

STAFF REPORT

DATE: December 1, 2009

TO: City Council

FROM: Ruth Uy Asmundson, Mayor (Subcommittee Member)
Sue Greenwald, City Council Member (Subcommittee Member)
Elvia Garcia-Ayala, Community Services Director
Danielle Foster, Housing and Human Services Superintendent

SUBJECT: D Street Neighborhood City Council Subcommittee Recommendations;
City and Davis Community Church Memorandum of Understanding (MOU)

Subcommittee and Staff Recommendation

1. Approve the attached resolution (Attachment 1) directing the Mayor to sign the attached Memorandum of Understanding (MOU) with Davis Community Church;
2. Direct staff to provide additional information to local businesses and the community overall regarding local and countywide resources for households who are homeless and at-risk of homelessness; and
3. Retain the existing City Council Subcommittee and direct them to work on broader questions, concerns, and planning needs regarding local households who are homeless and at-risk of homelessness. Direct the subcommittee to return with a detailed scope for City Council review and action.

Fiscal Impact

Existing staff resources and budgeted staff time funded with the Redevelopment Agency's Set-Aside Fund administrative dollars are being used on this project. While this does not add costs to the city general fund budget, it does divert staff time from other projects. Ongoing review and management of the recommended MOU will require additional staff time as will outreach and public information efforts.

Council Goal(s)

- Downtown Davis – Further enhance the downtown to allow for more arts and entertainment, adequate parking, housing and commercial activity.
- Housing – Advance an array of housing options targeting affordability, internal growth, University-related needs and housing needs of special populations.

Background and Analysis

Over the past few years and with the opening of additional services serving homeless and low-income individuals and families, there has been increasing frustration expressed by the neighbors on and around D Street regarding what they describe as an over-concentration of homeless services in their neighborhood. The block of C-D-4th-5th has a zoning designation of Core-Infill (C-I), which allows for public and semi-public uses by right, without requiring a public review of these uses and their potential impacts. The two property owners in this District are the City and Davis Community Church (DCC). While the City has chosen to complete public outreach with

new services on its parcels, this process has not been required. City outreach has fostered neighborhood discussion and input into services serving homeless and low-income individuals, providing an opportunity that the neighbors have requested of all similar services in the zoning district.

In October 2008, staff brought a recommendation to the City Council to adopt an emergency ordinance to change the zoning for this District. The City Council did not take action on the ordinance, but recognized the need for additional information gathering on the needs and services of stakeholders involved. The City and DCC agreed that further community conversations should take place prior to any action on the part of either the City or DCC. The Council appointed a subcommittee of Mayor Asmundson and Councilmember Greenwald to work with the stakeholders and try to forge solutions. In December the City Council provided its Subcommittee with a Scope of Work that included outreach to all stakeholder groups and the gathering of supplemental information.

Since the approved Scope of Work in December, the subcommittee has completed all of the tasks outlined, including the following:

- Small group meetings with each of the Stakeholders in the C/D Street Neighborhood, including: Business representatives, Davis Community Church, Davis Community Meals, Grace House staff and guests, the Interfaith Rotating Winter Shelter board members, staff, and guests, Neighbors of C and D Streets and Old North, and staff of Short-term Emergency Aide Committee (STEAC). A summary of comments, concerns, and suggestions gathered from these meetings are provided in Attachment 2 of this report.
- Information gathering from city staff and local services providers.
- Visits to each of the services provided within the D Street Neighborhood, including both cold weather shelters, Grace House, and STEAC.
- A joint meeting of all stakeholder groups to discuss comments and concerns that were gathered and identify options for next steps.
- Negotiation of a Memorandum of Understanding (MOU) with Davis Community Church, including input from representatives of the D Street neighborhood.

Completion of these steps resulted in the recommendations of this report. The subcommittee has negotiated a MOU that they believe represents a compromise of the needs and interests of all stakeholders and creates expectations going forward on how services will be provided; how neighbors will provide input on service changes; and what options will be considered by the City if the MOU is not upheld, specifically stating potential consideration of a zoning amendment.

In addition to the recommended MOU, the subcommittee sees local outreach and education as an important tool for linking local households and businesses to existing services, in an effort to provide the community options for assisting persons in need. This need was identified as a gap during stakeholder meetings and based on feedback received from community members. Recognition of this information gap led to the second recommendation of the report which would direct staff to provide additional information to local businesses and the community overall regarding local and countywide resources for households who are homeless and at-risk of homelessness.

