEY EXPONENT, a newspaper of general circulation, printed and published in the City of Reedley, County of Fresno, and which newspaper has been adjudged a newspaper of general circulation by the superior court of the County of Fresno, State of California, under the date of July 1, 1952, Case Number 867614; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

January 4, 2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

on January 4, 2018.

*Matthew J. L. Cook*

### CITY OF REEDLEY COMMUNITY DEVELOPMENT DEPARTMENT NOTICE OF PUBLIC HEARING Environmental Assessment No. 2018-1 & Conditional Use Permit Application No. 2018-1

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code; and, pursuant to the procedures of Title 10 of the Reedley Municipal Code, the Reedley Planning Commission will conduct a public hearing to consider Conditional Use Permit Application No. 2018-1. The Planning Commission will consider the following:

1. **Environmental Assessment No. 2018-1:** Recommend that the project is exempt from the California Environmental Quality Act, pursuant to Sections 15301 (Class 1/Existing Facilities), 15303 (Class 3/ New Construction or Conversion of Small Structures), 16304 (Class 4/Minor Alterations to Land) and 16311 (Class 11/Accessory Structures) of the California Environmental Quality Act (CEQA) Guidelines.
2. **Conditional Use Permit Application No. 2018-1:** Recommend that the Planning Commission approve the placement of a temporary emergency housing facility at 1697 W. Huntsman Avenue.

#### REEDLEY PLANNING COMMISSION

Date: Thursday, January 18, 2018

Time: 5:00 p.m., or thereafter

Place: City Hall Council Chamber

845 "G" Street, Reedley, CA 93654

Any interested person may appear at the public hearing and present written testimony, or speak in favor of or against the project/proposal. If you challenge the above applications in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the Reedley Planning Commission at or prior to the public hearing.

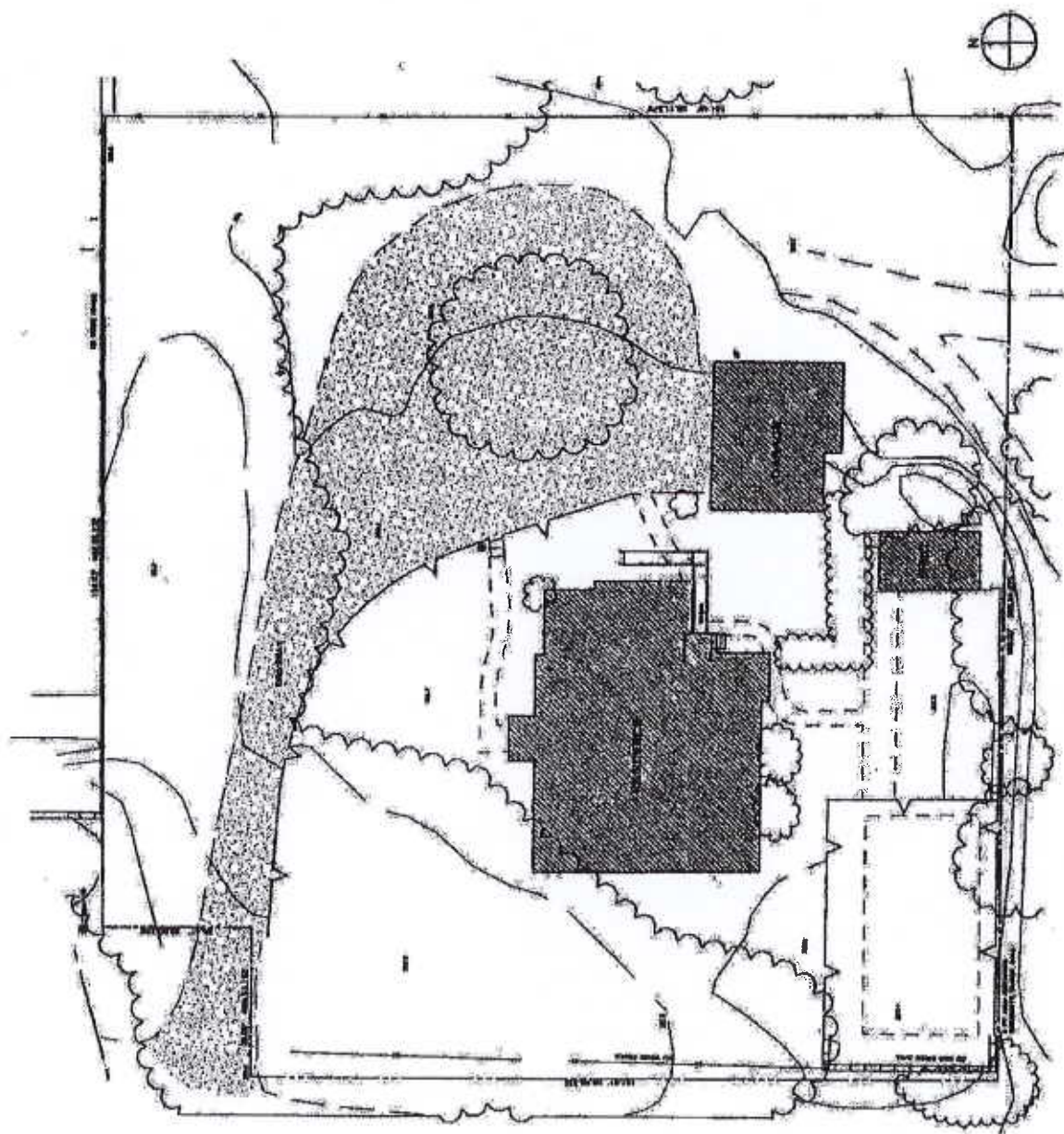
NOTE: Government Code Section 65091 (Planning and Zoning Law) requires that this notice be sent to owners of property within 300 feet of the subject property. The City of Reedley, Community Development Department has mailed this notice to the property owners within at least 350 feet of the project.

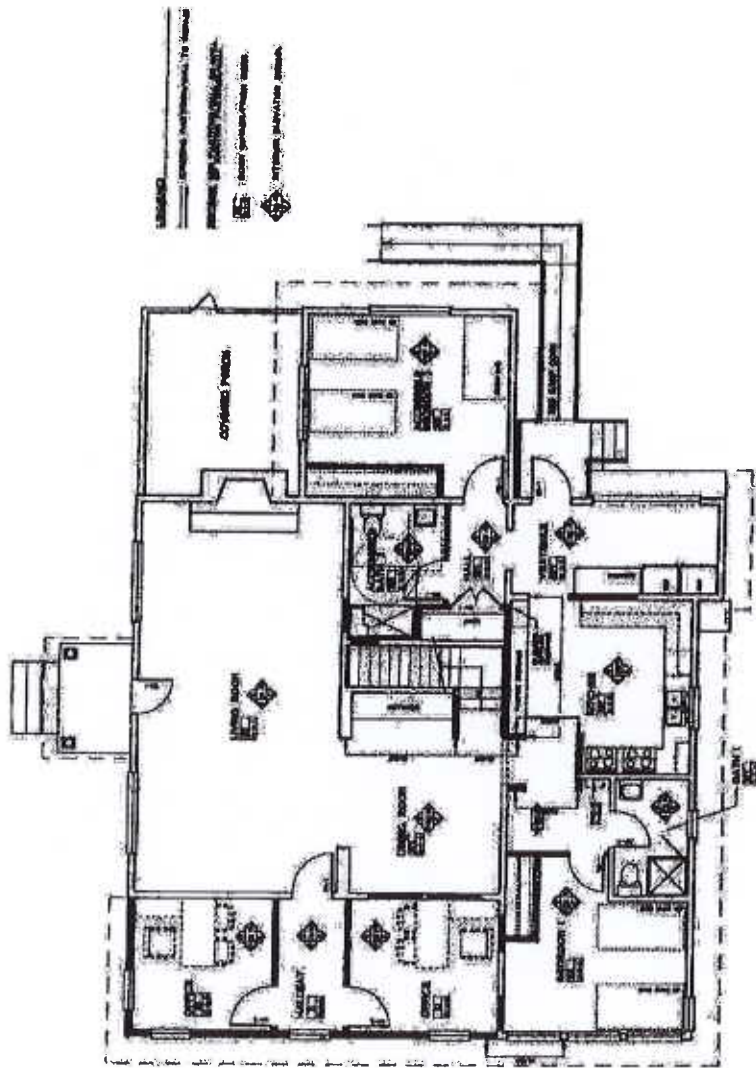
Additional information on the proposed application, including the environmental assessment, are available for public review and may be obtained from the Community Development Department, 1739 Ninth Street, Reedley, California 93654. Please contact Rob Terry, Director, at (559) 637-4200, ext. 286, or by email at [rob.terry@reedley.ca.gov](mailto:rob.terry@reedley.ca.gov) for more information.

Assessor's Parcel Number: 385-180-73

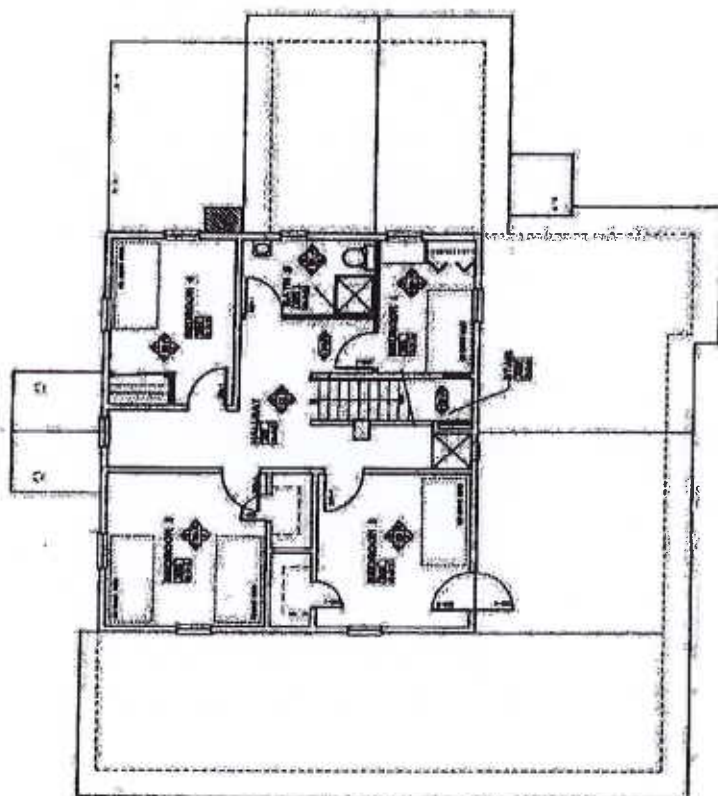
January 4, 2018







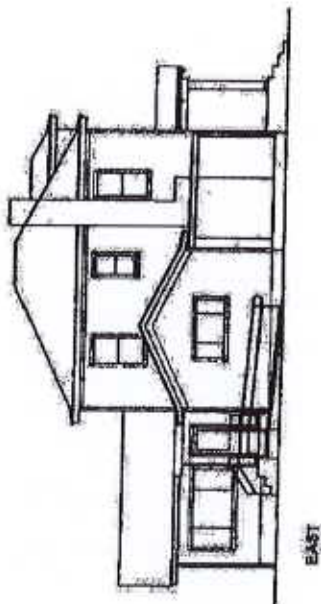
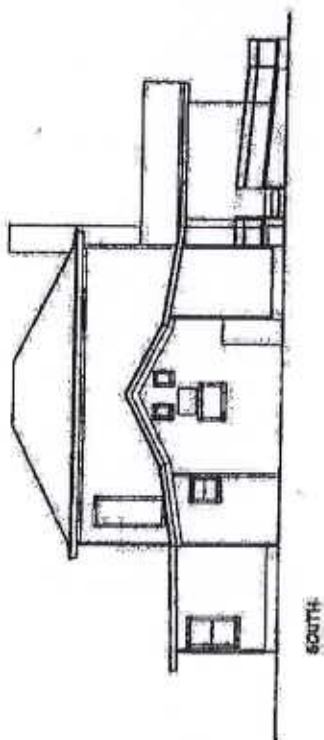
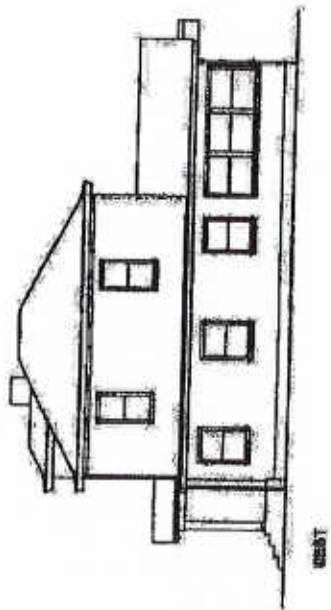
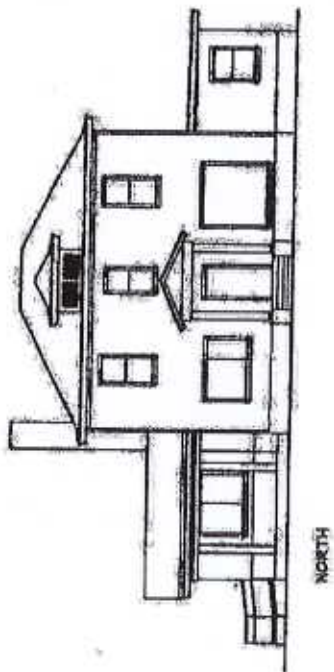
STAIRS (UP/DOWN) (WHEELCHAIR ACCESSIBLE)



North arrow - pointing North

Legend:  
 - Office furniture, etc.  
 - Stairs  
 - Kitchen  
 - Bathroom  
 - Storage  
 - Reception  
 - Office







# City of Reedley

Police Department

October 6, 2017

Attn: Derk Symons  
California Department of Finance  
915 "L" Street  
Sacramento, CA 95814-3706

Dear Mr. Symons,

On behalf of the City of Reedley I would like to extend my sincere gratitude for your assistance throughout the process of this grant application. As we have worked through the public process, we have encountered a number of community concerns which we are continually addressing. In an effort to garner a successful project, and always with the intent to operate in a transparent and open manner, we are requesting that the management committee associated with the administration of this grant review and consider the following items:

Regarding the initial application submitted, the City of Reedley Police Department requests the following items be modified for greater clarity:

1. Question #4

- a. Initial Response: The facility will serve criminal offenders who have been thoroughly vetted, considered high risk, and have families that are in need of transitional housing and services.
- b. *Amended Response: Although the facility may serve the families of criminal offenders who are incarcerated or are considered high-risk, the facility will not serve criminals being released from incarceration (re-entry) or those currently on parole or other supervised release. In addition, a prior offender who has been convicted of a violent or sexually related crime will not be considered.*

2. Question #9a

- a. Initial Response: The facility will primarily serve victims of abuse or violent crime, families who are in immediate need of transitional housing due to incarceration of a family member and potentially the re-entry of criminal offenders who have gone through a vetting process to ensure they do not pose a threat to other members of the facility.
- b. *Amended Response: As referenced in Question #4, the facility will not serve criminals being released from incarceration (re-entry) or those currently on*

*parole or other supervised release. In addition, a prior offender who has been convicted of a violent or sexually related crime will not be considered.*

Regarding the Conditional Use Permit, in cooperative agreement with the applicant, Mr. Ken Baker of Hope Now Ministries, the original Conditional Use Permit application has been withdrawn. The purpose for this cooperative withdrawal is to allow for the continued facilitation of community coordination, in the hope of addressing many of the concerns brought forth by members of the community during the public process, which would not be permitted should the process remain on its current schedule.

