PLANNING COMMISSION AGENDA REPORT

MEETING DATE: OCTOBER 24, 2016 **ITEM NUMBER: PH-4**

SUBJECT: APPEAL OF THE DENIAL OF SPECIAL USE PERMIT TO OPERATE A SOBER LIVING HOME AT 647 JOAN STREET (SL-15-0041)

DATE: OCTOBER 14, 2016

FROM: COMMUNITY IMPROVEMENT DIVISION/DEVELOPMENT SERVICES DEPARTMENT

PRESENTATION BY: SHERI VANDER DUSSEN, INTERIM ASSISTANT DIRECTOR/COMMUNITY IMPROVEMENT DIVISION

FOR FURTHER INFORMATION CONTACT: KATIE ANGEL, MANAGEMENT ANALYST
(714) 754-5618 katie.angel@costamesaca.gov

PROJECT DESCRIPTION

The applicant applied for a Special Use Permit (SUP) to operate a group home with six or fewer residents at 647 Joann Street on June 24, 2015. The Director of Economic and Development Services/Deputy CEO denied the SUP and the applicant has appealed that decision to the Planning Commission.

APPLICANT

The applicant is Richard Perlin.

ENVIRONMENTAL DETERMINATION

The request is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15268 (ministerial projects), 15270 (disapproved projects) and 15301 (existing facilities).

RECOMMENDATION

Uphold the Director's denial of the SUP by adoption of a resolution.

BACKGROUND

Under state law, a Department of Health Care Services (DHCS) licensed drug or alcohol treatment facility serving six or fewer residents is considered to be a residential use of property. Under Health & Safety Code section 11834.23, the City generally cannot apply standards to such a licensed facility that differ from those standards applicable to a single family dwelling. However, these prohibitions do not apply to facilities that are not state licensed.

The City Council adopted Ordinance 14-13 on October 21, 2014 revising Title 13 of the Costa Mesa Municipal Code (CMMC) to add Chapter XV which established conditions for granting a SUP to group homes with six or fewer residents in an R1 zone. The ordinance became effective on November 20, 2014. A sober living home is a type of group home for persons who are recovering from drug and/or alcohol addiction. Persons recovering from addiction who are currently not abusing drugs and/or alcohol are considered disabled under state and federal law. Group homes serving disabled persons are not considered to be boardinghouses. Rather, these facilities offer disabled persons the opportunity to live in residential neighborhoods in compliance with state and federal laws. Upon adopting the ordinance, the City Council found that without some regulation there is no way of ensuring that the individuals entering into a group home are disabled individuals and entitled to reasonable accommodation under local and state law or that a group home is operated professionally to minimize impacts to the surrounding neighborhood. A purpose of the land use regulations provided in the ordinance is to mitigate the secondary impacts from an over concentration of both group homes in a neighborhood. SUPs are granted to a group home operator as a ministerial matter if the facility is in compliance with the operating requirements found in CMMC sections 13-311 (a)(1) through (a)(9).

In enacting the ordinance, the City Council made the finding that housing inordinately large numbers of unrelated adults in a single-family home or congregating sober living homes in close proximity to each other does not provide the disabled with an opportunity to "live in normal residential surroundings," but rather places them into living environments bearing more in common with types of institutional/campus/ dormitory living. Further, the City Council found that a 650-foot distance requirement between sober living facilities provides a reasonable market for the purchase and operation of sober living homes within the City and still results in preferential treatment for sober living homes in that non-disabled individuals in a similar living situation (i.e., in boardinghouse style residences) cannot reside in the R1 zone. Specifically, CMMC section 13-311(b)(6) provides in relevant part:

> A special use permit for a sober living home shall also be denied, and if already issued, any transfer shall be denied or revoked, upon a hearing by the director under any of the following additional circumstances:
>
> **iii. The sober living home, as measured by the closest property lines, is located within six hundred fifty (650) feet of any other sober living home or state licensed alcoholism or drug abuse**

recovery or treatment facility. If a state licensed alcoholism or drug abuse recovery or treatment facility moves within six hundred fifty (650) feet of an existing sober living home this shall not cause the revocation of the sober living home's permit or be grounds for denying a transfer of such permit.

Under section 13-312(b), "Group homes that are in existence upon the effective date of this chapter shall have one (1) year from the effective date of this chapter to comply with its provisions". The operator submitted the SUP application for 647Joann Street on June 24, 2015. During the first year of the implementation of the ordinance, approximately 60 group home applications were received. The majority of those applications were missing items as required by the CMMC. Staff worked with the all of the applicants to request complete information. Upon the one-year compliance deadline, staff determined which locations had fully complied with the application requirements. Staff began to prepare for the issuance of permits to locations which complied with the City's adopted criteria and to prepare for Director's Hearings to consider the facts surrounding facilities that did not meet the approval criteria established in the ordinance. The Director's Hearings provide the applicant with an opportunity to present any reasons and/or evidence why the SUP should not be denied. Following the conclusion of the hearing, the Director provides a written notice to the applicant or permittee setting forth the decision within ten (10) days. The decision of the Director is appealable to the Planning Commission pursuant to the procedures set forth in Chapter IX of Title II of the CMMC.