Lastly, the subcommittee heard from stakeholders and Council early on that a larger and broader effort should be made to consider local planning needs citywide for households who are homeless or at-risk of homelessness. To continue these efforts, the subcommittee is recommending that it remain in place and bring back a scope of work for Council review on its future focus. This scope of work may tie into larger efforts related to the Countywide Homeless Coordination Project and the Countywide 10-Year Plan to End Chronic Homelessness, which are two larger efforts that the City is actively participating in. The 10-Year Plan is currently under public review and is scheduled to be acted upon at the December 8, 2009 Council meeting.

Summary of MOU

The MOU being recommended represents the outcome of multiple meetings of the subcommittee with Davis Community Church and neighbor representatives to create a document that could address and balance needs voiced by the variety of stakeholders in the D Street area. The MOU represents a compromise solution.

Section I. The MOU outlines its intent within the opening of Section I and then uses Articles 1 and 2 below it to outline City and Davis Community Church responsibilities, respectively. Some of the City's responsibilities include annual stakeholder check-in meetings for five years and subsequent years as needed, collection of monitoring information from DCC, follow-up on complaints related to this MOU, and administering the public noticing and outreach process detailed in Section II of the MOU. Davis Community Church's responsibilities relate primarily to its attendance to annual check-in meetings, agreed upon parameters and scope of related services on its property, a commitment to not pursue establishing lockers on its property for use by homeless individuals unless through the process agreed to in the MOU, participation in a Neighborhood Watch Program and other steps to further secure its property, submittal of monitoring reports, and a commitment to the Process Section (Section II).

Section II. Section II is the Process Section of the MOU that details the process by which changes to DCC programs that serve homeless and low-income individuals will be considered and lays out opportunities for neighbor input as part of that process. The process includes neighborhood noticing, neighborhood meetings, and use of mediation between the stakeholders if necessary, in order to reach an agreement amongst stakeholders about program changes. If agreement is not reached, the request is then taken to the Planning Commission for action and can ultimately be appealed to the City Council. This process can also be used for disputes in how existing programs are run. The City has the ability to recommend a change in process or may request a cost-sharing agreement if carrying out this part of the MOU is too costly or time-consuming.

Section III. The last section, Section III, summarizes the noticing and steps that the City will take in cases of default under this MOU. Once a default is identified during a month of programs, DCC would be provided a 30-day notice to correct the default. If the default is not corrected, the City would then consider the necessary action in response to such default. Primary consideration would be given to whether a zoning amendment is necessary, but a range of options would likely be brought before Council for direction to staff on how to proceed.

This MOU includes the City and Davis Community Church as the document parties and signatories. While the document was also created with input from neighbor representatives Brad Schaffer (D Street homeowner) and Tim Swickard (D Street businessowner), who communicated

with their neighbors on the MOU, it was agreed that without a formal neighborhood association it did not make sense to include individual neighbors as parties to the agreement. Neighborhood concerns and comments were considered as the MOU was drafted, but all parties agreed that signature of the MOU by individual neighbors was not appropriate. Since they are not a party of the MOU, the neighbors have not voted on the MOU and were not part of its final negotiation.

As of early fall, there were a few remaining areas of disagreement that needed to be resolved in order to finalize the MOU between the Council Subcommittee and Davis Community Church. Primarily, the biggest difference has been a request by neighbors for a two-year period during which DCC would not expand or add to any services governed by the MOU. DCC was quite hesitant to agree to this freeze on changes based on their goals of responding to local needs. In an effort to balance these positions, the Subcommittee and DCC have agreed on the following language: "It is agreed that no request for expansion of services will occur within the one year period following the execution of this MOU, except under extraordinary circumstances that would warrant a request during the one year period."

The Subcommittee believes that the one year period being agreed to, in addition to the year of processing that has taken place since December 2008, is a sufficient period of time without program changes that responds to the needs of both stakeholder groups.