The City of Reedley and Hope Now Ministries are committed to making this home possible, and understand the vital nature of having community members engaged in the process and in support of its operations. As such, staff members have been, and will continually be, working with the community to address concerns and further prepare for operations that will provide this community with services and resources this grant seeks to provide. The needed time to address these concerns goes beyond the time indicated for grant acceptance within the award letter originally provided to the City, for which we are requesting an extension in order to complete a thorough and responsible public process. It is our intention to work with the applicant to resubmit a CUP application within 45 days of the date of this letter, following an extensive public outreach campaign of which we have already begun.

It is our sincere hope that the committee will allow the City of Reedley the appropriate amount of time to address these concerns, and the flexibility to yield an even stronger program, in collaboration with you. Again, we sincerely thank you for your assistance, and look forward to the feedback provided by the management committee in response to this request.

Respectfully,

*Joe Garza*

Jose L. Garza  
Chief of Police



## **CITY OF REEDLEY LEASE AGREEMENT**

This lease (the "Lease") is entered into as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by the CITY OF REEDLEY, a California municipal corporation (the "City"), and HOPE NOW MINISTRIES, a non-profit organization (the "Lessee"), with respect to the following facts:

### RECITALS

A. The City is the owner of real property and a dwelling known as the Olson House, located at 1697 W. Huntsman Avenue, Reedley, California (the "Premises"). The Premises are not currently being used by the City for a public purpose.

B. The Lessee has asked to lease the Premises from the City, to rehabilitate the Premises and to use the Premises to operate FAITH House, a non-profit facility ("Facility") to provide temporary housing assistance to families who have been displaced by an emergency, tragedy, job loss, or other such circumstance. At no time will the premises operate as a half-way house, a drug rehab facility, an offender release facility, or an open homeless shelter. Sex offenders, active parolees or single males are not to be permitted under any circumstance.

C. The City has been identified as an approved applicant for the Community-Based Transitional Housing Program funded through the State of California Department of Finance ("DOF") for an amount not to exceed \$560,000.00 (the "Grant") to pay for rehabilitation and repair/renovation of the Premises, as well as operation of the Facility. As a condition of the Grant, the Lessee must obtain a conditional use permit which specifies the right to operate the Facility on the Premises for at least 10-years.

D. The City Council has found that leasing the Premises to Lessee, on the terms and for the purpose described in this Lease and the Grant, will substantially promote the public interests of the City and the health, safety and welfare of the people of the City and the State of California (the "State"), in that (i) the Premises are not needed for any other present or prospective public use during the initial Lease term, (ii) this Lease will cause rehabilitation, repair and renovation of City-owned residential property without expenditure of City funds, and (iii) this Lease will make allow for an important social service facility to become available to Reedley residents within their community.

THEREFORE, in consideration of the foregoing and the mutual agreements and covenants herein, the City and the Lessee agree as follows:

## AGREEMENT

Section 1. The City hereby leases to the Lessee, and the Lessee hereby leases from the City, the Premises described in Exhibit A, including the Olson House and other structures, fixtures and improvements thereon. Exhibit A is attached to and incorporated in this Lease.

Section 2. (a) Unless terminated earlier as provided in paragraph 3(b), Section 14 or Section 15 below, the initial term of the Lease shall commence on the Effective Date and shall end 10 years after either (i) the date the "Project" (defined in Section 6) is completed in accordance with the Grant, or (ii) 18 months after the Effective Date, whichever occurs first. The parties may agree to extend the Lease term for an additional 10 years on mutually-agreed terms and conditions (including base and additional rent). At least 18 months before the end of the initial Lease term, authorized representatives of the Lessor and the Lessee will confer to determine if the Lease term will be extended. If the parties want to consider extending the Lease term, they will use good faith efforts to agree on the terms and conditions of the extension at least one year before the end of the initial Lease term. However, neither party is obligated to agree to an extension. As used in this Lease, "Lease term" will mean the initial and, if applicable, extended Lease term.

(b) Within 30 days after expiration or termination of the Lease term for any reason, the Lessee shall vacate the Premises and surrender it to the City in the same condition as the Premises will be in on the date the Project described in Section 6 is completed; reasonable wear, tear and damage by an Act of God excepted. Except for the Project improvements described in Section 6, and except as expressly agreed otherwise by the City, prior to vacating the Premises the Lessee shall remove any personal property and materials, including without limitation any security systems and features placed on the Premises by the Lessee. The Lessee shall promptly repair or otherwise remedy, at its own expense, any damage to the Premises caused by such removal.

(c) If the Lease term is not extended and the Lessee fails to vacate the Premises on expiration or termination of the initial Lease term, the Lessee's continued occupation of the Premises shall be deemed a month-to-month tenancy governed by all the terms of this Lease, except that the base rent specified in paragraph 3(a) shall be automatically increased to \$1,000.00 a month, due and payable by the Lessee, in advance, on the first day of each calendar month during the Lessee's continued occupancy of the Premises. The parties acknowledge that the amount of this increase in base rent represents their mutual estimate of fair rental value of the Premises and that it is not intended to be a penalty or liquidated damages.

Nothing in this paragraph 2(c) shall impair or limit any other rights or remedies of the City under this Lease or at law for the Lessee's failure to vacate the Premises, including without limitation an action for unlawful detainer.

Section 3. (a) Subject to paragraph 2(c), the Lessee shall pay the City base rent of One Dollar (\$1.00) for each year or portion of a year during the initial Lease term during which the Lessee is using the Premises as identified in Section 6 of this agreement.

(b) Without limiting any other rights or remedies of the City, if the Lessee abandons the Premises prior to the end of the Lease term or devotes the Premises to any use other than those specifically identified within this Lease, the base rent for each year or portion of a year in the remaining Lease term shall be modified to the then current market rental rate within the Reedley area for similarly situated property, as determined by the City in its reasonable discretion.

(c) Each installment of base rent determined under paragraph 3(a) or 3(b) shall be due and payable on January 1 of each year during the initial Lease term and shall be made to the City at its offices at 845 G Street, Reedley, California 93654-2696. The first base rent installment shall be due and payable on the Effective Date.

Section 4. In addition to base rent determined under paragraphs 3(a), 3(b) or 2(c), as applicable, the Lessee shall pay when due, as additional rent, all taxes (including without limitation possessory interest tax on the Lessee's interest under this Lease), assessments (including without limitation assessments based on benefit the Premises will receive from a public improvement, facility or service) and other charges of any description levied or assessed during the Lessee's occupancy by any governmental entity (including the City) on or against the Premises, any interest in the Premises, the Olson House or any other improvements, fixtures or other property on the Premises. The Lessee shall indemnify, hold harmless and defend the City and the Premises from all such taxes, assessments and charges, from any and all interest or penalties thereon, and from any all proceedings to collect such taxes, assessments or charges.

Section 5. Also as additional rent, the Lessee shall pay or cause to be paid when due, and shall indemnify, hold harmless and defend the City and the Premises from, any and all charges for furnishing gas, water, electricity, telephone or telecommunication service, refuse collection and disposal, and other public utilities to the Premises during the Lessee's occupancy.



Section 6. (a) The Lessee shall use the Premises only to operate a non-profit facility to provide temporary housing assistance to families who have been displaced by an emergency, tragedy, job loss, or other such circumstance as described in this Lease and the Grant.

(b) As part of the use permitted under this Lease, the Lessee shall timely coordinate and/or undertake all steps necessary to rehabilitate, repair and renovate the Olson House and other portions of Premises for use associated with the Project. The Project will be constructed and completed in accordance with this Lease, the Grant, the memorandum of understanding, the conditional use permit, site plan and other development entitlements and permits described in Section 8, and all applicable federal, State and local laws, ordinances, regulations and standards. The Project will include all exterior and interior rehabilitation and repair work and on-site and off-site improvements required by such laws, ordinances, regulations or standards, including the City's Zoning Code.

The Lessee shall coordinate, pay or otherwise be responsible for all direct and indirect costs in connection with the Project, including all work and improvements, development and building fees, architecture and engineering, insurance, interim financing (if any), and other items necessary or appropriate to complete the Project in accordance with the Grant and this Lease.

(c) Without limiting its obligations under the Grant, the Lessee shall cause the Project to be done and completed in accordance with all building plans as approved by the City. In addition to, and without limitation on permits or other approvals required under the State Agreement or federal, State or local law, ordinance or regulation, the Lessee and its employees and contractors shall not commence any work on the Project until the building plans for the Project have been reviewed and approved by the City.

(d) The Lessee shall commence and complete the Project within the times specified in the Grant and within this Lease.

(e) The Lessee shall give the City at least 10 days' notice before starting any Project or other work on the Premises during the Lease term or delivery of materials to the Premises in connection with such work. The City will have the right to post and maintain on the Premises and to record notice(s) of non-responsibility for such work or materials under California Civil Code § 3094 (or any successor thereto).

(f) Upon termination or expiration of the Lease term, all improvements, fixtures, alterations and additions made on or to the Premises as part of the Project shall remain

on the Premises and become the property of the City. On request by the City, the Lessee shall promptly execute and deliver any documents the City deems necessary to evidence the City's ownership.

(g) At all times throughout the Lease term, Lessee shall maintain an active Memorandum of Understanding (MOU) with the City, detailing the process by which parties admitted into the Facility are identified, vetted and/or permitted. At any time, and with agreeance of both the City and the Lessee, the MOU may be amended, updated or otherwise adjusted without impact to this Lease. Failure to enter into, and properly maintain, an MOU may result in the termination of this Lease agreement.

Section 7. The Lessee shall not use or permit use of the Premises, the Olson House or any portion thereof in any manner or for any purpose that violates any applicable federal, State, county or local law, ordinance, regulation or standard now or hereafter in effect, including without limitation the City's Zoning Code. The Lessee shall not maintain, cause or permit any nuisance (as now or hereafter defined by applicable statutory or decisional law) on or in the Premises, the Olson House or any portion thereof.

Section 8. In order to complete the Project and conduct, operate and maintain the Premises as a temporary housing assistance facility as permitted by this Lease and the State grant, the Lessee is required to and shall obtain a conditional use permit from the City, as well as other development entitlements and permits from the City or other public agencies, as appropriate. The Lessee will be responsible for all costs and expenses to apply for and obtain such entitlements and permits. On request by the Lessee, the City will sign any application, authorization or other document as the owner of the Premises that may be necessary to apply for any development entitlement or permit. However, nothing in this Section 8 shall limit or otherwise affect the rights of the City or any other public agency to approve, deny or modify, in its discretion, any such entitlement or permit.

Section 9. At all times during the Lease term, the Lessee, at the Lessee's cost and expense, shall maintain the Premises, the Olson House and all other improvements and facilities now or hereafter on or appurtenant to the Premises in good repair and in a safe, clean, orderly and attractive condition and in compliance with applicable federal, State and local laws, ordinances and standards.

Section 10. At all times during the Lease term, the Lessee, at the Lessee's cost and expense, shall:

(a) Make all alterations, additions or repairs to the Premises, the Olson House and the other structures, improvements or facilities on or appurtenant to the Premises required by any applicable federal, State or local law, ordinance, regulation or standard.

(b) Comply with all federal, State and local laws, ordinances, regulations or standards at any time affecting the Premises, the Olson House or the other structures, improvements or facilities on or appurtenant to the Premises.

(c) Without limiting Section 12, indemnify, hold harmless and defend the City and its council, commissions, boards, officials, officers, employees and duly authorized volunteers from any and all loss, liability, damages, fines, penalties, claims or actions of any nature resulting from the Lessee's failure to comply with the requirements of this Section 10.

Section 11. (a) The City retains the right, and the Lessee shall permit the City and the City's employees, contractors, agents or representatives, to enter the Premises at any time for the purpose of inspecting, maintaining, repairing or replacing all water, sewer and other public utility improvements located in, on or under the Premises.

(b) In addition to paragraph 11(a), the Lessee shall permit the City and its employees, contractors, agents or representatives to enter the Premises at all reasonable times, on at least 24 hours' prior notice, for the purpose of (i) inspecting the Premises, including the Olson House, to determine whether the Lessee is complying with the terms of this Lease, or (ii) doing anything else that may be necessary to protect the City's interest in the Premises, including the Olson House, or this Lease.

Section 12. The Lessee shall indemnify, hold harmless and defend the City and its council, commissions, boards, officials, officers, employees and duly authorized volunteers from any and all loss, liability, costs or damages of any nature (whether in contract, statute, tort or strict liability, including without limitation death at any time, personal injury and property damage), and from any and all claims or actions in law or equity (including attorneys' fees, court costs and litigation expenses), arising directly or indirectly out of:

(a) the death or injury of any person, including the Lessee and any of its officers, employees, contractors, residents, invitees, clients and agents, or damage to or destruction of any property, including property owned by the Lessee or any of its officers, employees, contractors, residents, invitees, clients or agents, (i) while such person or property



is in or on the Premises or in any way connected with the Premises, the Olson House or any other structures, improvements or facilities on or appurtenant to the Premises; or (ii) caused or allegedly caused by the condition of the Premises, the Olson House or any other structures, improvements or facilities on or appurtenant to the Premises, or by any act or omission of the Lessee or any other person in, on or about the Premises with or without the permission or consent of the Lessee; or

(b) any work performed on the Premises by the Lessee or any of its officers, employees, contractors or agents, including but not limited to the Project as described in Section 6; or

(c) the Lessee's violation of or failure to perform any provision of this Lease, the State Agreement or any federal, State or local law, ordinance, regulation or standard applicable to the Lessee, the Premises or the Lessee's use of the Premises; or

(d) presence, use, generation, storage, release, threatened release, disposal, or discharge of any hazardous materials by the Lessee or any other person or entity on, in or under the Premises during the Lease term, including any clean-up thereof. For purposes of this Lease, the term "hazardous materials" shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 USC §§ 9601-9675); the Hazardous Materials Transportation Act, as amended (49 USC §§ 1801-1819); the Resource Conservation and Recovery Act of 1976, as amended (42 USC §§ 6901-6992k); and any substance defined as "hazardous waste" in California Health & Safety Code § 25117, as "extremely hazardous waste" in California Health & Safety Code § 25115 or as "hazardous substance" in California Health & Safety Code § 25316; and in the regulations adopted and/or amended and publications issued under any of these laws, current as of the Effective Date of this Lease.

The foregoing provisions shall not apply to any loss, liability, costs, damages, claims or actions caused solely by the active negligence or willful misconduct of the City, or to any use, generation, storage, release, threatened release, disposal, discharge of any hazardous materials on, in or under the Premises by any person or entity other than the Lessee prior to the Effective Date of this Lease (including any clean-up thereof whether before or after the Effective Date).

Section 13. Within 10 days after the Effective Date, the Lessee shall, at its own expense, obtain and maintain during the Lease term a broad form comprehensive coverage policy of public

liability insurance, issued by a corporation authorized to do insurance business in California, insuring the Lessee and the City against loss or liability caused by or connected with the Lessee's occupation or use of the Premises or the operation, maintenance or improvement of the emergency shelter. The insurance must be in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury, death, personal injury and property damage. The insurance policy shall be in a form reasonably satisfactory to the City, shall name the City and its officials, officers and employees as additional insureds, and shall contain an endorsement to the effect that the policy will not be canceled or materially altered without at least 10 days' prior written notice to the City. Promptly upon obtaining such policy or any renewal or replacement thereof, the Lessee shall deliver to the City a certificate evidencing such policy, executed by the insurance company or its authorized agent.