The implementation of ordinance 14-13 (including processing applications) was delayed by the issuance of an injunction by the 9th Circuit Court in *Solid Landings v. City of Costa Mesa* on December 9, 2015. Once the injunction was dissolved in May, 2016 staff reviewed the current status of all the SUP applications for group homes on file. Group homes that met the requirements of the ordinance were issued SUPs and Director's Hearings commenced for the facilities that did not comply with the City's standards.

The subject property is a four-bedroom single family home located in the west side of Costa Mesa and surrounded by other homes with an R1 (single family residential) zoning designation. The applicant describes the facility as a sober living home. According to the City's records, this sober living facility was existing when Ordinance 14-13 became effective.

There is an existing DHCS licensed alcoholism and drug abuse recovery treatment facility with six or fewer residents within 650 feet of the subject property. The facility is located at 670 Capital (521 feet from the property line). The facility located on Capital Street is operated by Safe Harbor Recovery and provides residential detoxification services to an all-female population. The operator of the facility at 670 Capital Street applied for a DHCS license on December 4, 2014; this license was issued on August 1, 2015. In addition, the facility at 670 Capital Street applied for a SUP on January 4, 2015. Safe Harbor subsequently withdrew its SUP application after receiving the DHCS license. As noted above, state licensed alcoholism and drug abuse recovery treatment facilities with six or fewer residents are considered residential uses pursuant to State law and are

exempt from land use restrictions that differ from those restrictions applicable to single family dwellings.

The Director of Economic and Development Services/Deputy CEO conducted a Director's Hearing for the subject application on September 7, 2016. After considering the facts pertaining to the application, the Director sent a letter to the applicant denying the SUP on September 12, 2016 due to the state licensed drug and alcohol treatment facility located within 650 feet of the subject property. On September 14, 2016, the applicant filed an appeal to the Planning Commission pursuant to CMMC Sections 2-305(2) and 2-307.

ANALYSIS

In the application for appeal, Mr. Perlin wrote that he has owned the property since 2004 and he believes that his rights as a property owner are being are violated. In making the determination to deny Mr. Perlin's application, the Director found that the state licensed facility located at 670 Capital Street has precedence over the subject facility because the DCHS facility is considered a permitted use by definition. Therefore, the issuance of a SUP to allow a sober living home such as the facility located at 647 Joann to operate within 650 feet of the DCHS facility would be non-compliant with the separation requirement of the Zoning Code.

ALTERNATIVES

A draft resolution denying the appeal has been provided. Should the Planning Commission believe that findings exist to approve the special use permit application, this hearing should be continued to allow staff to prepare the appropriate resolution for consideration at a subsequent meeting.

CONCLUSION

The applicant has appealed the Director of Economic and Development Services/Deputy CEO's denial of the Special Use Permit application to operate a sober living home with six or fewer residents. There is a state licensed alcoholism or drug abuse recovery treatment facility within 650 feet of the subject property. Upholding the Director's decision and denying this SUP will reduce the over concentration of sober living homes in the immediate area, help to preserve the character of the neighborhood and provide the disabled with greater access to live in a typical residential environment.

Peggy Schuler for

SHERI VANDER DUSSEN, AICP
Interim Assistant Director
Community Improvement Division

JAY TREVIÑO, AICP
Economic Development and
Development Services Director/
Consultant

Attachments:

1. Vicinity and Zoning Maps
2. Special Use Permit No. SL-15-0041
3. Letter from Director dated September 12, 2016 denying Special Use Permit Application
4. Letter from Applicant dated September 14, 2016 appealing the Director's denial
5. Draft Resolution Upholding the Denial of Special Use Permit No. SL-15-0041