Davis Community Church took an earlier version of the MOU to its Session (decision-makers) in August, which was supported by DCC but did not include the language specifying a period without expansion of services. DCC had stated concern over any limitations on their ability to request program changes or additions, particularly given the current economic climate. Their concerns regarding the economy led to the potential exception in the language above. The compromised language above was subsequently taken to the DCC Session on November 17, 2009 and was supported. The subcommittee believes and staff agrees that putting a hold on potential expansion of services for the agreed-upon amount of time will allow all parties to gauge the current services and their impacts, while also acknowledging a good faith request of the neighbors. This agreeable compromise was necessary for there to be a viable MOU. Since entering into a MOU is voluntary by both parties, it is important to have consensus. Without an MOU, the City would have to consider other options. The subcommittee determined that supporting a MOU provides the clearest expectations, responsibilities, and commitments by both parties. The other recommendations from the subcommittee support consideration of other needs and planning for services and programs that serve low-income and homeless individuals and families. Staff supports the subcommittee recommendations.

Attachments

1. Resolution Approving the Memorandum of Understanding with Davis Community Church
Exhibit A - Memorandum of Understanding
2. Summary of Needs and Suggestions and Concerns and Comments from D Street Stakeholder Groups

RESOLUTION NO. 09-XXX, SERIES 2009

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAVIS TO ENTER INTO
A MEMORANDUM OF UNDERSTANDING WITH DAVIS COMMUNITY CHURCH
(DCC) REGARDING SOCIAL SERVICES FOR HOMELESS AND
LOW-INCOME INDIVIDUALS PROVIDED ON THE DCC PROPERTY**

WHEREAS, the City Council created a subcommittee in October 2008 to complete a Scope of Work approved in December 2008 that included outreach and information gathering with a range of stakeholders in the D Street neighborhood; and

WHEREAS, the City Council is working to balance the needs of all stakeholders in the D Street Neighborhood and those of the overall community; and

WHEREAS, the City Council acknowledges the services that Davis Community Church provides to the local community; and

WHEREAS, the City Council recognizes the need for a common understanding of existing services provided on the Davis Community Church property and a mutually agreed upon method for future changes and additions to its services for homeless and low-income individuals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davis that the enclosed Memorandum of Understanding (Exhibit A) with Davis Community Church be executed and further upheld by the City.

PASSED AND ADOPTED by the City Council of the City of Davis on this 1st day of December, 2009 by the following vote:

AYES:

NOES:

Ruth Uy Asmundson, Ph.D.
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

**Davis Community Church
Social Services for Homeless and Low-income Individuals
MEMORANDUM OF UNDERSTANDING**

Establishing a common understanding and agreement among Davis Community Church (DCC) and City by establishing parameters, procedures and potential remedies pertaining to the scope and intensity of social services for homeless and low-income individuals occurring on DCC property

Parties

City of Davis (City), representing the public interest and zoning authority and acting as an intermediary between Davis Community Church and the C and D Street neighborhood;

and

Davis Community Church (DCC), owner of the Davis Community Church property and the landlord to and provider of social services for homeless and low-income individuals on its properties.

I. Intent of Memorandum of Understanding (MOU). The intent of this MOU is to establish a framework where DCC can continue to provide valuable social services for homeless and low-income individuals to members of need within the community by operating in a manner that retains a harmonious relationship with nearby neighbors. The underlying premise is a commitment by all parties to abide by terms of this MOU on a voluntary and cooperative basis, in furtherance of the following shared principles:

- a. Desire to maintain the neighborhood of C and D Streets as one that is attractive and sustainable for living, working, and worship while providing social services for homeless and low-income individuals that are consistent with city planning goals, the mission of DCC and its core teachings related to serving the poor, and a desire to support a vibrant downtown, in a manner similar to any similarly situated neighborhood in Davis;
 - b. Recognition that the issue of homelessness is a regional and community-wide concern requiring regional and community-wide solutions;
 - c. Recognition that the provision of services to homeless individuals and families and the avoidance of externalities resulting from such services is a concern of the city and various non-profit private organizations and requires coordination of the city and private organizations in responding to these concerns.
 - d. Desire for relationships based on mutual trust and a commitment to open and constructive communications; and
 - e. Need for clearly defined procedures for addressing changed circumstances and issues that may arise.
1. **City of Davis Roles and Responsibilities:**
- a. The City supports the ongoing cooperation and communication of the Parties and will assist in scheduling and hosting annual check-in meetings for the first five years of this agreement and subsequent periodic check-in meetings as requested by the other Parties of this MOU and/or based on issues identified during the previous twelve-month period of the MOU.
 - b. The City will carry out regular monitoring of the DCC Social Services for homeless and low-income individuals, detailed in this MOU, through the request of reports from DCC and will follow-up on complaints by DCC and the neighbors related to this MOU. The City will provide, as public information, the monthly reports by DCC on their social services for homeless and low-income individuals in accordance with the California Public Records Act.