Section 14. The Lessee shall not assign, sublease, encumber by deed of trust or otherwise (including without limitation any encumbrance in connection with financing of the Project or any other work or use on the Premises), or otherwise transfer any right or interest under this Lease or in the Premises, without the prior written consent of the City. The City will not withhold consent unreasonably. However, the City will not be required to consent to an assignment, sublease, encumbrance or transfer for any purpose other than the uses on the Premises permitted by this Lease and the State Grant. An attempted assignment, sublease or other transfer without the City's consent will be void and will, at the City's option, terminate this Lease. The City's consent to one assignment, sublease or other transfer shall not be deemed consent to any other.

Section 15. (a) If the Lessee breaches this Lease and abandons the Premises prior to the end of the Lease term specified in Section 2 above, the City may continue the Lease in effect by not terminating the Lessee's right to possession of the Premises. In that event, the City will be entitled to enforce all of its rights and remedies under this Lease, including without limitation the right to recover the base rent under the Lease as it becomes due at the fair market rental rate specified in paragraph 3(b).

(b) If the Lessee fails to perform any covenant, condition or agreement in this Lease and does not remedy the failure within (i) five days, if it is failure to pay rent or other amounts required by the Lease when due, or (ii) 30 days after written notice from the City, if it is failure to perform any nonmonetary covenant, condition or agreement, then the Lessee shall be in default under this Lease. In that event, the City shall have the right to terminate this Lease and:

(1) Pursue an action to recover from the Lessee (i) the worth at the time of award of the unpaid rent which had been earned at the time of the termination of the

Lease, (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned at the fair market rental rate described in paragraph 3(b) after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided, (iii) the worth at the time of award of the amount by which the unpaid rent at the fair market rental rate described in paragraph 3(b) for the balance of the Lease term after the time of award exceeds the amount of rental loss that the Lessee proves could be reasonably avoided, and (iv) any other amount necessary to compensate the City for all detriment caused by the Lessee's default; and

(2) In addition to or instead of the action described in (1) above, pursue an action under California unlawful detainer law to reenter and regain possession of the Premises.

(c) If the Lessee becomes insolvent as defined in this paragraph 15(c), the City may, by giving 10 days' notice to the Lessee or to the person appointed to manage the Lessee's affairs at the address for such person appearing in the official records of the court that appointed him, terminate this Lease and forfeit the Lessee's interest in the Premises. For purposes of this paragraph, the Lessee will be conclusively presumed to be insolvent if the Lessee (i) has a receiver appointed to take possession of all or substantially all of the Lessee's property because of insolvency, (ii) files or has filed against it a petition in bankruptcy under federal bankruptcy law, or under any other federal or State law relating to bankruptcy, insolvency or relief of debtors, and the petition is not withdrawn or lifted within 60 days after filing, (iii) makes a general assignment for the benefit of creditors, or (iv) allows any judgment in excess of \$50,000.00 against it to remain unsatisfied and un-bonded for 30 days.

(d) The City's remedies in this Section 15 are cumulative and in addition to all other remedies allowed under law or elsewhere in this Lease. The City's pursuit of any one remedy will not be deemed an election of remedies.

(e) A breach or default of any provision of this Lease by the Lessee will not be deemed waived by the City unless the waiver is written and signed by an authorized representative of the City. The City's waiver of any breach or default will not be deemed a waiver of any other or later breach or default of the same or any other provision.

Section 16. If either party commences legal action or arbitration to enforce or interpret any provisions of this Lease, the prevailing party in such action or arbitration shall be entitled to



recover from the losing party reasonable attorneys' fees, court costs and legal expenses in the amounts determined by the court or tribunal having jurisdiction.

Section 17. All notices in connection with this Lease shall be in writing and shall be given by personal delivery or first-class U.S. mail, postage prepaid, to each party at its respective address below:

To the City:

City of Reedley  
1717 9<sup>th</sup> Street  
Reedley, CA 93654  
Attn: City Manager

To the Lessee:

Hope Now Ministries  
.....  
.....  
Attn: Executive Director

Notice given by personal delivery shall be effective upon delivery; notice given by mail shall be effective upon receipt or three days after the postmark date, whichever is earlier.

Section 18. This Lease will be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties will be determined, according to California law.

Section 19. Subject to Section 14 above, this Lease will bind and benefit the Lessee, the City and their respective successors, assigns, transferees, heirs, executors and administrators.

\* \* \* \* \*

Each party represents that this Lease has been executed as of the Effective Date by its duly authorized representative(s).

**City:**  
City of Reedley

**Lessee:**  
Hope Now Ministries, a California  
nonprofit corporation

\_\_\_\_\_  
Nicole R. Zieba, City Manager

\_\_\_\_\_  
Ken Baker, Executive Director

ATTEST:

\_\_\_\_\_  
Sylvia Plata, City Clerk

**Memorandum of Understanding  
Between the City of Reedley and Hope Now Ministries for  
Operation of the FAITH House at 1697 W. Olsen Ave**

This Memorandum of Understanding (Agreement) is entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_, by and between the City of Reedley, a municipal corporation, ("City"), and Hope Now Ministries, a non-profit organization currently operating under the Heritage Church of God 501c3 ("Hope Now").

**WITNESS**

**WHEREAS**, the City of Reedley (City) owns the facility located at 1697 W Huntsman Ave Reedley, CA 93654; and

**WHEREAS**, the City has been approached by Hope Now Ministries (Hope Now) regarding the operation of a non-profit, community-based temporary living facility; and

**WHEREAS**, the facility served as the Marjorie Mason Center from 2003-2016; and

**WHEREAS**, the facility has the necessary amenities to accommodate the proposed use; and

**WHEREAS**, the City desires to place additional amenities and upgrades to improve the facility and address adjacent community concerns, including privacy, security and safety; and

**WHEREAS**, the City and Hope Now have a collective desire to ensure that those served within this facility are properly vetted for the safety and wellbeing of tenants, staff and the community in general; and

**WHEREAS**, the City applied for, and has been identified as an awardee for, a Community-Based Transitional Housing Grant administered through the California Department of Finance to support the proposed services; and

**WHEREAS**, on \_\_\_\_, 20\_\_, the City Council of the City of Reedley authorized the City Manager to enter into a Lease Agreement with Hope Now regarding the operation of a non-profit, community-based temporary living facility at 1697 W Huntsman Ave.

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

**1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS**

City Representative: Nicole R. Zieba, City Manager  
City of Reedley  
1717 Ninth Street  
Reedley, CA 93654  
Tel: (559) 637-4200 x. 212

Hope Now Representative: Ken Baker, Director  
Hope Now Ministries  
Address  
Tel: (559)

## 2. ROLES, CONTRIBUTIONS AND RESPONSIBILITIES

### A. City will:

- Maintain oversight and reporting of the grant, as per grant guidelines and regulations entered into with the Department of Finance.
- Maintain oversight of the Vetting and Application Process (attached herein as Exhibit A) each proposed tenant must go through before admission to the facility can be granted.
- Complete the improvements and upgrades as shown on the attached Exhibit B, intended to improve the facility and address adjacent community concerns, including privacy, security and safety. As the property owner, the City reserves the right to update, adjust, and/or otherwise amend Exhibit B at any time, in an effort to better address needs and concerns.
- Record this Agreement with the Fresno County Clerk.

### B. Hope Now will:

- Facilitate the Vetting and Application Process overseen by the City, understanding that the City maintains the final approval for admission of any and all tenants, employees or visitors to the site.
- Provide the City with any and all information requested to facilitate the appropriate reporting of grant and facility activities. Requests for such information will be accommodated in a timely manner, never to exceed thirty days from the date of official request.
- Maintain the facility in line with the Lease Agreement at all times.

### C. The Parties May Collectively:

- Any of the terms within this Agreement or its Exhibit's which do not fall under the specifics of the Grant Agreement held with the State or under the Lease Agreement, may be amended with the approval of both the City Council and the Hope Now Board. Should any amendments be approved, the City will record the amended Agreement with the Fresno County Clerk following approval from both parties.

## 3. PERFORMANCE STANDARDS

The City agrees that they will, at all times, faithfully, industriously, and to the best of their ability, perform the duties and functions that are required under this Agreement; and will honor the current and valid Lease Agreement entered into with Hope Now for operation of the facility.

Hope Now agrees that they will, at all times, faithfully, industriously, and to the best of their ability, perform the duties and functions that are required under this Agreement; as well as any Lease Agreement entered into with the City for operation of the facility.

## 4. EFFECTIVENESS, DURATION AND TERMINATION

This Agreement shall be effective as of the date first written above, and shall remain in effect for an initial term running through three (3) years from the date first written above. Should any of the



obligations set forth under section 2 of this Agreement be unfulfilled by Hope Now during this time, City shall have the right to renegotiate its obligations under this Agreement, including the amount of any reimbursable costs associated with the facility or the renegotiation.

#### 5. RECORDKEEPING AND PERFORMANCE DATA

Each party shall keep and maintain proper records and documentation sufficient to substantiate its contributions hereunder, and shall make such available for review and audit during normal operating hours upon the reasonable written request of the other party for a period of three (3) years following expiration or earlier termination of this Agreement.

#### 6. CAPACITY OF CITY AND THE CENTER

Each party is acting in an independent capacity. Nothing in this Agreement and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship, jointly and severally.

In addition and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, workers' compensation insurance, benefits and all other regulations governing such matters. Personnel supplied by City will not for any purpose be considered employees or agents of Hope Now. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable. Conversely, personnel supplied by Hope Now will not for any purpose be considered employees or agents of the City. Hope Now assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable.

The City and Hope Now agree and acknowledge that their relationship is strictly and solely independent of one another. The City's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by Hope Now. Hope Now agrees and acknowledges that their employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by the City.

The parties further agree and acknowledge that each party is solely responsible for determining the method and means by which it will fulfill its obligations hereunder. Each shall be solely responsible for payment of all bills, use, or other taxes and/or fees assessed against or associated with the performance of each party's respective obligations or on the exercise of their rights under this Agreement, including without limitation income, payroll or employment-related taxes and payments.

Neither party shall engage any person or entity to serve in any capacity, or incur any expense or obligation on behalf of the other without the prior written consent of both parties.

#### 7. INDEMNIFICATION

Hope Now shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Hope Now, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of Hope Now or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

This section shall survive termination or expiration of this Agreement.

#### 8. ATTORNEY'S FEES

If a party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its/their reasonable attorney's fees and legal expenses.

#### 9. BINDING

Once this Agreement is signed by all the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives. The terms and conditions of this Agreement, express or implied, exist only for the benefit of the parties to this Agreement and their respective successors and assigns. No other person or entity will be deemed to be a third party beneficiary of this Agreement.

#### 10. ASSIGNMENT

There shall be no assignment by any party of its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

#### 11. WAIVER

The waiver by any party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and approved by and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

No action or omission by either party shall constitute a breach of this Agreement unless the injured party first notifies the other party of the purported breach in writing setting forth the alleged breach or default and said party does not cure the same within a reasonable period of time. The payment of any fee or compensation or performance of any obligation hereunder by either party shall not constitute a waiver of any breach by the other party or of any of the rights and remedies which either party may have as a result of such breach. No waiver by either party of breach of the Agreement shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

## 12. GOVERNING LAW AND VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

## 13. HEADINGS

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

## 14. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

## 15. INTERPRETATION

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

## 16. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to the other party, and agrees that it has the full power and authority to enter into this Agreement and perform each of its obligations hereunder, and it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement.

## 17. ENTIRE AGREEMENT

It is mutually understood and agreed that the foregoing constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement must be in writing signed by an authorized agent of each party, in accordance with Section 2C of this Agreement.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:



CITY OF REEDLEY,  
a municipal corporation

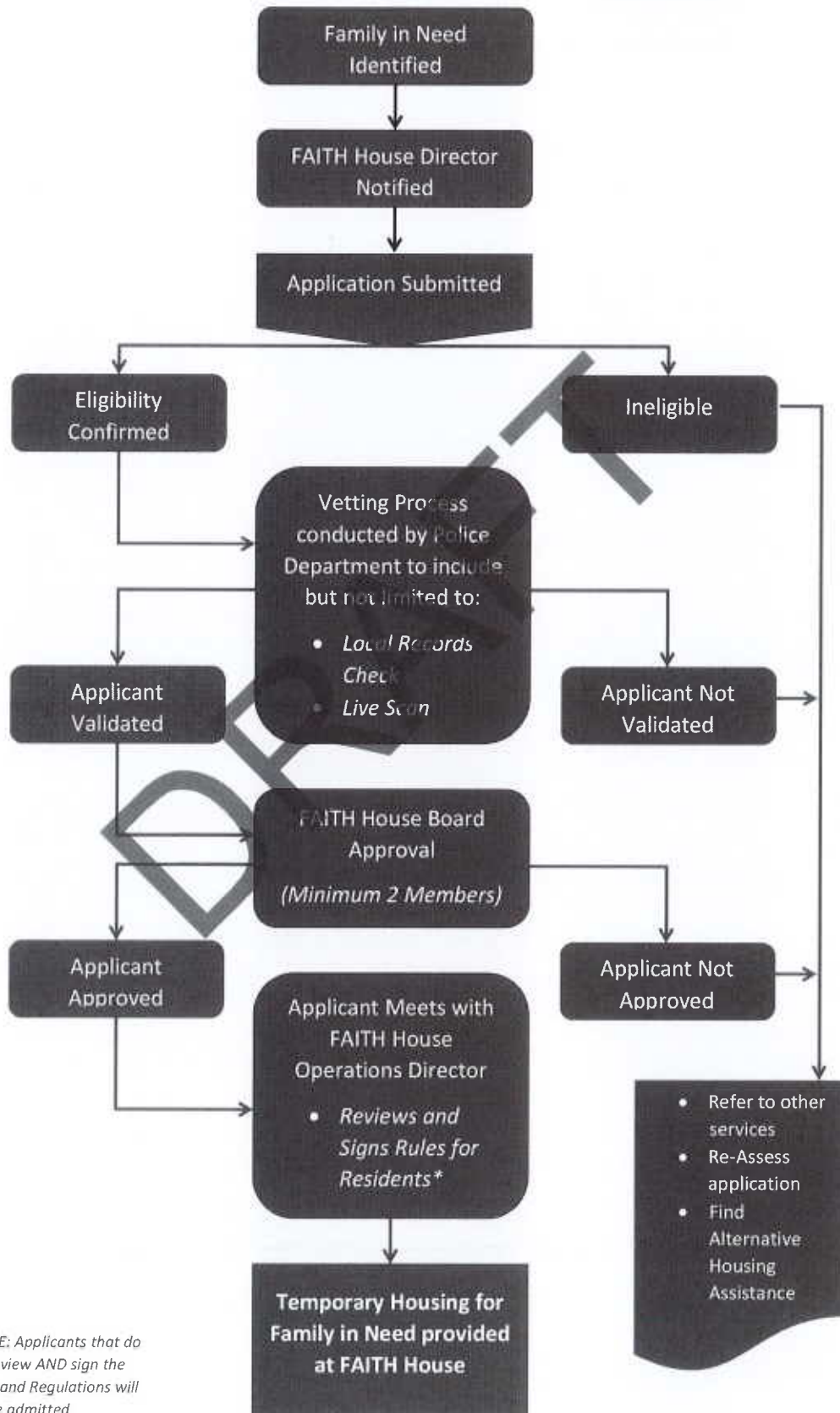
By: \_\_\_\_\_  
Nicole R. Zieba, City Manager

HOPE NOW MINISTRIES  
a non-profit organization operating under the 501c3 of Reedley Heritage Church of God

By: \_\_\_\_\_  
Ken Baker, Director

DRAFT

# Application and Vetting Process Flowchart



\*NOTE: Applicants that do not review AND sign the Rules and Regulations will not be admitted.