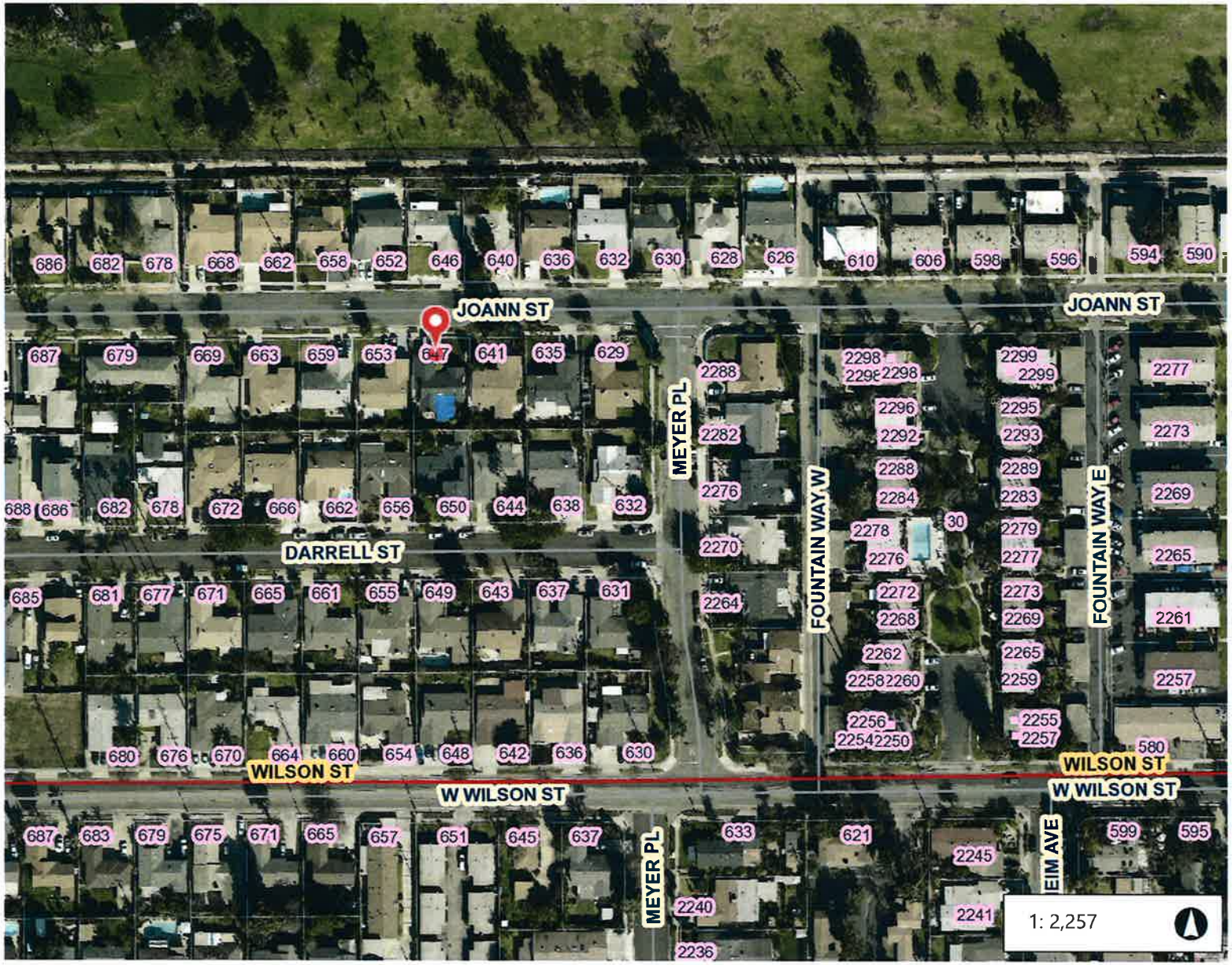
Distribution:

Director of Economic & Development Services/Consltant
Interim Assistant Development Services Director, Planning Division
Interim Assistant Development Services Director, Community Improvement Division
Assistant City Attorney
Public Services Director
City Engineer
Transportation Services Director
Fire Protection Analyst

Applicant:
Richard Perlin, 234 2nd Street Huntington Beach, CA 92648

ATTACHMENT 1

CITY OF COSTA MESA california Zoning Map



Legend

- Addresses
- Costa Mesa
- Costa Mesa
- Main Streets
- City Streets
- Parcels
- Parcels

Notes

0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

CITY OF
COSTA MESA california Zoning Maps

Legend

- Addresses
- Costa Mesa
- Costa Mesa
- Parcels
- Parcels

Zoning

- <all other values>
- 0
- AP
- C1
- C1-S
- C2
- CL
- I&R
- I&R-S
- MG
- MP
- P
- PDC
- PDI
- PDR-HD
- PDR-LD
- PDR-MD
- PDR-NCM
- R1