- c. The City will continue to support and serve the neighborhood surrounding and including DCC through all of its regular services and capacities.
 - d. The City commits to administering the process detailed in Section II below and commits to working with DCC and the neighbors to resolve any issues that arise related to this MOU.
 - e. All Parties acknowledge that the City may, at its discretion, exercise its statutory authorities under the State of California in an effort to resolve circumstances under this MOU. This MOU does not prevent the City from exercising statutory authorities as provided by its police powers, including but not limited to zoning amendments, code enforcement, and nuisance abatement, at any time it deems appropriate.
2. Davis Community Church's Roles and Responsibilities:
- a. DCC commits to attending check-in meetings with the Parties of this MOU as scheduled by the City, including annual meetings for the first five years.
 - b. DCC commits to not substantially expanding any existing or initiating any new quasi-public social services for homeless and low-income individuals uses on its property without going through the process outlined in Section II, but may continue to provide the existing services, subject to the parameters set forth in this MOU. DCC agrees to the following program caps on the Social Services for homeless and low-income individuals:
 - DCC, in conjunction with Grace House, may continue to operate the Brown Bag Lunch Program a maximum of five days per week, during weekdays (Monday-Friday) for one hour periods each day. The Brown Bag Lunch Program shall not exceed an average of 14 persons per day, and shall not serve more than 25 persons on any given day. The Brown Bag Lunch Program shall provide space for and encourage program participants to eat their lunch on DCC property. DCC will count the number of adult and children participants in the Brown Bag Lunch Program each day and will report those numbers monthly to the City. Should the Brown Bag Lunch Program be at its limit and the last participant in the program that would exceed the limit is a child, then the program shall be permitted to exceed its limit and serve the child. For purposes of the Brown Bag Lunch Program, an adult is considered to be a person who is 13 years old or older.
 - DCC may continue to operate the Grace House Day Respite Program a maximum of three weekday afternoons per week, for up to four hour periods each day. The Grace House Day Respite Program shall not exceed 40 persons per day on average, and shall not serve more than 53 persons on any given day. DCC will count the number of individual participants in the Grace House Day Respite Program each day and will report those numbers monthly to the City.
 - DCC may continue to operate the Interfaith Winter Rotating Shelter Program only during the winter months from November through March and at a maximum of four one-week periods (Sunday to Saturday) may be located on DCC properties. The IRWS Program shall not serve more than 25 persons on any given day that it is located at DCC properties. Intake for the program is to be located at an off-site location. DCC also participates with the administration of the IRWS Program. DCC will count the number of adult and children participants in the Winter Rotating Shelter Program each day that it is held on DCC property and will report those numbers monthly to the City.
 - c. DCC acknowledges that a public lockers program does not currently exist on its property and commits to not pursuing such a program on its properties unless it is requested and processed using the Process section steps outlined in this MOU.
 - d. DCC commits to actively participating in a Neighborhood Watch Program with its neighbors in an effort to support neighborhood safety, build relationships, and maintain good communication with its neighbors and within the neighborhood surrounding DCC. DCC shall coordinate volunteers for regular patrolling or similar security on the DCC property during times that social services for homeless and low-income individuals are