## Exhibit B - FAITH House Repair and Renovation

Priority 1 items are those that need to be completed for public health & safety, security, or considered critical for operations.

Priority 2 items are those additional amenities that could improve the site given sufficient grant funds, donations, sweat equity, etc.

### Priority Building Exterior

- 1 Pest Fumigation (Tent building), if needed
- 1 Roof Evaluation
- 1 Full exterior paint & dry rot repair
- 1 Exterior lighting upgrades (LED floods)
- 2 Rain gutter install over front walkway and other areas prone to erosion

### Building Interior

- 1 Fire Sprinkler Evaluation / Fire Extinguishers
- 1 Electrical system evaluation
- 1 A/C Systems evaluation
- 1 Floor to ceiling window in entry way requires metal guardrail
- 1 2nd floor extra support
- 2 Matson Alarm evaluation
- 2 Full interior paint
- 2 Convert fireplace to gas insert
- 2 Installation of industrial carpeting
- 2 Purchase (1) full size refrigerator & (1) full-size freezer
- 2 (2) new electric stoves
- 2 Cut in (install) a dishwasher
- 2 Closet door guides
- 2 Window coverings
- 2 Ceiling fans install

### Energy Efficiency

- 2 Tankless Water Heater(s)
- 2 Solar Installation
- 2 Windows

### Landscaping/Hardscape

- 1 Large pine tree removal by front gate
- 1 Removal of trees along south wall planted outside fence line (existing root damage)
- 1 Irrigation system evaluation
- 1 Landscape/tree buffer area bordering neighborhood (irrigation valves present)
- 1 Replace broken lantern by parking lot
- 1 Parking lot repave and expansion for additional parking stalls
- 2 Artificial Turf in front area / cap any existing irrigation in area
- 2 Extend pedestrian gate walkway to porch
- 2 Enclose backyard by constructing new fence by porch walkway and another by back buildings
- 2 Shade sail over existing play structure
- 2 Remove tetherball and place picnic table on pad

### Perimeter

- 1 8 ft blocklight stucco wall bordering (facing) neighborhood
- 1 Trash Enclosure repair
- 1 Automatic Gate Replacement
- 1 Repair pedestrian gate
- 1 Install perimeter cameras (4-5)
- 1 Add lighting to gate area



# FAITH House Fact Sheet



## **What is FAITH House?**

FAITH House is a proposed non-profit operation to provide temporary housing assistance to families who have been displaced by an emergency, tragedy, job loss, or other such circumstance. The proposed location (1697 W Huntsman Ave) previously served as the Marjorie Mason Center from 2003-2016.

## **Who is proposing to operate FAITH House?**

FAITH House is proposed to be operated by Hope Now, currently operating under the 501(c)3 non-profit of Reedley Heritage Church of God.

## **How would temporary tenants be identified?**

Tenants would be identified through an application process that includes a background check and vetting through the Reedley Police Department, to ensure both the safety of those within the facility and the community.

## **Who would the facility serve?**

The facility is intended to provide assistance to *families* who need temporary housing due to an emergency, tragedy, job loss, etc. It is **NOT** a half-way house, a drug rehab facility, an offender release facility, or an open homeless shelter. The facility would also not serve sex offenders or active parolees. Single males will not be admitted to the facility under any circumstance.

## **What will be the maximum length of stay?**

The program is designed to provide "temporary housing assistance," which will be defined as a 30-day stay, with allowance for a one-time 30-day extension to be granted under extenuating circumstances. Under no circumstances will a stay be allowed to exceed 60-days.

## **How is the City of Reedley part of this program?**

The City of Reedley owns the facility in which Hope Now is seeking to operate FAITH House. As such, the arrangement can best be described as a Landlord-Tenant relationship. As the "landlord", the City of Reedley will maintain control of the allowed inhabitants of the facility, utilizing the vetting and background check process which will be conducted by the Police Department during the application stage.

## **How will the facility be funded?**

Funding for the operation will be provided through the State of California's Community Based Transitional Housing Grant Program, which was applied for in June of 2017. In accordance with the requirements of the grant application, the City of Reedley served as the grant applicant with

the operator as co-applicant. In August of 2017, the City was notified that it had been selected as a grant award recipient in the amount of \$560,000. 60% of the grant funds must be spent on the facility, and 40% must be spent on the operational aspects of the program. Following expenditure of grant funds, operations would be supported through fundraising activities. The City will not provide financial support for operational activities.

**How will the City monitor the site and address any issues that arise?**

The proposed operations will require a Conditional Use Permit (CUP) that details how the use will comply with applicable City regulations, and address specific concerns there might be regarding adjacent uses, etc. In addition, because the City owns the property, the agency's ability to directly monitor the proposed operations and function of the site would be greatly improved. The proposed operator will be required to establish and maintain two items, (1) a Lease for use of the facility that details legal requirements and responsibilities regarding use of the site; and (2) a Memorandum of Understanding (MOU) that will detail the application and vetting process, operational requirements and limitations, performance standards, roles and responsibilities, and additional pertinent information. Violations of the CUP, the Lease and/or the MOU can result in the cancellation of any agreement, and the consequent removal of the operation from the site.

**What is the maximum capacity of the facility?**

The facility can accommodate up to 18 individuals in the home at one time.

**What improvements would be made to the site prior to operation?**

While the site already has a monitored security system, security gate, fire sprinkler system and zoned temperature control systems throughout the facility - there would be upgrades and maintenance performed to these systems to further improve their functionality and performance before operations would be allowed on-site. Upgrades to the landscaping, parking area and touch-up for the exterior paint would also be completed. On the northern edge of the property, the existing privacy chain-link fencing would be upgraded with a solid-face wall matching the adjacent neighborhood design, intended to improve the aesthetics, noise and security for the site and adjoining uses.



DEPARTMENT OF  
**FINANCE**

EDMUND G. BROWN JR. ■ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ [WWW.DOF.CA.GOV](http://WWW.DOF.CA.GOV)

February 15, 2018

Paul A. Melikian, CPFO  
Assistant City Manager  
City of Reedley

Dear Mr. Melikian;

Subject: Community-Based Transitional Housing Program

The Department of Finance is pleased to announce that your amended application has been thoroughly reviewed and that the City of Reedley has been selected to participate in the Community-Based Transitional Housing Program. In doing so, we accept the minor Program application changes provided in Sheriff Joe Garza's letter dated October 6, 2017. We understand the purpose of these changes was to address community concerns that were expressed during the Conditional Use Permit issuance process.

We have received the Conditional Use Permit 2018-1 that the Reedley Planning Commission voted to approve the placement of the transitional housing facility on January 18, 2018.

Upon receipt of the City Council resolution adopting the conditional use permit or other local entitlement, Finance will notify the State Controller's Office (SCO) of your selection to participate in the Community-Based Transitional Housing Program. The SCO will remit the requested \$560,000 in Program grant funds. Of the funds provided, 60 percent shall be retained by the City, and the remaining 40 percent shall be provided to the facility operator.

Please also remember that by August 1, 2018, and each subsequent August 1st, both the City and the facility operator are required to provide Finance a report detailing the information required by Government Code section 30035.5 (c). Finance will develop reporting templates for each reporting period.

Reporting requirements, forms, as well as other information and updates regarding the Program can be found at:

[http://www.dof.ca.gov/Programs/Local\\_Government/Community\\_Based\\_Transitional\\_Housing/](http://www.dof.ca.gov/Programs/Local_Government/Community_Based_Transitional_Housing/).

If you have any additional questions regarding your award or the Community-Based Transitional Housing Program, please feel free to contact me at (916) 445-3274.

Sincerely,

DERK SYMONS  
Staff Finance Budget Analyst





# City of Reedley

Police Department

October 6, 2017

Attn: Derk Symons  
California Department of Finance  
915 "L" Street  
Sacramento, CA 95814-3706

Dear Mr. Symons,

On behalf of the City of Reedley I would like to extend my sincere gratitude for your assistance throughout the process of this grant application. As we have worked through the public process, we have encountered a number of community concerns which we are continually addressing. In an effort to garner a successful project, and always with the intent to operate in a transparent and open manner, we are requesting that the management committee associated with the administration of this grant review and consider the following items:

Regarding the initial application submitted, the City of Reedley Police Department requests the following items be modified for greater clarity:

1. Question #4

- a. Initial Response: The facility will serve criminal offenders who have been thoroughly vetted, considered high risk, and have families that are in need of transitional housing and services.
- b. *Amended Response: Although the facility may serve the families of criminal offenders who are incarcerated or are considered high-risk, the facility will not serve criminals being released from incarceration (re-entry) or those currently on parole or other supervised release. In addition, a prior offender who has been convicted of a violent or sexually related crime will not be considered.*

2. Question #9a

- a. Initial Response: The facility will primarily serve victims of abuse or violent crime, families who are in immediate need of transitional housing due to incarceration of a family member and potentially the re-entry of criminal offenders who have gone through a vetting process to ensure they do not pose a threat to other members of the facility.
- b. *Amended Response: As referenced in Question #4, the facility will not serve criminals being released from incarceration (re-entry) or those currently on*

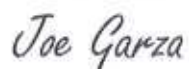
*parole or other supervised release. In addition, a prior offender who has been convicted of a violent or sexually related crime will not be considered.*

Regarding the Conditional Use Permit, in cooperative agreement with the applicant, Mr. Ken Baker of Hope Now Ministries, the original Conditional Use Permit application has been withdrawn. The purpose for this cooperative withdrawal is to allow for the continued facilitation of community coordination, in the hope of addressing many of the concerns brought forth by members of the community during the public process, which would not be permitted should the process remain on its current schedule.

The City of Reedley and Hope Now Ministries are committed to making this home possible, and understand the vital nature of having community members engaged in the process and in support of its operations. As such, staff members have been, and will continually be, working with the community to address concerns and further prepare for operations that will provide this community with services and resources this grant seeks to provide. The needed time to address these concerns goes beyond the time indicated for grant acceptance within the award letter originally provided to the City, for which we are requesting an extension in order to complete a thorough and responsible public process. It is our intention to work with the applicant to resubmit a CUP application within 45 days of the date of this letter, following an extensive public outreach campaign of which we have already begun.

It is our sincere hope that the committee will allow the City of Reedley the appropriate amount of time to address these concerns, and the flexibility to yield an even stronger program, in collaboration with you. Again, we sincerely thank you for your assistance, and look forward to the feedback provided by the management committee in response to this request.

Respectfully,

A handwritten signature in dark ink that reads "Joe Garza". The signature is written in a cursive, slightly slanted style.

Jose L. Garza  
Chief of Police

**BUDGET AMENDMENT  
RESOLUTION 2017-089**

The City Council of the City of Reedley does hereby amend the 2017-18 Budget as follows:

**Section I - Additions:**

FUND-DEPT.OBJECT	AMOUNT
083-4383.1010 Full-Time Salaries	\$ 45,000
083-4383.3000 Professional Services (Facility Operator)	224,000
083-4383.3018 Public Outreach Notice	1,500
083-4383.3140 Legal Services	4,000
083-4383.4030 Building Repairs	75,000
083-2710 Fund Balance*	<u>210,500</u>
<b>Total Appropriation</b>	<b><u>\$ 560,000</u></b>

\*Reserved for future year activities

Purpose: To appropriate funds pertaining to the Transitional Housing grant awarded by the State of California for grant related activities. Specifically, the 40% contribution to the facility operator, facility repairs, estimation of Police Department staff time, legal services, and community outreach costs associated with implementation of the transitional housing program. The remaining funds are set aside and allocated to fund balance for future year operations of grant activities.

**Section II – Source of Funding:**

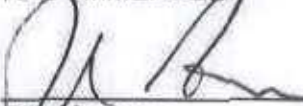
FUND BALANCE	AMOUNT
083-3803 Transitional Housing State Grant	<u>\$ 560,000</u>
<b>Total Revenue</b>	<b><u>\$ 560,000</u></b>

Impact: There is no impact to the General Fund from this appropriation of grant funds. It is anticipated that all direct costs of this program will be covered by grant funds.

REVIEWED:

  
Assistant City Manager

RECOMMENDED:

  
City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on September 26<sup>th</sup>, 2017, by the following vote:

AYES: Soleno, Fast, Betancourt.  
NOES: Beck.  
ABSENT: Pinon.  
ABSTAIN: None.



Budget Amendment Resolution 2017-089  
Transitional Housing State Grant  
September 26, 2017

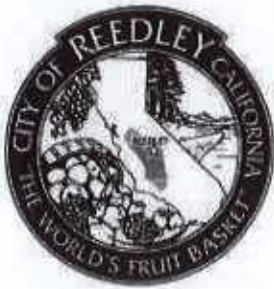
APPROVED:

Anita Betancourt  
Anita Betancourt, Mayor

ATTEST:

Sylvia Plata  
Sylvia Plata, City Clerk





## REEDLEY CITY COUNCIL

- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 9

DATE: September 26, 2017

TITLE: UPDATE AND APPROVAL OF FOLLOW-UP ACTIONS RELATING TO PLACEMENT OF A TRANSITIONAL HOUSING FACILITY AT 1697 W. HUNTSMAN AVENUE

- A. RECEIVE REPORT OF PLANNING COMMISSION ACTIONS REGARDING ENVIRONMENTAL ASSESSMENT 2017-9 AND CONDITIONAL USE PERMIT 2017-6 RELATING TO THE PLACEMENT OF A TRANSITIONAL HOUSING FACILITY AT 1696 W. HUNTSMAN AVENUE
- B. APPROVE AND AUTHORIZE THE CITY MANAGER TO ACCEPT GRANT FUNDS AWARDED TO THE CITY OF REEDLEY BY THE STATE OF CALIFORNIA, DEPARTMENT OF FINANCE, UNDER THE COMMUNITY BASED TRANSITIONAL HOUSING PROGRAM; PREDICATED ON THE APPROVAL OF CONDITIONAL USE PERMIT 2017-6
- C. ADOPT RESOLUTION NO. 2017-089 AMENDING THE 2017-18 ADOPTED BUDGET APPROPRIATING \$560,000 IN THE TRANSITIONAL HOUSING STATE GRANT FUND FOR ACTIVITIES PERTAINING TO A TRANSITIONAL HOUSING PROGRAM

SUBMITTED: Rob Terry, Community Development Director  
Jose L. Garza, Chief of Police

APPROVED: Nicole R. Zieba, City Manager

### RECOMMENDATION

Staff recommends that the City Council receive the following reports, and take the following actions:

- A. Receive report of Planning Commission actions regarding Environmental Assessment 2017-9 and Conditional Use Permit 2017-6 relating to the placement of a Transitional Housing Facility at 1696 W. Huntsman Avenue.; and
- B. Approve and authorize the City Manager to accept grant funds awarded to the City of Reedley by the State of California, Department of Finance, under the Community Based Transitional Housing Program; predicated on the approval of Conditional Use Permit 2017-6; and
- C. Adopt Resolution No. 2017-089 amending the 2017-18 Adopted Budget appropriating \$560,000 in the Transitional Housing State Grant Fund for activities pertaining to a Transitional Housing Program.