1: 2,257

Notes

0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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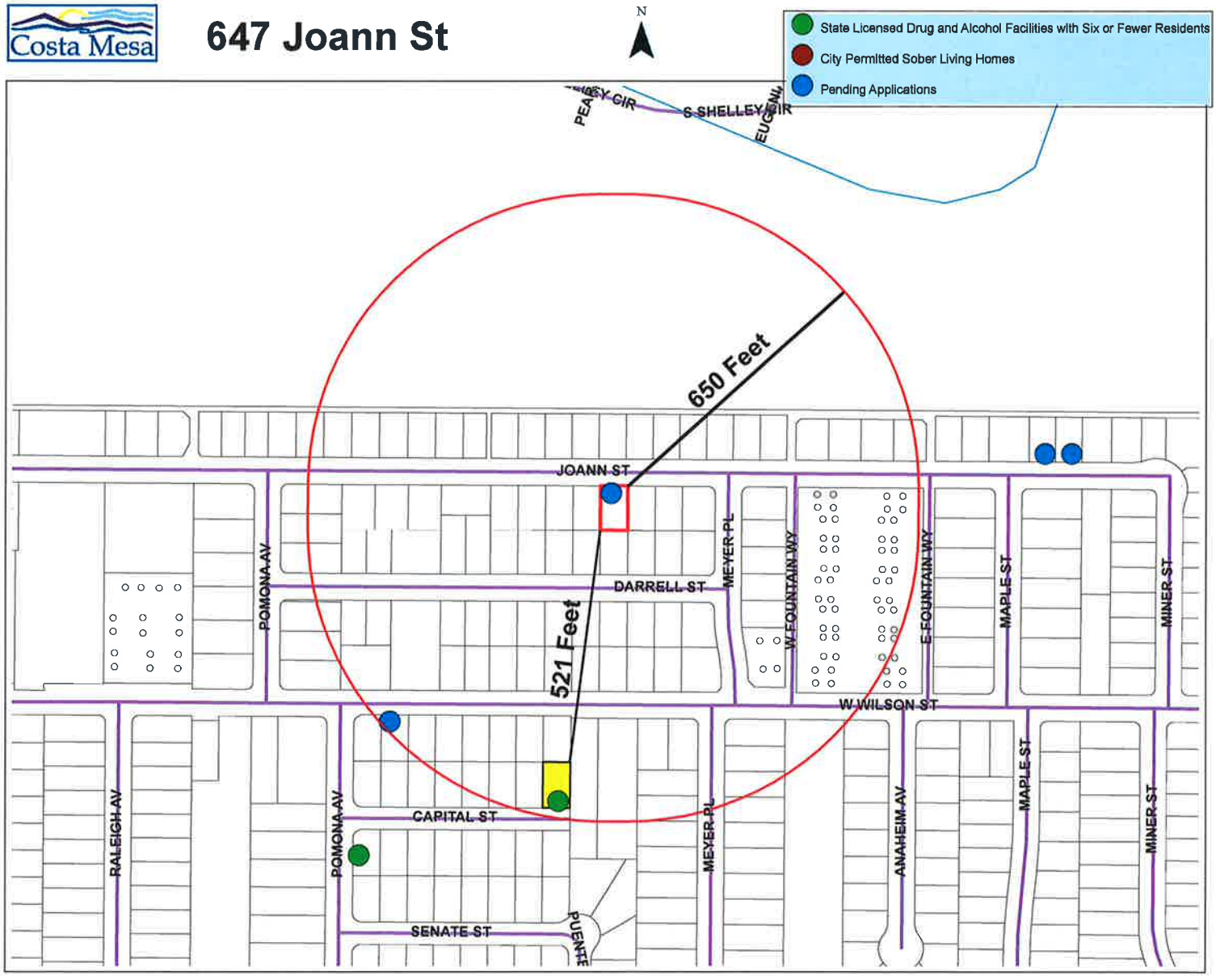
647 Joann St


N
State Licensed Drug and Alcohol Facilities with Six or Fewer Residents
City Permitted Sober Living Homes
Pending Applications
650 Feet
521 Feet
JOANN ST
DARRELL ST
W WILSON ST
CAPITAL ST
SENATE ST
POMONA AV
RALEIGH AV
MEYER PL
W FOUNTAIN WY
E FOUNTAIN WY
ANAHEIM AV
MAPLE ST
MINER ST
PUENTE
S SHELLEY CIR

City of Costa Mesa, Development Services Department
77 Fair Drive, P.O. 1200, Costa Mesa, CA 92628-1200
Phone: (714) 754-5245 Fax: (714) 754-4856 www.costamesaca.gov

Office to Assign

Application # SL-15-0041

PLANNING APPLICATION TYPE

- ☐ Group Home Application
- ☒ Sober Living Application

PART 1 – Property Owner Information

PROPERTY ADDRESS: 647 Joann Street

Property Owner Dolores / Richard Perrow **Phone** [redacted] **Fax** _____

Address [redacted] **Email** [redacted]

City [redacted] **State** CA **Zip Code** [redacted]

Property Owner's Signature _____ **Date** 6/24/2015

PROJECT DESCRIPTION: *[Briefly describe your proposed facility and attach detailed description and required submittal information]*

Sober Living facility with 6 Beds

PART 2 – FACILITY OWNER/OPERATOR INFORMATION*

Name of Facility Operator/Owner: *[Individual or corporation]* Richard Perrow / Victory House

Phone [redacted] **Fax** _____

Address [redacted] **Email** _____

City [redacted] **State** Calif **Zip Code** [redacted]

Driver's License Number [redacted] **Type** _____ **State** Calif **Exp. Date** 9/27/2019

Tax ID Number (If applicable) _____

☐ **Supplemental Operator/Owner Information Attached**

** Provide a complete list of Owners/Corporate Officers including titles and indicate those involved in Group Home Operational Tasks.*