- being provided in order to assist in the overall safety of the neighborhood. DCC will continue to enhance property security with physical changes in an effort to reduce and eliminate camping on the DCC property.
- e. DCC agrees to cooperate with the City and other non-profit and faith-based organizations to coordinate services throughout the City and the County that can address local needs for social services for homeless and low-income individuals, while minimizing the impacts of those services on a single neighborhood.
 - f. DCC commits to providing monthly monitoring reports on its Social Services for homeless and low-income individuals, detailed in this MOU, that summarize the number of persons served each day by DCC's Social Services for homeless and low-income individuals (without client-specific information) that will be provided to the neighbors and other members of the public upon request to the City. DCC commits to providing reasonably accessible additional information related to the Social Services for homeless and low-income individuals in this MOU, as requested by the City.
 - g. DCC commits to participating in the process detailed in the Process Section below and commits to working with the City and the neighbors to resolve any issues that arise related to this MOU.
 - h. DCC will notify its tenants of this MOU and the Roles and Responsibilities and Process within it, including providing them a copy of this MOU and copies of any subsequent amendments to it. DCC shall be responsible for social services for homeless and low-income individuals that are held on its property and shall not create a nuisance, pursuant to City Municipal Code Article 23.01.030, in the neighborhood.
 - i. In the event that unanticipated exigent circumstances, such as extended storms, create the need for DCC to provide services in addition to those listed above for a temporary period, DCC will immediately notify the City and neighbors of this problem. The City in the exercise of its police power may create a temporary exception from the terms of this agreement to enable DCC to deal with such contingencies. The City shall notice neighbors within a 500 foot radius of any such exception that is approved.
 - j. The provision of services by DCC which exceed the caps stated above in any given month shall be cured within the following month or shall constitute a substantial expansion of DCC's homeless program requiring DCC to initiate the "Process for Expanding Social Services for Homeless and Low-income Individuals" described below.
 - k. This MOU shall not be considered a waiver of any of the rights DCC may assert under the United States and California Constitution, nor does it constitute a waiver of any other rights or protections DCC may assert under federal or state law.

II. Process for Expanding Social Services for Homeless and Low-income individuals and in Cases of Dispute

- 1. Expanding Social Services for homeless and low-income individuals. It is agreed that no request for expansion of services will occur within the one year period following the execution of this MOU, except under extraordinary circumstances that would warrant a request during the one year period. If DCC or a tenant on its properties wishes to expand Social Services for homeless and low-income individuals on its properties in excess of the caps, the Parties of this MOU shall comply with the following process:
 - a. DCC shall contact the City and provide a detailed description of the expanded services being proposed. If the City finds the request to be consistent with the existing zoning of DCC, then the City will proceed with the other steps of this process.
 - b. The City shall provide notice of the requested expansion of services and a neighborhood meeting date to all neighbors, defined as owners and tenants within 500 feet of all DCC properties. The City shall also contact other parties with this information as deemed appropriate.
 - c. The City shall host a neighborhood meeting to discuss the request to expand services, collect input, and respond to questions. The City shall try to facilitate an agreement amongst the noticed and responding neighbors either at this public meeting or at a

- subsequent public meeting, if the City determines that a subsequent meeting is warranted, considering City resources and the current state of discussions.
- d. If an agreement cannot be reached through up to two City meetings, the Parties agree to invite the neighbors to participate in the City mediation program, if the service continues to be offered by the City, or through another readily available mediation program. Use of the City's mediation program will require payment of the City's existing mediation fee (currently \$20) by DCC. The City will consider its resources and the current state of discussions when considering the completion of this step in the process. The City may skip or terminate the mediation process and take the request directly to the Planning Commission if the City determines that further mediation efforts are futile and the parties are at an impasse.
 - e. If the City determines that an agreement cannot be reached through mediation or if the City deems appropriate otherwise, the request will be taken to the Planning Commission for review and action. Notice of the Commission meeting will be given in accordance with the requirement for public hearings. Determination by the Planning Commission will be based upon the considerations in issuing conditional use permits in the Municipal Code. Actions of the Planning Commission may be appealed to the City Council within 10 days of the Commission's action.
 - f. Any expansion of services that are agreed to through the process detailed in this MOU or that are approved by the Planning Commission or City Council will be incorporated into this MOU through an amendment to be signed by all Parties of the MOU.
 - g. The process outlined above shall also be used in the event that the City or neighbors identify new negative impacts from existing Social Services for homeless and low-income individuals, or there is disagreement over whether the Parties are in compliance with the terms of this MOU. The City will use its best efforts to comply with the process provided for in this MOU, but will consider its resources and the current state of discussions, and may combine or skip steps in the process, if warranted.
 - h. In the case of unresolvable differences between the MOU Parties and after exhausting all remedies set forth in this MOU, DCC acknowledges that the City may, at its discretion, exercise its statutory authorities under the State of California in an effort to resolve circumstances under this MOU. The City may propose a change in process or request a cost-sharing agreement in the case that carrying out this process and the City's role in this MOU become a cost burden to the City.
 - i. DCC shall not be required to bear the costs of the process described above other than the payment of the City's mediation fee. DCC will not be required to indemnify the City for any expenses or liabilities the City incurs resulting from the City's participation in the process.
 - j. This MOU does not in any way prevent the City from exercising statutory authorities or otherwise limit the City in the exercise of its police powers at any time it deems appropriate.