## **EXECUTIVE SUMMARY**

On June 13, 2017, the City Council approved and authorized the City Manager to submit a grant application to the State of California for the Community-Based Transitional Housing program established by SB 837. In August 2017, the City was notified that it was selected to participate in the program at the requested funding level of \$560,000 over a three-year period.

As communicated to the City Council back in June, the goals and objectives of the program include transitional housing accommodations, food, clothing, life skills training workshops and mentoring. The primary focus will be on providing housing and services to victims of crime, struggling families due to incarceration of a family member, and families in need of emergency shelter due to disaster or unforeseen circumstances. Although this is not a drug rehabilitation or parolee rehabilitation program, there is a potential to provide services to previously incarcerated offenders. All participants will be vetted by the Police Department to ensure their presence in the facility does not impair the safety of the surrounding neighborhood. Predicated upon the appropriate approval of the Conditional Use Permit, the proposed operator will be required to coordinate a lease agreement and MOU with the City. All such items will be brought back to the Council for final approval, as appropriate.

Conditional Use Permit Application No. 2017-6 pertains to a proposed project to allow a maximum 18 person transitional housing facility within an existing City owned two-story single family residence. This location previously served as the Marjorie Mason Center. The site is 0.8 acres in size, and comprised of a two-story, 2,500 square foot, six-bedroom, 3-bath residence with detached garage and storage shed. Additional project details and background can be found within the Planning Commission Staff Report, which is attached for reference.

Environmental Assessment No. 2017-9 determined that the proposed project is exempt under Section 15301 (Class 1/Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.

The Planning Commission hearing regarding the approval of the aforementioned Environmental Assessment and Conditional Use Permit was scheduled to take place on Monday, September 25, 2017. Staff will provide a verbal update to the City Council in regards to Planning Commission actions taken at the meeting.

Following acceptance of grant funding, the attached budget amendment would establish appropriations to carry out grant related activities this fiscal year, including allowing the City to begin recovering time associated with the program. Other items that are funded include the required 40% contribution to the facility operator (following an approved lease agreement), extensive facility repairs/upgrades, estimation of Police Department staff time, legal services, and community outreach costs associated with implementation of the transitional housing program. The enabling legislation that established the Community-Based Transitional Housing Program (SB 837) requires that the City provide 40% of the total grant award to the facility operator, and the City is to retain 60%.

## **BACKGROUND**

Conditional Use Permit Application No. 2017-6 pertains to a proposed project to allow a maximum 18 person transitional housing facility within an existing City owned two-story single family residence. This location previously served as the Marjorie Mason Center. The site is 0.8 acres in size, and comprised of a two-story, 2,500 square foot, six-bedroom, 3-bath residence with detached garage and storage shed. Additional project details and background can be found within the Planning Commission Staff Report, which is attached for reference.

Environmental Assessment No. 2017-9 determined that the proposed project will involve the operation, repair or maintenance of an existing facility with negligible or no expansion of an existing use, which are exemptions characterized under Section 15301 (Class 1/Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.



The Planning Commission hearing regarding the approval of the aforementioned Environmental Assessment and Conditional Use Permit was scheduled to take place on Monday, September 25, 2017. Due to the timing of the Planning Commission hearing being held the day before the City Council meeting, staff will provide a verbal update to the City Council in regards to Planning Commission actions taken at the meeting.

The Reedley Police Department, on behalf of the City of Reedley, has been awarded \$560,000 over a three-year period to fund the Community Transitional Housing Program. The Program is to be operated and managed by Hope Now Ministries, a non-profit community organization located in Reedley, operating under the 501(c) 3 assigned to Heritage Church of God. Predicated upon the appropriate approval of the aforementioned conditional use permit, the operator will be required to enter into a lease with the City for use of the facility. In addition, the Reedley Police Department is in the process of strategizing with Hope Now Ministries to outline an operational plan, and working with City staff to draft an MOU to coordinate the vetting and application process for all participants. All such items will be brought back to the Council for final approval, as appropriate.

The goals and objectives set forth in establishing a business plan include transitional housing accommodations, food, clothing, life skills training workshops and mentoring. The primary focus will be on providing housing and services to victims of crime, struggling families due to incarceration of a family member and families in need of emergency shelter due to disaster or unforeseen circumstances. A potential to provide services to previously incarcerated offenders may exist, through a vetting process in conjunction with the Police Department to avoid potential risks to anyone within the facility and/or community.

The projected length of stay for an accepted family would range from one to thirty days, with allowance for up-to an additional 30 days, if deemed appropriate by the operator and City. The objective by providing services to families during their stay will be to give resources and opportunity for them to find permanent residency. The Reedley Victim Services Collaborative would also be at the disposal of any occupants of the housing program during and after their stay.

#### **FISCAL IMPACT**

The grant award is in the amount of \$560,000, to be used over a period of three years to begin operation of the housing facility. These funds will be used to cover operating expenses and other related costs. A financial plan and operational outline will be forthcoming as part of the MOU consideration process; however the attached budget resolution establishes the initial estimated first year budget for grant expenditures of \$349,500 (which includes the required 40% contribution to the facility operator), allows staff to begin recovering grant related expenditures, and designates \$210,500 for future year activities. The enabling legislation that established the Community-Based Transitional Housing Program (SB 837) requires that the City provide 40% of the total grant award to the facility operator, and the City is to retain 60%.

There will be no matching funds from the City for the first three years. City staff will administer and report on all approved grant funds retained and/or utilized by the City as required by the Department of Finance and grant guidelines. The facility operator is also required to monitor and report on the use of grant funds received, as well as specific program performance measures, including the number of ex-offenders that received services, description of services, and recidivism reduction. Once the State grant funds have been expended after the initial three year period, it is the intent of Hope Now Ministries that they will be responsible for the costs of the shelter through fundraising and future grant opportunities. It is not the intent of the City to provide funding for the shelter after the initial grant funds have been expended.

**PRIOR COUNCIL ACTIONS**

No prior actions have been taken by the City Council in regards to the conditional use permit. Approval to submit the Community Based Transitional Housing Program Grant Application was provided by Council on June 13, 2017.

**ATTACHMENTS**

1. 9/25/17 Planning Commission Staff Report and Attachments
2. Community Based Transitional Housing Program Grant Award Letter
3. Budget Amendment Resolution No. 2017-089






## **REEDLEY PLANNING COMMISSION**

ITEM NO: \_\_\_\_\_

**DATE:** September 25, 2017

**TITLE:** Consideration of Environmental Assessment 2017-9 and Conditional Use Permit Application No. 2017-6

**FROM:** Rob Terry, Director   
Community Development Department

---

### **RECOMMENDATION**

Staff recommends that the Planning Commission through Resolution No. 2017-7 take the following actions:

- a) APPROVE Environmental Assessment No. 2017-9, determining that Conditional Use Permit Application No. 2017-6 is exempt from CEQA, pursuant to Sections 15301 (Class 1/Existing Facilities) of the CEQA Guidelines
- b) APPROVE Conditional Use Permit Application No. 2017-6, which allows for the operation of a transitional housing facility at 1697 W Huntsman Avenue.

### **EXECUTIVE SUMMARY**

Conditional Use Permit Application No. 2017-6 pertains to a proposed project to allow a maximum 18 person transitional housing facility within an existing City owned two-story single family residence. This location previously served as the Marjorie Mason Center. The site is 0.8 acres in size, and comprised of a two-story, six-bedroom, 3-bath residence with detached garage and storage shed. The total size of the facility is 2,500 square feet. Operations will focus on providing temporary housing, clothing, life skills training, coaching, and spiritual guidance to families in transition and/or reintegrating into communities. Such activities are similar to those provided by Open Gate Ministries in Dinuba, which has been successfully serving their local community since 1974. There are currently no other certified facilities of this nature within the City.

### **PROJECT DESCRIPTION/BACKGROUND**

Conditional Use Permit Application No. 2017-6 pertains to the operation of a maximum 18 person transitional housing facility within an existing City owned two-story single family residence. This location previously served as the Marjorie Mason Center from 2003 through



2016, when State funding was decreased, resulting in the closing of operations at this location. There are currently no other certified facilities of this nature within the City. The site is 0.8 acres in size, and comprised of a two-story, six-bedroom, 3-bath residence with detached garage and storage shed. The total size of the facility is 2,500 square feet. The house is connected to City utilities and served by natural gas. Security fencing is installed around the perimeter of the site, which will be upgraded as appropriate, and maintained. Additional security features previously installed will also be utilized and expanded, as operations warrant. Vehicular access to the site is from Huntsman Avenue at the corner of Kings River Avenue. As proposed, the six bedroom facility will be equipped to accommodate four to five families at one time. The program is based on a temporary 30-day stay, with one-time extensions for an additional 30 days considered, as appropriate for the tenant, and agreed upon by the operator.

Tenants will go through a vetting process in coordination with the site operator and the Reedley Police Department to ensure the safety of those within and adjacent to the facility before being admitted into the program. This process will be detailed in a Memorandum of Understanding, or associated document, as part of the agreement the operator will be required to enter into with the City. Any such agreement will be reviewed and approved by the City Council before operations would be allowed to commence.

The facility will be leased to, and operated by, Hope Now Ministries (HNM), currently operating under the 501(c)3 of Heritage Church of God in Reedley. Liability insurance and responsibilities will continue under this arrangement until such time that HNM establishes its own non-profit status. At this facility, HNM intends to provide transitional housing, a community food pantry, clothing, life skills training, coaching, and spiritual guidance. Such activities are similar to those provided by Open Gate Ministries in Dinuba, which has been successfully serving their local community since 1974. The facility will initially be staffed by community volunteers, including one live-in volunteer that will transition into a full-time position within one year.

Funding for the project is being provided by the State of California through the Community-Based Transitional Housing Program (CTHP). Funding requirements state that a conditional use permit granted for the site must be valid for a minimum of 10 years.

On September 11, 2017, public hearing notices regarding the Conditional Use Permit hearing were sent to all property owners within a 350' radius of the specified location, notifying them of the date, time and location of the hearing; as well as the details of the application. On September 14, 2017, this same public hearing notice was properly posted in the Reedley Exponent.

#### **BORDERING PROPERTY INFORMATION**

	<u>Planned Land Use</u>	<u>Existing Zoning</u>	<u>Existing Land Use</u>
North	Low Density Residential	R-1-6 (Single Family Residential)	Single Family Homes
East	Public / Institutional Facility	UR (Urban Reserve)	Municipal Waste Water Treatment Plant

South	Public / Institutional Facility	UR (Urban Reserve)	Municipal Waste Water Treatment Plant (Ponding)
West	Public / Institutional Facility	UR (Urban Reserve)	Municipal Waste Water Treatment Plant (Expansion Area)

### **ENVIRONMENTAL REVIEW**

Environmental Assessment No. 2017-9 determined that the proposed project will involve the operation, repair or maintenance of an existing facility with negligible or no expansion of an existing use, which are exemptions characterized under Section 15301 (Class 1/Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.

### **FINANCIAL IMPACT**

There is no negative financial impact to the City associated with this application, as the site is already owned by the agency, and will be leased to the operator. Operational and maintenance costs are being funded by the State of California through the Community-Based Transitional Housing Program.

### **ATTACHMENTS**

1. Resolution No. 2017-7
2. Environmental Assessment No. 2017-9
3. 350' Radius Notification Map and Mailing Labels
4. Reedley Exponent Public Hearing Notice (published 9/14/17)
5. Site Plan, Floor Plan and Elevations

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

**RESOLUTION NO. 2017-7**

**A RESOLUTION OF THE CITY OF REEDLEY PLANNING COMMISSION  
APPROVING ENVIRONMENTAL ASSESSMENT NO. 2017-9 AND APPROVING  
CONDITIONAL USE PERMIT APPLICATION NO. 2017-6**

WHEREAS, the City of Reedley Planning Commission, at the special meeting of September 25, 2017, held a public hearing to consider a request of Hope Now Ministries Incorporated and the City of Reedley for a conditional use permit to allow for a transitional housing operation on property located at 1697 W. Huntsman Avenue (APN 365-180-73); and

WHEREAS, the City of Reedley Planning Commission determined that there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right; and

WHEREAS, the City of Reedley Planning Commission determined that the proposed location of the conditional use is in accordance with the objectives of the Zoning Ordinance and the purposes of the district in which the site is located; and

WHEREAS, the City of Reedley Planning Commission determined that the proposed use will comply with each of the applicable provisions of the Zoning Ordinance; and

WHEREAS, the Planning Commission hereby makes the following findings regarding the site plan for the proposed project:

1. All applicable provisions of the Zoning Ordinance are complied with;
2. The following are so arranged that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected and there will be no adverse effect on surrounding property:
  - a. Facilities and improvements.
  - b. Vehicular ingress, egress and internal circulation.
  - c. Setbacks.
  - d. Height of buildings.
  - e. Location of service.
  - f. Walls.
  - g. Landscaping.
  - h. Drainage of site.



3. Proposed lighting is so arranged as to deflect the light away from adjoining properties;
4. Proposed signs and outdoor advertising structures will comply with all of the applicable provisions of Chapter 13, Title VIII, of the Reedley Municipal Code;

WHEREAS, in making the above findings, the Planning Commission determines that approval of the subject application will be consistent with the established legislative policies relating to traffic safety, street dedication and street improvements; and

WHEREAS, pursuant to California Environmental Quality Act, the City of Reedley Planning Commission hereby finds that an environmental assessment was conducted for this project and declares that it is Categorically Exempt from the preparation of environmental documents pursuant to Article 19 of the State CEQA Guidelines, based upon Section 15301 (Existing Facilities); and

WHEREAS, the Planning Commission received public testimony, oral and written staff report, and deliberated; and

NOW, THEREFORE, BE IT RESOLVED that the City of Reedley Planning Commission using their independent judgment hereby approves Environmental Assessment 2017-9, and approves Conditional Use Permit Application No. 2017-6 subject to the following conditions:

1. Any change in the approved project site design and layout must be reviewed and approved by the Community Development Department prior to the issuance of a building permit; and
2. Conditional Use Permit (CUP) approval shall expire two years following the date of approval unless, prior to the expiration of two years, either an operating permit and/or business license is obtained and properly maintained, or a building permit is issued and construction is commenced and diligently pursued toward completion of those site and/or structural upgrades deemed appropriate. Approval for construction activities associated with this permit may be extended for an additional period upon written application to the Community Development Director before expiration of the first approval. Should all improvement activities commence in good time, this CUP approval relating to operations is intended to be in place no less than a ten year period; and
3. Open storage of materials and equipment shall be permitted only within an area surrounded and screened by an ornamental solid wall or fence not less than seven feet (7') in height; and
4. Detailed plans, drawn to scale, showing all of the electrical, plumbing and mechanical facilities as well as proposed structural changes, window and door dimensions, etc. for the entire structure shall be submitted to the Building Department prior to obtaining any Building Permit; and
5. All of the plumbing, electrical and mechanical systems shall be upgraded and/or maintained to meet the requirements of applicable codes. Smoke detectors shall be installed in accordance with the Uniform Building Code.