PART 3 – HOUSE MANAGER INFORMATION

Name of Live-In House Manager James Lovell

House Manager will reside at the Group Home: ☒ Yes or ☐ No**

If No, indicate the hours and days of week the manager is responsible for: From _____ **To** _____

☒ Monday ☐ Tuesday ☒ Wednesday ☐ Thursday ☒ Friday ☐ Saturday ☐ Sunday

Phone [redacted] **Fax** _____

Address 647 Joann **Email** [redacted]

City Costa Mesa, Calif **State** _____ **Zip Code** [redacted]

Driver's License Number N/A **Type** _____ **State** _____ **Exp. Date** _____

☐ **Supplemental House Manager Information Attached**

*** Provide a complete list of House Managers who will be responsible for the Group Home 24-hours/7-days per week.*

Victory House Live in House Manager

647, 653 Joann Street, Costa Mesa, Ca, 92627

David Sanders

DOB- [redacted]

[redacted]

Drivers License Number- [redacted]

PART 4 – FACILITY INFORMATION

PROPERTY/FACILITY DESCRIPTION	Quantity	Area to be used for Group Home ☑ YES	☑ NO
Number of structures on Lot	1		
Square Footage of Main House	2300		
Square Footage of Secondary Structures No.1			
Square Footage of Secondary Structures No.2			
Number of Bedrooms (All Structures)	4		
Maximum Number of Proposed Tenants	6		

Parking	No. of Spaces
Garage Parking Spaces	2
Covered Parking Spaces	
Open Parking Spaces	
Total Parking Spaces	2

SECTION 7 – Certification *(The Owner/Operator must read and initial each certification statement below and signed and dated acknowledgement that they swear, under penalty of perjury that the statements are true and that they understand that if they make false statements the permit will be deemed invalid.)*

Owner/Operator Initial	Certifications
RF X	I hereby certify that the statements furnished in the application and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge.
RF	I hereby certify that this group home will serve no more than six tenants who are disabled as defined by state and federal law.
RF	I declare, under penalty of perjury, that this group home will not be operated as an integral use/facilities and I understand that if it's operated as such, this permit will be deemed invalid.
RF	I hereby certify that only residents (other than the house manager) who are handicapped as defined by state and federal law will reside at the group home.
RF	I hereby certify that occupants of the group home must not require and operator will not provide "care and supervision" as those terms are defined by Health and Safety Code Section 1503.5 and Section 80001(c)(3) of title 22, California Code of Regulations
RF	I hereby certify that as a sober living home we will not provide any of the following services as they are defined by Section 10501 (a)(6) of Title 9, California Code of Regulations: detoxification; educational counseling; individual or group counseling sessions; and treatment or recovery planning *[mark the line as n/a (not applicable) if you are not a Sober Living Home]*
RF	I hereby certify that all garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles
RF	I hereby certify that all occupants, other than the house manager, will be actively participating in legitimate recovery programs, including, but not limited to Alcoholics Anonymous or Narcotics Anonymous (Applies to sober living home applications only).

I certify under PENALIT OF PERJURY under the laws of the State of California that the foregoing statements are true and correct and that any permit issued based on false or misleading statements will be deemed invalid.

Facility Owner/Operator Signature: _____ Date: 6/22/2015

Print Name: Richard Powell Telephone Number: [redacted]

PART 5 – LAND OWNER AFFIDAVIT

I, Richard Perlin declare that I am the owner of the property addressed or
(Print name above)

otherwise located as follows: 647 South Shag Costa Mesa, Calif 92627.

I hereby certify that I am the owner of the real property described in this application. I hereby authorize this application to be processed for my property, and grant authority to the applicant to represent me, and to bind me in all matters concerning this application. I certify that all of the information contained in this application, including the information contained in all plans and other materials submitted with this application are, to the best of my knowledge and belief true and correct. Should any of the information submitted be false or incorrect, I hereby agree to defend, indemnify, and hold harmless, the City of Costa Mesa, its officers, agents, and employees, from any and all liability and loss by reason of its reliance on any such information. I grant authority to the City to place a public hearing notice on the subject property if one is required.

Property Owner Signature: _____ Date: 6/23/2015

ACKNOWLEDGEMENT

State of California
County of Orange

On 6/24/2015 before me, Mike Soliman, a Notary Public,

personally appeared Richard Perlin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

MIKE SOLIMAN
COMM...2077655
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. August 30, 2018

Signature _____ (Seal)

WHEN COMPLETED, PLEASE RETURN ALL COPIES TO PLANNING DIVISION

PART 6 BELOW – "OFFICE USE ONLY"

Date Application Received: 6/24/15 By: Planning Receipt # SL-15-0041

Date Application Determined Complete: _____ By: _____

APN: 422-015-209 Zone: R1 General Plan: –

VICTORY HOUSE ENTERPRISES

This agreement is made by and between_____(hereinafter referred to as "Resident" and The Victory House (collectively referred to as "The Parties").