III. Cases of Default

In the case that DCC or a tenant of its properties triggers a default of this MOU based on a lack of compliance with DCC's Roles and Responsibilities as listed above, including the submittal of monthly reports and adherence to program caps, the Parties of this MOU shall comply with the following process:

- a. The City shall provide a 30-day notice to DCC regarding the identified default and shall provide DCC with the required steps to cure the MOU default within the 30-day period.
- b. If DCC takes the necessary steps to cure the MOU default, the MOU shall stay in effect. If DCC does not take the necessary steps to cure the MOU default within the 30-day period, then the City shall take action as determined necessary and prudent to maintain the health and well-being of the community, including but not limited to rezoning or zoning ordinance amendments, as warranted, judicial action, and other equitable or legal remedies, as the City deems appropriate.

Davis Community Church Social Services for Homeless and Low-income Individuals MOU, Exhibit A

The above-stated understandings, rights, roles, and responsibilities are accepted and agreed to between the Parties of this MOU.

City of Davis

By _____
Ruth Uy Asmundson, Ph.D.
Mayor

_____ Date

Davis Community Church

By _____
The Rev. Mary Lynn Tobin
Moderator of Session

_____ Date

By _____
Marian Derby
Clerk of Session

_____ Date

**ATTACHMENT 2 - A SUMMARY OF CONCERNS AND COMMENTS THE
CITY COUNCIL SUBCOMMITTEE HEARD FROM THE C/D STREET STAKEHOLDER GROUPS**

Public Education/ Outreach	Addressing Local Needs	Safety/ Communication	Zoning/Land Use
<ul style="list-style-type: none"> • Need for information on existing services to: Stakeholder Groups, Business Community, Local Homeless Individuals, and Overall Community. • Need for information about ways people can help/support local homeless and low-income services. • Need to educate the community about the D St Stakeholder Meeting Process and local issues on homelessness. <hr/> <ul style="list-style-type: none"> • Need for community forum on homeless needs at the Social Services Commission. 	<ul style="list-style-type: none"> • Need to meet the needs of local homeless individuals. • Need to have comprehensive, long-term plan. (e.g. City Taskforce, Countywide 10-year Plan to End Chronic Homelessness, other) • Need to focus on the provision of food services and other critical services to keep people in housing. <hr/> <ul style="list-style-type: none"> • Need for lockers. • Need for opportunities that allow for homeless individuals to participate in neighborhood clean-up and community projects/activities. 	<ul style="list-style-type: none"> • Need to explore establishment of a Neighborhood Watch Program in the C/D Street Neighborhood. • Need to identify and implement environmental changes in the C/D St Neighborhood and Central Park that improve safety. • Need for an increased police presence in the C/D St Neighborhood and downtown. <hr/> <ul style="list-style-type: none"> • Need to create a Neighborhood Association that increases regular communication between residents, Davis Community Church, local non-profits, and local businesses. (central point of contact with City, Neighbors Night Out, etc.) 	<ul style="list-style-type: none"> • Need to balance the needs/rights of each stakeholder group. • Need to leave zoning as is. • Need to change zoning/ permitted land uses, requiring a conditional use permit for public and semi-public uses. • Consider planning application Indemnity Clause. • Consider planning fee structure, with considerations for non-profit applicants. • Need to disburse services that serve homeless individuals, consider all uses in C/D St Neighborhood. • Consider keeping services closer together. • Consider providing transitional housing units in new housing developments.