A professionally designed plan, drawn to scale, shall be submitted to the Building Department prior to obtaining any associated Building Permit(s). The plan shall include all phases of construction including an energy design, framing details, electrical, mechanical and plumbing installations. Plumbing, mechanical and framing installations shall be replaced or repaired to meet the requirements of model codes. Electrical wiring shall be replaced and/or maintained as needed throughout to meet National Electrical Code requirements. Remove all unapproved wiring. Replacement wiring shall be provided with an equipment ground. All panels shall be labeled and grounded; and

6. An accessible route of travel shall be provided throughout the project in accordance with ADA requirements, including any curb cuts, ramps, walks, parking, etc. as required by California Building Code; and
7. Fire extinguishers shall be installed and maintained in accordance with the Uniform Fire Code and Reedley Fire Chief; and
8. All applicable permits shall be obtained from State, County and local agencies prior to issuance of operating, licensing and/or building permits. Any failure by the operator to obtain and successfully maintain in good standing the appropriate licenses, agreements, certifications and/or permits required for operation and habitation may result in the cancellation of this CUP approval; and
9. All improvements shall comply with the Reedley City Code, the standard plans and specifications of the City of Reedley, and any addendums thereto. Improvement plans shall be prepared by a registered engineer, for review and approval by the City Engineer; and
10. All of the foregoing conditions must be complied with prior to the final inspection and/or the issuance of a "Certificate of Occupancy" by the Building Official.

This foregoing resolution is hereby approved and adopted this 25<sup>th</sup> day of September, 2017,  
by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
Alberto Custodio, Chairman  
City of Reedley Planning Commission

\_\_\_\_\_  
Rob Terry, Secretary

## NOTICE OF EXEMPTION

To: County Clerk  
County of Fresno  
2220 Tulare Street, 1<sup>st</sup> Floor  
Fresno, CA 93721

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE CATEGORICALLY EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS PURSUANT TO ARTICLE 19 OF THE STATE CEQA GUIDELINES.

**LEAD AGENCY:** City of Reedley  
1733 Ninth Street  
Reedley, CA 93654

**APPLICANT:** City of Reedley  
1733 Ninth Street  
Reedley, CA 93654

**PROJECT TITLE:** Conditional Use Permit Application No. 2017-6  
Environmental Assessment No. 2017-9

**PROJECT LOCATION:** 1697 W. Huntsman Ave., Reedley, CA 93654

**EXEMPT STATUS:** Categorical Exemption

**PROJECT DESCRIPTION:** The project consists of the placement of a transitional housing operation at 1697 W. Huntsman Avenue. This site previously served as an emergency shelter for victims of domestic violence. No physical or structural changes are being made to the facility or site.

This project is exempt under 15301 (Class 1/Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.

**EXPLANATION:** Section 15301 (Existing Facilities) of the CEQA Guidelines exempts projects that consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Section 15301(c) further defines such areas as including existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

The project consists of the placement of a transitional housing operation at 1697 W. Huntsman Avenue. This site previously served as an emergency shelter for victims of domestic violence. No physical or structural changes are being made to the facility or site.

The proposed project will involve the operation, permitting, and/or licensing of an existing structure with no expansion, which is an



**City of Reedley**  
**Categorical Exemption**  
**Environmental Assessment No. 2017-9**

exemption characterized under Section 15301 (Class 1/Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.

Date: September 25, 2017

Submitted by:

A handwritten signature in dark ink, appearing to read "Rob Terry", is written over a horizontal line.

Rob Terry  
Community Development Director  
City of Reedley  
Community Development Department  
(559) 637-4200 ext. 286

Attachment 3

CLARENCE E & CHERYL A  
LINGO HEISE  
17852 E HUNTSMAN  
REEDLEY CA 93654

BUXMAN FAMILY LP  
10425 S KINGS RIVER  
REEDLEY CA 93654

REEDLEY CITY OF

REEDLEY CITY OF

DAWN RENAE MCFALL  
HAGOPIAN  
14332 S CHESTNUT  
FRESNO CA 93725

DANNY & LYNDY PUMAREJO  
1627 RIVER BLUFF DR  
REEDLEY CA 93654

ROBERT G & BARBARA C  
MILLER  
1649 RIVER BLUFF DR  
REEDLEY CA 93654

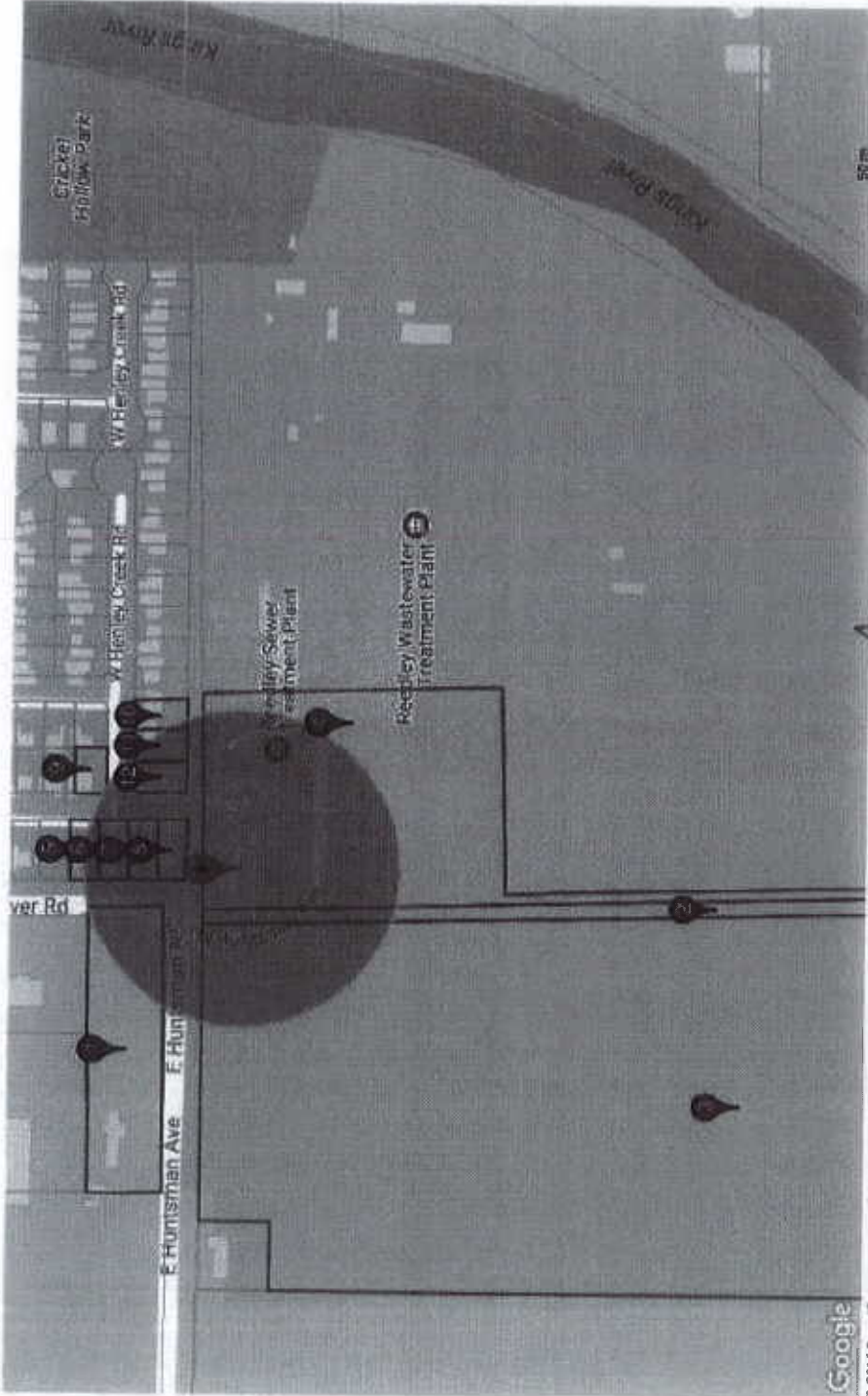
CESAR GARCIA & MARIA D  
REYES SANCHEZ  
1671 RIVER BLUFF  
REEDLEY CA 93654

PETER V MIROYAN  
3469 MAPLETHORPE LN  
SOQUEL CA 95073

SAMUEL DURAN  
1628 RIVER BLUFF  
REEDLEY CA 93654

ELLIS T & LOLA N BRANCH  
2445 N SILVERVALE  
VISALIA CA 93291

EDDIE & OLGA VALDEZ  
1629 HENLEY CREEK RD  
REEDLEY CA 93654







	Co	APN	Owner	S Street Address	S City State Zip	Sale1 Seller Name	Sale1 Seller Name	Owner 2
1	FRE	365-061-17	HEISE CLARENCE E III & CHERYL A LINGO	17852 E HUNTSMAN AVE	REEDLEY CA 93654-9205			
2	FRE	365-170-25T	REEDLEY CITY OF		REEDLEY CA 93654			
3	FRE	365-170-26T	REEDLEY CITY OF		REEDLEY CA 93654	REEDLEY CY	REEDLEY CY	
4	FRE	365-181-08T	REEDLEY CITY OF		REEDLEY CA 93654			
5	FRE	365-201-08	PUMARENO DANNY & LYNDA	1627 RIVER BLUFF DR	REEDLEY CA 93654-3625			
6	FRE	365-201-09	MILLER ROBERT G & BARBARA C	1649 RIVER BLUFF DR	REEDLEY CA 93654-3625			
7	FRE	365-201-10	SANCHEZ CESAR GARCIA & MARIA D REYES	1671 RIVER BLUFF DR	REEDLEY CA 93654-3625			
8	FRE	365-201-11	MROYAN PETER V	1693 RIVER BLUFF DR	REEDLEY CA 93654-3625			
9	FRE	365-202-08	DURAN SAMUEL	1628 RIVER BLUFF DR	REEDLEY CA 93654-3624			
10	FRE	365-203-38	BRANCH RODNEY S & LINDA M	1583 W HENLEY CREEK RD	REEDLEY CA 93654-3626	BRANCH ELLIS T	BRANCH ELLIS T	
11	FRE	365-203-39	BRANCH ELLIS T & LOLA N TRUSTEES	1595 W HENLEY CREEK RD	REEDLEY CA 93654-3626	BRANCH ELLIS T	BRANCH ELLIS T	
12	FRE	365-203-40	VALDEZ EDDIE & OLGA	1688 RIVER BLUFF DR	REEDLEY CA 93654-3624			

**CITY OF REEDLEY  
COMMUNITY DEVELOPMENT DEPARTMENT  
NOTICE OF PUBLIC HEARING  
Environmental Assessment No. 2017-9 &  
Conditional Use Permit Application No. 2017-6**

NOTICE IS HEREBY GIVEN that in accordance with Sections 65080 and 65091 (Planning and Zoning Law) of the Government Code and pursuant to the procedures of Title 10 of the Reedley Municipal Code, the Reedley Planning Commission will conduct a public hearing to consider Conditional Use Permit Application No. 2017-6. The Planning Commission will consider the following:

1. **Environmental Assessment No. 2017-9:** Recommend that the project is exempt from the California Environmental Quality Act, pursuant to findings 15001 (Class 1/Building Facilities) of the California Environmental Quality Act (CEQA) Guidelines.
2. **Conditional Use Permit Application No. 2017-6:** Recommend that the Planning Commission approve the placement of a transitional housing operation at 1607 W. Hartman Avenue. This site previously served as an emergency shelter for victims of domestic violence. No physical or structural changes are being made to the facility or site.

**REEDLEY PLANNING COMMISSION**

Date: Monday, September 25, 2017

Time: 5:00 p.m., or thereafter

Place: City Hall Council Chamber

845 "G" Street, Reedley, CA 93654

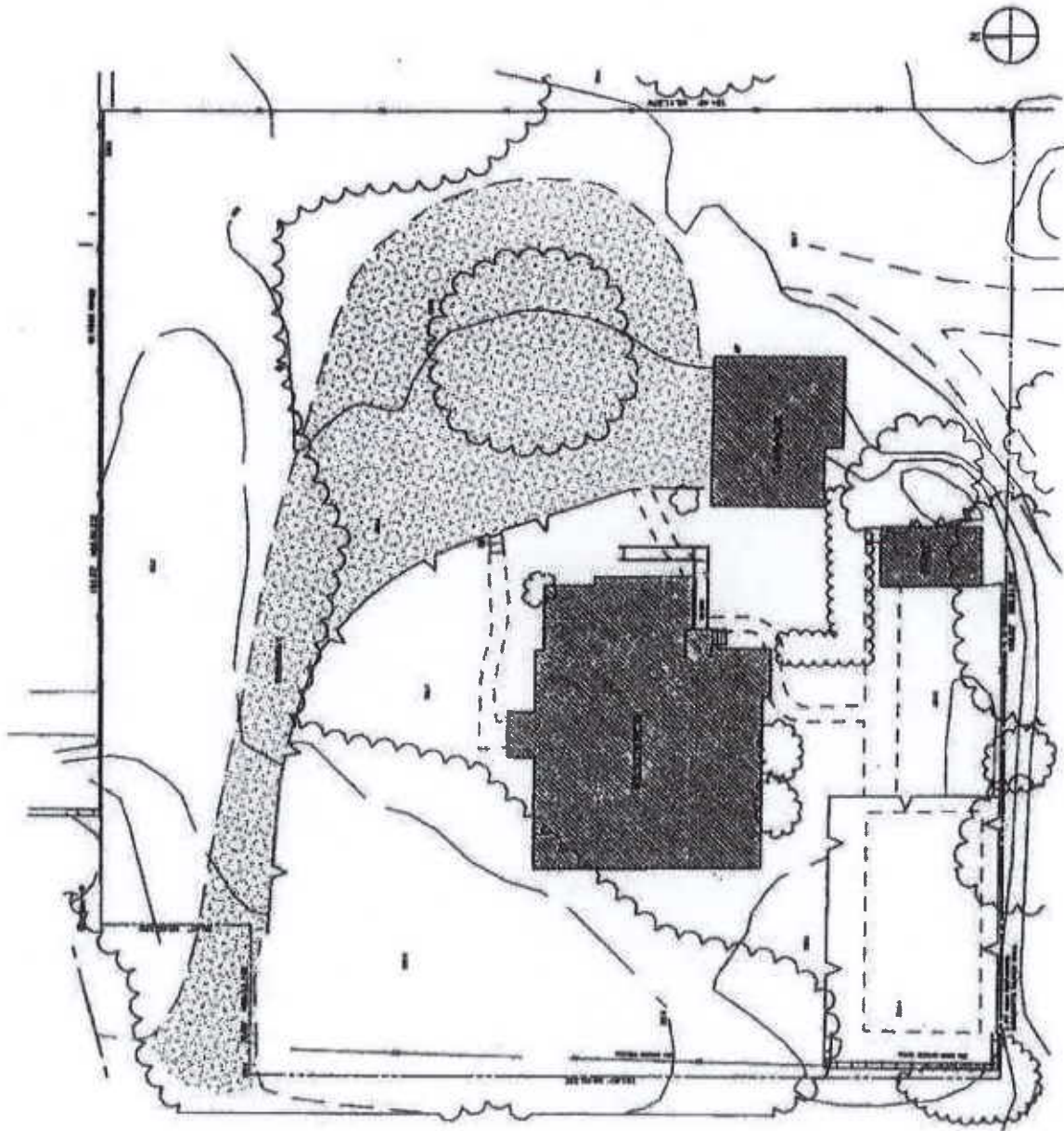
Any interested person may appear at the public hearing and present written testimony, or speak in favor of or against the project proposal. If you challenge the above applications in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the Reedley Planning Commission at, or prior to, the public hearing.

**NOTE:** Government Code Section 65091 (Planning and Zoning Law) requires that this notice be sent to owners of property within 500 feet of the subject property. The City of Reedley, Community Development Department has mailed this notice to the property owners within at least 500 feet of the project.