RECITALS:

It is the intent of the Parties to enter into this agreement whereby Resident is seeking a clean and sober environment to reside in connection with his continued recovery, and The Victory House agrees to provide Resident with a room so long as Resident continues with his sobriety.

I. COMMENCEMENT DATE

This agreement will commence upon _____and continue so long as the parties agree on a month to month basis with the rent due and payable in advance on the _____day of the month

II. NATURE OF AGREEMENT

This agreement should be considered in accordance with laws pertaining to a Lodgers agreement. Resident is fully aware that notwithstanding the Month to Month rental agreement this agreement may terminate without the steps necessary in an Eviction Process for the Unlawful Detention of Resident in order to force Resident to vacate the residence. This agreement by and between The Victory House and the Resident if terminate automatically upon the breach of the terms and conditions set forth herein will require no further legal action for The Victory House to reenter and reclaim the room provided to Resident.

III. CONSIDERATION

This agreement shall commence upon the receipt of an initial payment of $_____prior to Resident being admitted and shall cover the following for a full month and the cost of each service provided below. These services will be the same for each consecutive month so long as the terms and conditions of this agreement are strictly followed:

1) $_____ Furnished Room/Access to common areas of the House Located at 647 Joann, Costa Mesa, CA 92627

2) $_____Food Card Services

3) $____month membership to 24 hour fitness

4) $____ month Ride Services

Initials: ____ ____

13

"Food Card Service" Means that The Victory House will provide the Resident with a debt or gift card in an amount equal to Money paid for said service, but distributed to the Client on a weekly basis.

"Ride Services" means that Victory House will provide transportation for Client to and from any outpatient programs, meetings, grocery store and the likes at Staff's discretion.

The Victory House agrees to provide the opportunity to have a safe and sober environment, and will do its part to do so including without limitation removing any of its residents who fail to perform his contract with The Victory House in accordance with the terms and conditions herein.

The Victory House does not provide for refunds of services, which shall be paid for each month in advance of services. Should the Resident for any reason choose not to accept those services after payment, Resident hereby acknowledges and agrees that his payment is non-refundable.

Resident further acknowledges and agrees that should this contract terminate in accordance with section III of this agreement, he waves any right to receive a refund for any unused services in connection with this agreement.

IV. RESIDENT AGREES THE FOLLOW WILL RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT:

a. **Any criminal activity whatsoever**

b. **Any possession of Non-approved prescription Drugs, Non-approved over the counter medication, Alcohol, Weapons, or Paraphernalia**

c. **Any violence toward another client, employee or guest.**

d. **Failure to abide by house rules which have been signed and acknowledge in connection with this agreement.**

V. ASSUMPTION OF RISK

Resident understands and acknowledges that based on the nature of this agreement that notwithstanding that The Victory House will make every effort to provide a safe and sober environment. By its very nature, The Victory House is unable to assure the actions and behavior of the other residents with the exception of ordering the removal of said residents upon the discovery of a breach of its agreement with said resident. Therefore, resident understands and agrees to assume the risk of and hold The Victory House harmless for actions of any of its residents including without limitation lost or stolen property, injuries as a result of its residents' negligence and/or intention acts.

14

Resident further acknowledges and agrees that The Victory House makes no warranties and Resident agrees that it releases The Victory House from any and all ordinary negligence that may occur as a result of Resident's stay at The Victory House.

Initials: ____ ____

VI. PERMISSION TO USE IMAGE

Resident understands and acknowledges that The Victory House relies on the public knowledge of its success with its residents to maintain and grow its business. Accordingly, resident agrees that The Victory House has permission to display Resident's likeness, photos (along with any associated metadata), and/or actions you take, in connection with unpaid, paid or sponsored content or promotions, without any compensation to Resident.

VII. IN THE EVENT OF RELAPSE

Should Resident Relapse for the 1st time, Resident agrees and acknowledges that he will vacate the residence immediately. He will be transferred to a detox facility where he will spend at minimum 3 days. We will personally transport him there. He cannot return to The Victory House until he can pass a clean urinalysis. A "relapse" is considered a "relapse" if the resident ingests any mind or mood altering chemical without approval. Also stated in above section IV. The Victory House understands that relapse is a part of recovery and that why we have rules in place to help the relapsed individual get back on track. Once they complete their 3 day detox and can pass a clean urinalysis, we will accept them back into The Victory House on a temporary restriction contract to reinforce their recovery program.

Financial responsibility for detox rests on the resident and/or the family. If finances are not there, we will look to outside resources such as non profit organizations contributing to those in recovery. Should this option not be accessible, we will work to find a scholarship opportunity of getting to a safe and sober environment. Scholarship opportunities may be awarded by, but not limited to, detox facility, The Victory House, or an outside third party close to resident. Should an eviction occur, The Victory House staff will provide an estimate of the relocation costs, back to the point of origin or next destination, a dollar range that is based on documented costs, to the best of our ability to the financial guarantor. The financial guarantor is the party responsible for the relocation costs as estimated by The Victory House. Financial responsibility may be satisfied in a variety of methods and may include but are not limited to: cash deposits held in trust for the resident by The Victory House acceptance of responsibility.