C O M M O N A L I T I E S

D I F F E R E N C E S

CATEGORY	CONCERN/ COMMENT/ OTHER FEEDBACK HEARD
<p>Homeless Services and Needs</p>	<ul style="list-style-type: none"> ● Concentration of homeless/quasi-public services on D Street. ● Centralization can help address need. Should services be centralized in Davis? ● How much more decentralized can IRWS get? The rotating shelter is helping defuse homeless services within the city. ● Potential for locker program and increased impact on safety, in addition to IRWS at DCC. ● Davis Community Church is providing services that the City might otherwise provide, serving the local homeless who might demonstrate negative behaviors otherwise. ● Burden placed on D Street businesses and residents for supporting earlier programs that worked well. ● Increases in homeless individuals, including from other regions. ● Programs have increased over the past couple of years at both Grace House and Davis Community Church. ● Day programs attract homeless individuals to the area during the day without a place for them to stay at night. ● Insufficient level of volunteer training for some service providers. ● Reduction of impacts within downtown when the rotating and Davis Community Meals Cold Weather Shelters are open. ● There are lots of local people unsheltered. Services do not attract additional homeless individuals. ● The population is here, at the door, in need - possible difference for city & church. ● There are harmless individuals who are homeless, who are making progress to get out of homelessness. ● Concern that serving a larger portion of the homeless community affects ability to support local homeless community. ● Having multiple programs results in competition between programs for volunteers, meals, etc. ● There are social services cuts; particularly mental health services cuts, within the County and throughout the state. ● High success rate of preventing homelessness of families locally through local programs in Davis. ● Davis-raised individuals are homeless and need services. The local population is being served. ● Valuable experience for volunteers and church members in IRWS, it has helped introduce people/volunteers to the local homeless population. Blessed to be part of the IRWS. ● Guests at IRWS are grateful & generous. Individuals are respectful overall and apologize for any misbehavior. ● Changes already made to IRWS are not recognized by neighbors ● What about the Davis Community Meals Shelter on D Street, they're there for 18 weeks, can that shelter be relocated? ● Connection between crime & services needs to be proven. ● Inability to open lockers to date. Lockers can alleviate visibility of homeless individuals. ● Over 50% of individuals served at IRWS are from Davis. Mostly men, 1 couple, some women stay at IRWS. ● Many homeless individuals are educated, but are facing the bad economy. ● The IRWS promotes decentralization of services: 20 churches participate in IRWS & there are 7 host locations.

CATEGORY	CONCERN/ COMMENT/ OTHER FEEDBACK HEARD
<p>Communication and Perception</p>	<ul style="list-style-type: none"> • DCC has responded defensively to input. • Neighbors do not get enough information about services being offered & rules and guidelines for them. • Some members of DCC seem to be misinformed or under informed; segment of congregation is supporting programs. • Feeling of intimidation from the City. • Communication is important and central to working together and identifying options. • Supportive of homeless services, but are being/can be characterized as insensitive if participate in community discussion. • City reaction to neighbor complaints. • Concern that impacts could increase if there is not a proactive approach now - balancing the needs of stakeholder groups. • Generous community can be inviting. • Positive experiences with service providers and the Davis Police Department. • IRWS board is open to feedback and input. • Are the experiences reported as concerns, new concerns/experiences that neighbors are having? • Spiritual need of Davis Community Church to carry out these services. • Davis Community Church wants to love our neighbors, interested in collaboration. • Decisions should be made based on data, not perception. • False statements and personal slander in the community. • Lockers taskforce chosen by DCC & ended when there was disagreement.
<p>Safety and Environment</p>	<ul style="list-style-type: none"> • Too intimidated to walk to work, use Central Park, walk dogs in neighborhood, etc. • Information on police calls needs to be compared and further considered. • Issues include: use of personal property, public urination, recycling rummaged through, sleeping on lawns, remarks made at pedestrians, congregation of people and trash (cigarettes, food trash, etc.) outside Grace House and in Central Park. • Homeless individuals congregating in and around downtown businesses. • Individual aggressive behavior of homeless individuals. • Negative experiences can affect downtown image for residents, businesses, and shoppers. • Dark areas downtown, poor lighting in areas and increased potential for theft. • Other issues to address in downtown (e.g. prostitution). • Davis Community Church took steps to improve property security in response to neighbor concerns. • In 1992 (approximately) DCC stopped allowing camping, further enforced since then. • Central Park is an attractive place for anyone to be.

CATEGORY	CONCERN/ COMMENT/ OTHER FEEDBACK HEARD
<p>Zoning and Land Use</p>	<ul style="list-style-type: none"> • Current zoning does not allow for neighborhood and community input. • Difference between for-profit & non-profit uses (Indemnity Clause in planning application). • Too much discretion in the assignment of Planning Fees. • Down-zoning the church is disproportionate response. • When is a use triggered into a Conditional Use Permit process (difference between CUP's & TUP's, what do other churches have?) • Zoning change initiated issue of religious justice. • There are other uses that have greater use impacts downtown (e.g. Fraternities). • Planning Fees and indemnification clause in planning application are a problem. • Zoning changes would impact Davis Community Church participation in IRWS, what impact could this have on IRWS? • Has the city considered changing the zoning of other churches?