Additional information on the proposed application, including the environmental assessment, are available for public review and may be obtained from the Community Development Department, 1703 North Street, Reedley, California 93654. Please contact Rob Terry, Director, at (562) 637-4200, ext. 896, or by email at [rob.terry@reedley-ca.gov](mailto:rob.terry@reedley-ca.gov) for more information.

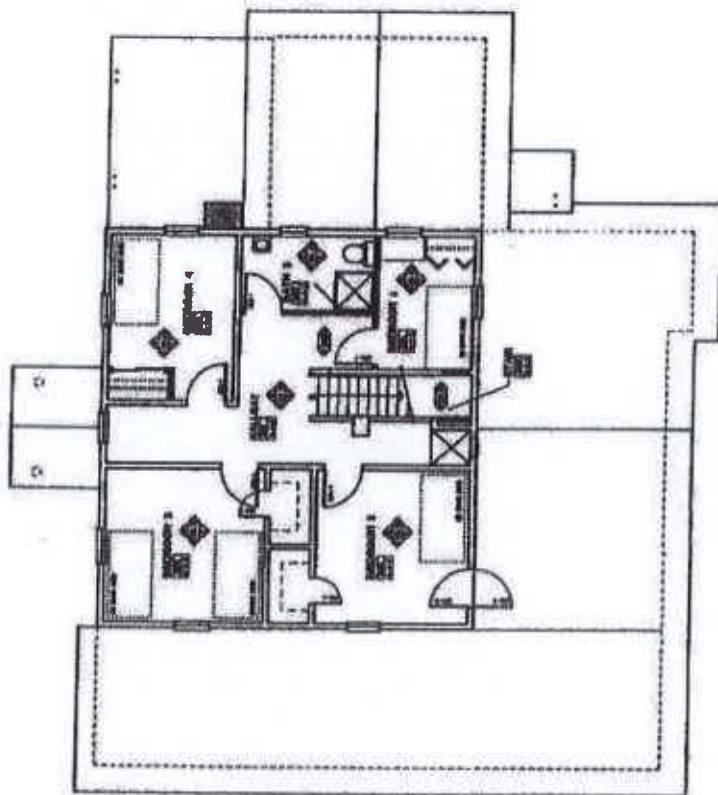
Assessor's Parcel Number: 385-160-73

September 14, 2017





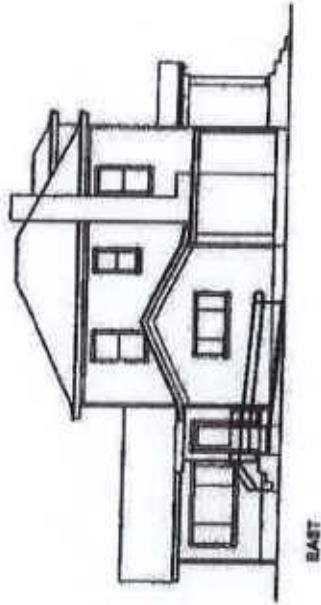
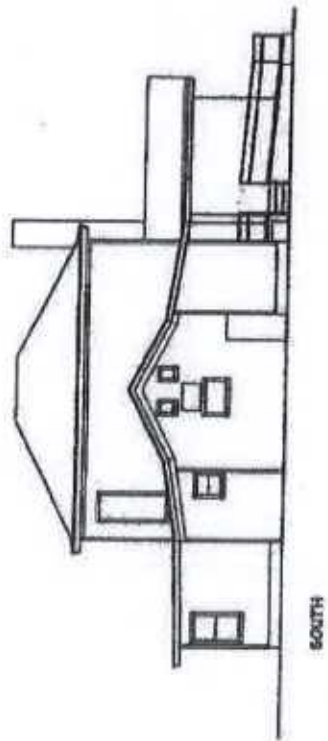
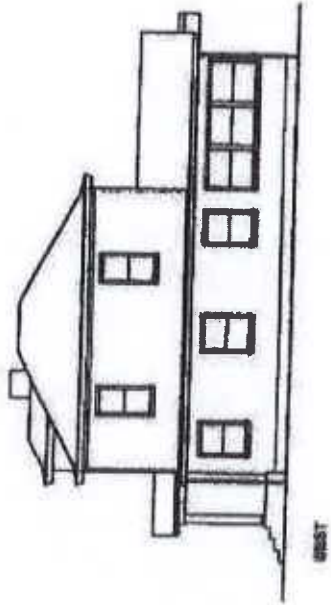
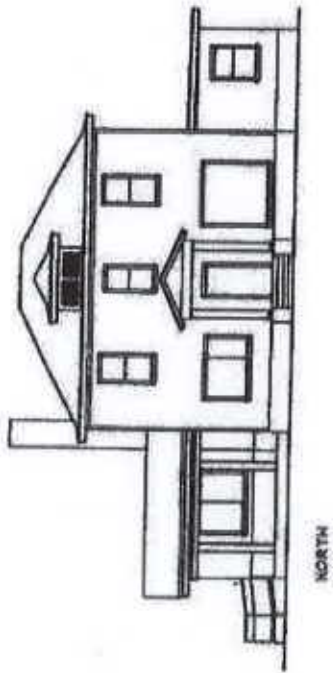




1. OFFICE 1  
 2. OFFICE 2  
 3. OFFICE 3  
 4. OFFICE 4  
 5. OFFICE 5  
 6. OFFICE 6  
 7. OFFICE 7  
 8. OFFICE 8  
 9. OFFICE 9  
 10. OFFICE 10  
 11. OFFICE 11  
 12. OFFICE 12  
 13. OFFICE 13  
 14. OFFICE 14  
 15. OFFICE 15  
 16. OFFICE 16  
 17. OFFICE 17  
 18. OFFICE 18  
 19. OFFICE 19  
 20. OFFICE 20  
 21. OFFICE 21  
 22. OFFICE 22  
 23. OFFICE 23  
 24. OFFICE 24  
 25. OFFICE 25  
 26. OFFICE 26  
 27. OFFICE 27  
 28. OFFICE 28  
 29. OFFICE 29  
 30. OFFICE 30  
 31. OFFICE 31  
 32. OFFICE 32  
 33. OFFICE 33  
 34. OFFICE 34  
 35. OFFICE 35  
 36. OFFICE 36  
 37. OFFICE 37  
 38. OFFICE 38  
 39. OFFICE 39  
 40. OFFICE 40  
 41. OFFICE 41  
 42. OFFICE 42  
 43. OFFICE 43  
 44. OFFICE 44  
 45. OFFICE 45  
 46. OFFICE 46  
 47. OFFICE 47  
 48. OFFICE 48  
 49. OFFICE 49  
 50. OFFICE 50  
 51. OFFICE 51  
 52. OFFICE 52  
 53. OFFICE 53  
 54. OFFICE 54  
 55. OFFICE 55  
 56. OFFICE 56  
 57. OFFICE 57  
 58. OFFICE 58  
 59. OFFICE 59  
 60. OFFICE 60  
 61. OFFICE 61  
 62. OFFICE 62  
 63. OFFICE 63  
 64. OFFICE 64  
 65. OFFICE 65  
 66. OFFICE 66  
 67. OFFICE 67  
 68. OFFICE 68  
 69. OFFICE 69  
 70. OFFICE 70  
 71. OFFICE 71  
 72. OFFICE 72  
 73. OFFICE 73  
 74. OFFICE 74  
 75. OFFICE 75  
 76. OFFICE 76  
 77. OFFICE 77  
 78. OFFICE 78  
 79. OFFICE 79  
 80. OFFICE 80  
 81. OFFICE 81  
 82. OFFICE 82  
 83. OFFICE 83  
 84. OFFICE 84  
 85. OFFICE 85  
 86. OFFICE 86  
 87. OFFICE 87  
 88. OFFICE 88  
 89. OFFICE 89  
 90. OFFICE 90  
 91. OFFICE 91  
 92. OFFICE 92  
 93. OFFICE 93  
 94. OFFICE 94  
 95. OFFICE 95  
 96. OFFICE 96  
 97. OFFICE 97  
 98. OFFICE 98  
 99. OFFICE 99  
 100. OFFICE 100



SECOND FLOOR - PROPOSED PLAN







**DEPARTMENT OF  
FINANCE**

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ [WWW.DOF.CA.GOV](http://WWW.DOF.CA.GOV)

August 7, 2017

Mr. Joe Garza  
Chief of Police, City of Reedley  
843 "G" Street  
Reedley, CA 93654

Dear Chief Garza:

The Department of Finance is pleased to announce that your application has been reviewed, and that the City of Reedley has been selected to participate in the Community-Based Transitional Housing Program at the requested funding level.

Please remember that the City Council is required to approve the conditional use permit or the other local entitlement within three scheduled public meetings of this approval letter. Failure to do so will render this approval letter void.

Upon receipt of the resolution adopting the conditional use permit or other local entitlement, Finance will notify the State Controller's Office (SCO) of your selection to participate in the Community-Based Transitional Housing Program. The SCO will remit the requested Program grant funds. Of the funds provided, 60 percent shall be retained by the City, and the remaining 40 percent shall be provided to the facility operator.

Please also remember that by August 1, 2018, and each subsequent August 1st, both the City and the facility operator are required to provide Finance a report detailing the information required by Government Code section 30035.5 (c). Finance will develop reporting templates for each reporting period.

Reporting requirements, forms, as well as other information and updates regarding the Program can be found at:

[http://www.dof.ca.gov/Programs/Local\\_Government/Community\\_Based\\_Transitional\\_Housing/](http://www.dof.ca.gov/Programs/Local_Government/Community_Based_Transitional_Housing/).

If you have any additional questions regarding your award or the Community-Based Transitional Housing Program, please feel free to contact Derk Symons, Staff Finance Budget Analyst, at (916) 445-3274.

Sincerely,

ERIC STERN  
Assistant Program Budget Manager

RESOLUTION NO. 2017-055

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY GRANTING AUTHORITY TO THE CITY MANAGER FOR SUBMITTAL OF A GRANT APPLICATION TO THE STATE OF CALIFORNIA, DEPARTMENT OF FINANCE, UNDER ITS COMMUNITY BASED TRANSITIONAL HOUSING PROGRAM.**

**WHEREAS**, the State of California, Department of Finance is seeking applications for its Community Based Transitional Housing Program; and

**WHEREAS** the City of Reedley desires to apply for a Community Based Transitional Housing Program grant and submit the cover page, application, and resolution; and

**WHEREAS**, the City of Reedley desires to partner with Hope Now Incorporated, a local non-profit 501(c)3 organization, to be responsible for coordinating the Housing Program; and

**WHEREAS**, the City of Reedley desires to provide a City owned residence and property located at 1697 W. Huntsman Avenue for the use of a Community Based Transitional Housing Program

**WHEREAS**, the City of Reedley has approved the issuance of a conditional use permit for the above listed property, and the final issuance of the conditional use permit will be provided within three scheduled public meetings of the City Council following the successful award of the grant.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The foregoing recitals are true and correct and incorporated herein by reference; and
2. Upon review and confirmation that all State grant program materials meet applicant goals and standards, the applicant is hereby authorized and directed to apply for and submit to the Department of Finance and application for its Community Based Transitional Housing Program in an amount not to exceed \$560,000.00. If the application is approved, the Applicant is hereby authorized to enter into, execute and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed \$560,000.00 and any and all other documents required or deemed necessary or appropriate to secure the Program Grant from the Department.
3. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital assets in the manner

presented in the application as approved by the Department and in accordance with the Program Guidelines and Application Package.

4. The City Manager is authorized to execute in the name of Applicant the Department of Finance Community Based Transitional Housing Program Application Package as required by the Department for participation in the Program.
5. This resolution is effective upon adoption.

This foregoing resolution is hereby approved and adopted the 13th day of June, 2017, by the following vote:

AYES: Fast, Soleno, Beck, Pinon,

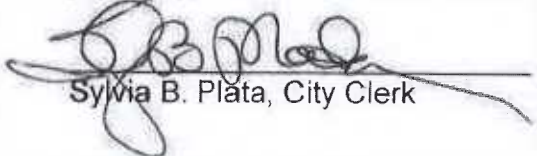
NOES: None.

ABSTAIN: None.

ABSENT: Betancourt.

  
Anita Betancourt, Mayor

ATTEST:

  
Sylvia B. Plata, City Clerk







## **REEDLEY CITY COUNCIL**

- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 8

**DATE:** June 13, 2017

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE STATE OF CALIFORNIA, DEPARTMENT OF FINANCE, UNDER THE COMMUNITY BASED TRANSITIONAL HOUSING PROGRAM.

**PREPARED BY:** Marc A. Ediger, Police Lieutenant

**SUBMITTED:** Jose L. Garza, Chief of Police

**APPROVED:** Nicole R. Zieba, City Manager

### **RECOMMENDATION**

That the City Council approve and authorize the City Manager to submit a grant application to the State of California, Department of Finance. This grant application would request funding under the Community Based Transitional Housing Program.

### **EXECUTIVE SUMMARY**

The Reedley Police Department, on behalf of the City of Reedley is requesting \$560,000 over a three-year period to fund a Community Transitional Housing Program. The Transitional Housing Program would be operated and managed by Hope Now Ministries, a non-profit community organization located in Reedley, operating under the 501(c) 3 assigned to Heritage Church of God. The proposed location for the transitional housing facility is the City of Reedley owned property located at 1697 W. Huntsman Avenue. This property was previously occupied by the Marjaree Mason Center through a conditional use agreement with the City for their use as a victim shelter.

### **BACKGROUND**

The Reedley Police Department has begun strategizing with Hope Now Ministries, a local non-profit organization which has been established by Ken Baker of Heritage Church of God, who is also a Reedley Police Department Chaplain. The vision has been to establish a community transitional housing facility to serve the Reedley area, in partnership with the City of Reedley.

The goals and objectives set forth in establishing a business plan include transitional housing accommodations, food, clothing, life skills training workshops and mentoring. The primary focus will be on providing housing and services to victims of crime, struggling families due to incarceration of a family member and families in need of emergency shelter due to disaster or unforeseen circumstances. A potential to provide services to previously incarcerated offenders may exist, through a vetting process in conjunction with the Police Department to avoid potential risks to anyone who is housed with other families after re-entry.

The projected length of stay for an accepted family would range from one to thirty days, with re-evaluation after a thirty-day stay has been completed by anyone housed in the program. The objective by providing services to families during their stay will be to give resources and opportunity for them to find permanent residency. The Reedley Victim Services Collaborative would also be at the disposal of any occupants of the housing program during and after their stay.

### **FISCAL IMPACT**

The grant application will request \$560,000 in funding to be used over a period of three years to begin operation of the housing facility. These funds will be used to cover operating expenses: \$100,000 per year, administrative costs: \$60,000 per year, initial upgrades to property and home: \$ \$60,000 and initial upgrades to the security system: \$20,000.

The State grant requirements include a mandate that states the Transitional Housing Program must remain open for a period of ten years upon successful award of the grant. There will be no matching funds from the City for the first 3 years. The Police Department will administer and monitor all approved grant funds to maintain fiscal requirements and responsibility.

Once the State grant funds have been expended after the initial 3 year period, it is the intent of Hope Now Ministries that they will be responsible for the costs of the shelter through fundraising and future grant opportunities. It is not the intent of the City to provide funding for the shelter after the initial grant funds have been expended.

### **PRIOR COUNCIL ACTIONS**

No prior City Council actions.