The party responsible for the relocation costs should provide, in writing, the acceptance of financial responsibility as estimated by The Victory House staff. The acceptable guarantees of financial responsibility include, but are not limited to: cash deposits held in trust for the resident by The Victory House and The Victory House acceptance of financial responsibility.

Should there be reason to suspect the relapsed resident may be operating a vehicle, while under the influence of alcohol or drugs, it is The Victory House management's responsibility to report the relapsed individual to the police. This is in an effort to help the relapsed individual and look out for the safety of the community.

At the sole discretion of The Victory House, it may readmit Client no sooner than 72 hours provided that Client test clean. Should Client be readmitted, Client would be required to sign a new agreement with The Victory House.

In the event of a 2nd relapse during clients stay at The Victory House, he will be asked to leaveThe Victory House permanently. We will offer suggestions to other programs with higher levels of care and help client make best decision within 30 minutes of news. A second relapse while at TheVictory House means the resident needs a higher level of care. We will help the individual and their family in the decision making process to ensure the relapsed resident receives the necessary care including, but not limited to, a responsible service organization, medical facility, detoxification center, or correctional facility. UNDER NO CIRCUMSTANCES SHOULD AN ACTIVE ADDICT OR ALCOHOLIC BE RELEASED INTO THE COMMUNITY EXCEPT PURSUANT TO THE APPROVED RELAPSE POLICY. The Victory House will retain this contract on record for 12 months following the stay and discharge of each resident.

The discharge process shall be handled by a seasoned employee of The Victory House. The individual is required to have at least one year of sobriety and active in recovery. Furthermore, the discharge planner must attend at least two educational conferences annually, scheduled by The Victory House Founder, Richard Perlin.

In the event of any relapse. 1st or 2nd time, the client will be transported directly to a family members house, Detox facility, treatment facility, or other safe housing environment. TheVictory House staff will notify the referral source, family member(s), individual(s) financially responsible for resident's stay, and the entire Victory House management team. Should the relapsed individual not choose to accept entering another qualified facility, they will be returned to the place of origin at the expense of themselves and/or the family. If the financial means cannot be met for return to their place of origin, TheVictory House staff will cover this cost. This will happen immediately upon knowledge of relapse. This process is handled by one of 2 people working at The Victory House, the Owner, Edie Johnson, or the Director of Operations, Mark Boultinghouse..

VIII. COMPLETE AGREEMENT

The parties acknowledge and agree that this agreement is the complete agreement and no promises or side agreements were made in connection with this agreement. The Parties further agree and

acknowledge this agreement is entered into freely, voluntarily, and without coercion, and the parties fully understand this agreement and its provisions.

intials _____

I

17

Exhibit 1
RULES

- SMOKING OF CIGARETTES OTHER THAN E-CIGARETTES IS NOT PERMITTED IN THE HOUSE.

- Total abstinence from all mind altering chemicals and drugs, including alcohol. Anyone Caught violating this rule (by the Staff or another client) will be told to leave the house immediately.

- Prescription Drugs: Upon admission, each resident must present The Victory House staff with prescribed and over the counter medication(s). These are documented by the house manager- both the medication itself and quantity prescribed. The Victory House does not administer medications, however, each house manager will lock them up and provide oversight for residents to take medications as prescribed. All over the counter and prescribed medications must be approved by The Victory House operators. The possession or use of prescription medications shall be prohibited except for the person to whom they are prescribed, and in the amount prescribed.

- Resident agrees to be drug tested a minimum of twice a week.

- The Facility Manager must approve any prescription or over-the-counter drug or medication.

- For the first ninety days following admission, clients are required to attend at least one Twelve Step meeting Monday-Saturday (including required house meetings), required meetings are Monday-Wednesday-Friday @ 6:30am (Chicken Coop), Saturday @ 7:00am (Newport Alano Club). Every other Saturday there will be a mandatory 8:15 A.M. "Perlin Show" followed by a house meeting.

- You are expected, as a part of your recovery, to attend all required house meetings as designated by your house manager and The Victory House management staff.

- Recovery means taking action, therefore residents are required to work, be in school, IOP, or a training program. Individuals must actively participate in a legitimate recovery program throughout their entire stay at The Victory House.

- Quiet Time is observed daily from 11:00 PM to 6:00 AM- If you are awake in between these times, you are expected to be quiet and respectful of surroundings.

- Curfew hours are 11:00 p.m. Sunday through Thursday, and 12:00 A.M. Friday and Saturday.