### **ATTACHMENTS**

1. Grant Application Resolution 2017-055

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

recommend an application be put on hold until I can feel comfortable about the applicants background.



*Jose L. Garza*

**Chief of Police**  
*FBI-NA Session #269*





## **FAITH House Rules for Residents**

*DRAFT - Revised February 2018*

1. Maximum time of residence at FAITH House will be 30 days. It will be your responsibility during your stay to be seeking housing and employment on a daily basis. A one-time 30-day extension request will be considered if residents have no citations and progress is acceptable. Recommendation for such an extension is considered and reviewed by the Operator, with concurrence required by the Reedley Police Department.
2. All furnishings and other property on the premises that belong to FAITH House or Hope Now Ministries will not be damaged or removed. No structural changes may be made to the premises, either inside or outside. Any maintenance or repair needs, damages or hazards will be reported during office hours (9 a.m. – 5 p.m. Monday through Friday) to the Executive Director or a staff member.
3. If you receive Food Stamps or other such benefits, 50% will be required to be used for meals at the facility. You will be given a shopping list and any items purchased will be shared with other residents at the facility. It is highly recommended that you save your remaining 50% for when you move out. If you do not receive food stamps, you will be encouraged to apply for these benefits. Proof will be required if you do not qualify for such benefits.
4. At final checkout, you are required to clean the room, wash all linen, remake the beds, and return it clean and ready for the next resident's use. If you have money deposited with FAITH House, it will be returned to you following room inspection.
5. A citation system is utilized at FAITH House. These rules have been put into effect for your safety and well-being. For each rule you break, we will issue a citation; if you receive 3 citations, your stay will be terminated. For those who are on extension, 5 citations will serve as the maximum.
6. There is a zero tolerance policy in effect for any resident being disrespectful to any volunteer or staff. Any violation will be addressed immediately and will result in a citation and/or termination of stay with us.
7. Residents will be required to attend all mandatory workshops. Bible Studies are also available every week. Bible Studies are encouraged but not mandatory.
8. The FAITH House is secured each evening by curfew. Curfew is 10:00 p.m., Sunday-Thursday nights. On Friday and Saturday nights, the curfew is 11:00 p.m. Employment or a pass is the only exception to this rule. If you are not working past these hours and come in after the set curfew without previous arrangements, you will be given a written warning.

9. If you have an appointment and will need to be excused from your chore assignments, a "Chores Excused" request form must be completed the day before your appointment. You must present either an appointment confirmation with your request or a verification of your appointment upon your return to the facility.
  10. Morning chores must be completed by 9:00 a.m. and evening chores by 7:00 p.m. Chores are to be completed immediately after the meals. (Any exceptions must be approved in advance). Only those who have chores assigned in the house are allowed to stay downstairs in the house after meals. If the dishwasher is turned on, dishes must be put away within 2.5 hours of it completing its cycle.
  11. Cleanliness makes living in crowded conditions more pleasant. We request that you bathe daily and leave the bathroom clean and ready for use by others. You and your family must be free of head lice before entering the facility and a spot check may be asked at any time. Upstairs families cannot come down before 7:00 a.m. The door for families in the outside units will open at 7:00 a.m.
  12. Residents are to clean their rooms and make their beds daily by 9:00 a.m., or before they leave for the day. Rooms will be checked daily by 10:00 a.m. by a staff member.
  13. All incoming mail must be logged in by the staff before it is given to the residents.
  14. If you are leaving the premises for a short time, you must sign out on the bulletin board and sign back in upon your return. An absence of 12 hours without notification will terminate your stay at FAITH House.
  15. Drugs and alcohol are not allowed. If you return to the facility under the influence of any drug or alcohol, your stay will immediately be terminated. A drug/alcohol test may be required at any time. Any refusal may result in temporarily terminating your stay until testing is completed.
- In accordance with Reedley Municipal Code 4-3, which prohibits smoking in all city owned or operated facilities, smoking is not allowed anywhere on the premises, including the garage, parking and all outdoor areas. If you are found to be smoking in your room, a citation will be issued, and your stay may be terminated.
16. No pets are allowed in the facility, nor are they allowed to be left outside, or in your vehicles. No radios, recorders (audio, video, digital or otherwise), TV's, laptops, or tablets are allowed in the rooms. Cell phones are not to be used during meals or chore time. Cell

phones are to be turned in by 8:00 p.m. and they can be picked up at 8:00 a.m. the next day.

17. Foul language and off-color jokes will not be tolerated. Any disagreement and/or bickering among residents will not be tolerated and will be dealt with accordingly. Any form of sexual harassment will not be tolerated and will result in immediate termination of stay and privileges.
18. Residents are not allowed to enter another resident's room. If you are accused of stealing another resident's property, the police will be called, a police report completed, and your stay may be terminated.
19. No outside food or drinks may be brought onto the property. Eating and drinking is only allowed in the dining room. If you are found to have food or drinks in the room, a citation will be issued, and your stay may be terminated. Coffee, tea and/or other hot drinks can only be consumed in the dining area.
20. You are required to sign up for meals one day in advance, right after dinner. A meal will not be prepared for you if you have not signed up. Two hours advance notice is required if you plan not to come in to eat, but you will be required to be present for your chores. Children will be fed even if parents forgot to sign up for meals. If you choose to eat without signing up, a citation will be issued. You must be on time for meals or a citation will be issued.

Children's snacks are served at 10:00 a.m. Meal times are as follows:

**Monday -- Saturday**

Breakfast - 7:00 a.m.    Lunch - 12:00 p.m.    Dinner - 5:30 p.m.

**Sundays**

Breakfast - 7:00 a.m.    Lunch - 12:30 p.m.    Dinner - 5:00 p.m.

21. Modest dress and shoes are required at all times. No short shorts, halter tops, see-through apparel, or pants that are too low will be allowed. Straps to T-shirts, tank tops, and blouses must be at least two inches wide. Undergarments must be worn. Night clothing/pajamas cannot be worn outside of rooms. Everyone, children included, must be washed, combed, and presentable for meals.
22. Children must be accompanied by their parent or guardian at all times. No other residents may babysit your children while at FAITH House. Children are not allowed to leave the premises unsupervised. They are not allowed in the kitchen, office, or food distribution areas without a parent or guardian. Children must be disciplined by their parents and must comply with the rules of FAITH House.



23. There is absolutely no reason any tenant of the home needs to be wandering or walking through surrounding neighborhoods. If tenants have family members or friends that live nearby, all visitations must be pre-approved by the director. Anyone picking up a tenant from the house will be directed to "not" park outside. That person must be pre-approved by a staff member and will be given access to enter the property for pick-ups.

Any complaints received from neighbors will be investigated. If such investigation results in the confirmation of a broken rule, you will be issued a citation. No loitering, panhandling, or soliciting is allowed in the facility, on the premises, or adjacent to the facility. If you are found to violate any of the above, you will be terminated from your stay at FAITH House.

24. Washers and dryers are available for your use at FAITH House. You must be present until you are finished with your laundry activities. **DO NOT OVERLOAD** washers and dryers. When the weather is appropriate, we recommend using the clothes line. Detergent is provided but you may purchase your own bleach, softeners, and dryer towels.
25. Any use of portable heaters and/or coolers must first be approved by FAITH House staff. Candles and incense are not permitted.
26. All residents will have supervised access to a house phone and time of use must be coordinated with FAITH House staff. Personal Cell Phones will be allowed but may only be used in designated phone areas and in conjunction with phone curfews which is 8:00 a.m. to 9:00 p.m.
27. FAITH House is not responsible for the loss or theft of your property or money. All belongings need to be picked up within 48 hours of departure. Anything left will be disposed of.
28. Prescription drugs must be turned in to staff for safekeeping upon arrival to the facility. When you need to take your medicine, ask the staff to get your personal container. After taking your medicine, you must return the container with your medicine to staff. Staff will not handle or dispense any prescription drugs.

We want your stay at FAITH House to be as pleasant as possible. Our rules are enforced so that we can better serve you and others. Complaint forms are made available for any grievances or concerns; and they should be turned in directly to the FAITH House Operations Manager. We have an "open door" policy, so feel free to make an appointment should you have any issues, concerns, or comments. Please keep in mind that all of our staff has other duties, so they might not be able to address your needs immediately.

By signing below, I am certifying that I have read the Rules for Residents (above), and confirm that I understand the violation of any of these rules could result in my stay at the FAITH House being terminated.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DRAFT

**Application Cover Sheet**

**Community-Based Transitional Housing Program**

**Instructions**

1. Complete this cover sheet and the application form. Unless otherwise specified, application form responses are limited to the corresponding text boxes. The text boxes may be expanded as necessary. Please note there are 14 separate tabs on the application form.
2. Secure a copy of the governing board resolution that states the governing board shall approve final issuance of a conditional use permit or other local entitlement for the applicant facility, valid for at least 10 years, if this application is approved.
3. Submit the application cover sheet, application form, and a copy of the governing board resolution pursuant to the application package submittal instructions below.
4. If an applicant seeks Program funding for more than one facility, a separate application package must be submitted for each facility.
5. You may submit an application to increase the number of persons served in an existing facility, if the applicant's governing board amends the existing conditional use permit or other local entitlement to be valid for at least another 10 years. A governing board resolution to this effect should be included in the application package.

*I, the undersigned, state that the information in this application package is accurate and complete to the best of my knowledge. I am furthermore authorized by the City of Reedley/ Fresno County, to state that the same hereby agrees to abide by all laws and regulations governing the Community-Based Transitional Housing Program if this application is approved:*

Paul A. Melikian

Name

Assistant City Manager

Title

Paul A. Melikian

Signature

6/19/2017

Date

**Application Package Submittal Instructions**

Application packages may be submitted to the Department of Finance between October 1, 2016 and October 1, 2018. Finance will not review application packages submitted outside this time frame.

Send application packages in PDF format to: [CTHProgram@dcf.ca.gov](mailto:CTHProgram@dcf.ca.gov)

Questions regarding the application process may be directed to the email address above.





**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Question	Response
1 State the amount of Program funding requested, in whole dollars. <b>The</b> requested amount may not exceed \$2 million.	The City is looking for a total of \$560,000 over a 3 year period. The City is requesting \$100,000 per year for 3 years for operating expenses; \$60,000 a year for 3 years for administrative costs; \$60,000 for initial upgrades to the home and property; and \$20,000 for initial security system upgrades.

**Community-Based Transitional Housing Program Application Form**  
**The City of Reedley**

Question	Response
2 Describe the type(s) of residents the facility will serve.	The facility is a large City owned home located at 1697 West Huntsman, Reedley, CA 93654. The facility will be operated by Hope Now Ministries. The residents will be folks who are in need of transitional housing and need help due to crisis that would leave them homeless if not for assistance. A person will be able to use the Hope Now facility for transitional housing, counseling, job training, and child care



**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Question	Response
3 State the length of the facility's program, and the number of residents that are expected to complete the Program each year.	The program offered will be 30 days with an opportunity to request an additional 30 days. The home can comfortably house 17 people. Initially it is expected to serve 100 people a year and increase as the public becomes more educated about the program and its services.

**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Question	Response
<p>4 If the facility will serve criminal offenders, state the type(s) of offenders for whom the facility will provide services (e.g. felons, misdemeanants, violent, non-violent, any types of offenses for which persons will be ineligible for participation, etc.)</p>	<p>The facility will serve criminal offenders who have been thoroughly vetted, considered high risk, and have families that are in need of transitional housing and services.</p>

**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Question	Response
5 Describe the services that the facility will provide residents.	The Facility will be available to victims of domestic abuse and/or to those who are in need of transitional housing due to a family member being incarcerated. The home will provide job training skills, counseling for victims of domestic abuse, and child care. The program is intended to be for 30 days and will create a pathway towards self reliance.



**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Question	Response
<b>6</b> Describe the purposes for which the applicant city/county/city and county will use the Program funds.	The City will use the program funds to administer the program and prepare all the reports necessary to provide the Department of Finance.

**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Question	Response
7 Describe the purposes for which the facility will use the Program funds.	The facility will use the program funds for operating expenses. In addition to rent, utilities, and maintenance, the funds will go towards food, linens, personal care supplies, counseling services, school supplies, and toys for the children.

**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Question	Response
<p>8 Describe the facility operator's past in-state experience with operating similar facilities. Include detailed information, for each of the last 15 years, describing each instance which the facility operator was found to be in violation of any state law, local rule, regulation, or ordinance, including any applicable state or local licensing requirements. <u>Additional pages may be attached if required to provide a complete response.</u></p>	<p>Hope Now is a private, non-profit 501(c)3 community service corporation that serves the City of Reedley and surrounding communities. Their mission statement is to provide a positive and authentic atmosphere where families can grow towards a healthier, safer tomorrow, for a better today. The purpose of Hope Now Ministries is to Assist, Support and Provide Emergency Services and Resources to the homeless and hungry. Hope Now has never been in violation of any state law, local rule, regulation, or ordinance.</p>



**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Question	Response
<b>9a</b> If the facility will serve criminal offenders, describe the facility operator's program performance measurements for reducing recidivism and assisting the offenders in transitioning back into society.	The facility will primarily serve victims of abuse or violent crime, families who are in immediate need of transitional housing due to incarceration of a family member and potentially the re-entry of criminal offenders who have gone through a vetting process to ensure they do not pose a threat to other members of the facility.

**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Question	Response
<p>9b</p> <p>If the facility will serve residents who are not criminal offenders, describe the facility operator's program performance measurements for determining whether the residents' participation was successful.</p>	<p>The home will offer a 30 day program that provides support and resources to families who would otherwise be displaced. There will be an option to stay for an additional 30 days if more time is necessary. The program's measure for success will be determined on a resident's ability to move from transitional housing to becoming a vital part of the community.</p>

**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Question	Response
<p>10 Provide a list of all permitted facilities located within the applicant city/county/city and county's jurisdiction that, in a residential setting, provide transitional housing services, psychological counseling, or cognitive behavioral therapy. <u>Additional pages may be attached if required to provide a complete response.</u></p> <p>This list must include:</p> <ul style="list-style-type: none"> <li>- The number of persons residing in each facility.</li> <li>- The types of services provided to the residents in each facility.</li> <li>- The number of persons in each facility who are on probation or parole.</li> </ul>	<p>There are no other certified facilities of this kind in the City's jurisdiction.</p>



**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Question	Response
11 State the amount of local matching funds, if any, that will be provided. Use whole dollars.	The matching funds come in the form of the home that Hope Now will operate out of. The home is valued at \$225,000.00.

**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Question	Response
12 If local matching funds will be provided, describe the purposes for which those funds will be used.	The home will provided by the City and will serve as the location for the transitional housing that will be operated by Hope Now. In kind services will also be provided in the form of volunteers who provide services in and around the home.

**Community-Based Transitional Housing Program Application Form**  
**City of Reedley**

Provide two contact persons from the applicant city/county/city and county and two contact persons for the facility operator who can respond to any questions regarding this application.

Name		Phone Number and Email Address	
City/County/City and County - Police Chief Joe Garza		(559) 637-4250 Ext 246; joe.garza@reedley.ca.gov	
City/County/City and County - Lt. Marc Ediger		(559) 637-4250 Ext 243; marc.ediger@reedley.ca.gov	
Facility Operator - Executive Director Ken Baker		(559) 375-6783; ken.baker@reedley.ca.gov	
Facility Operator - Frank Pinon		(559) 393-1049; frank.pinon@reedley.ca.gov	