- No overnight guests are allowed, visitors must be approved by Facility Manager.
- TV and lights are turned off at 11:30 P.M .Monday-Thursday.
- Video games are allowed on Sundays only, which is considered a free day and no meeting is required.

- Smoking is not allowed except in designated smoking areas only. Anyone caught smoking in the bedrooms or house will be asked to leave, terminated and not allowed to return. No smoking in the front of the house. No exceptions. Smoking is designated behind the fences, in the backyard, of the property only.

The Victory House Initials _____

Resident's Initials_____

Exhibit 1 (cont.)
RULES

- No overnight passes within the first thirty days of admission. After thirty days clients may request one overnight pass per month. After sixty days clients may request two overnight passes per month. After ninety days, clients may request three overnight passes per month. Overnight passes must be requested at least 24 hours in advance. All overnight passes must be approved by The Victory House management. Bad attitude or failure to do chores is grounds for withholding overnight passes.

- Absolutely no stealing will be tolerated (including cigarettes, food and clothes).

- Resident's are responsible for purchasing and preparing their own meals. House manager will familiarize residents with the appliances and cookware used for meal preparation. Upon move in, resident's will be given designated area in kitchen for food storage.

- Borrowing or loaning money is not allowed.

- Get along with and be considerate to fellow residents.

- No sexual contact will be allowed upon the premises.

- Friends may visit the house with the permission of the house manager. Visitors are confined to the living room and common areas and are not permitted in the bedrooms. No visitors after 9:00 P.M.. All visitors must check in with and be approved by the manager. No overnight visitors.

- All residents must be fully and properly clothed (i.e., shirts and pants or shorts) in the living room, kitchen, and yard.

- Everyone needs to help keep the house neat and clean. Chores must be done daily or more often as needed. Chores will be posted and will be changed weekly. There will also be a complete house cleaning every Thursday Referred to as "Double Scrub.". **If you do not complete uour "Double Scrub" on Thursday and have it signed off as complete by Staff, you may be asked to permanently vacate Victory House. This decision will be at Staff's discretion.**

- You must do your assigned chores, make your bed and clean your room daily before 9:00 a.m. - period! Dirty laundry must be properly put away and out of sight at all times.

- Clean up after yourself in the kitchen area. Wash, dry and return house utensils to their proper place.

- All guests must abide by all house rules put in place.
- While in residence at Victory House there will be **No Body Modifications. (Tattoos or Piercings)**
- While in residence at Victory House cleints are prohibited from going to: (Hookah Bars, Smoke Shops, Bars, Strip Clubs, or any Gaming Establishments.

The Victory House Initials _____ Resident's Initials _____

20

Exhibit 1 (cont.)
RULES

- No holding or trafficking of any drug or paraphernalia, or anything else that might suspect to be illegal.
- No racist, sexist or foul language or propaganda will be permitted.
- No weapons or violence or threats of violence will be permitted.
- The Victory House is not responsible for your personal property. Any personal property not removed at the time of your departure will be disposed of after 30 days.
- Residents must respect, take direction from and support the staff. All house rules are located in central place within the house for reference of each resident and management staff.
- Residents are not permitted to remove or tamper with any safety devices or testing equipment.
- Resident vacations are permitted after 30 days in the house but must be approved by The Victory House management. The Victory House management will communicate with all parties involved to ensure vacation is conducive to resident's sobriety.
- If you are being picked up or dropped off, it needs to be as quick as possible without disturbing neighbors. Avoid having cars idling outside of the houses at all times. Cars that are waiting should have headlights dimmed or turned off completely.
- Residents and house managers may each only store or park a single vehicle at the dwelling unit or on any street within 500 feet of the dwelling. The vehicle must be operable and currently used as a primary form of transportation for a resident of The Victory House.
- Residents and house managers with a vehicle must abide by all city parking regulations as it pertains to street parking and street cleaning day(s). It is the responsibility of the individual to comply with these regulations.

Consequence:

- Each time a rule is broken you will receive a consequence. These Consequences include, but are not limited to, restriction, extra chore, higher level of care, or termination of residency. This is to the discretion of The Victory House administration team.
    - If your chore is not done as assigned, you will be given one strike and asked to do chore immediately. Should resident still not abide by rule, individual will be placed on restriction. Likewise, if resident violates nightly curfew, he too will be placed on restriction. This is a contract to help hold resident's accountable while reinforcing their program of recovery. Consequences for rules that are broken must be approved and administered by The Victory House management.
    - Consequences for missing required AA meetings, will be attendence of (2) additional meetings for each meeting not in attendence. Preferably the Tuesday and Thursday, 6:30 A.M. (Chicken Coop)

Initials: ____ _____

- **ANY PERSON BRINGING DRUGS OR ALCOHOL ON THE PREMISES WILL BE ASKED TO LEAVE IMMEDIATELY, AND WILL NOT BE ALLOWED TO RETURN UNDER ANY CIRCUMSTANCES.**

- **THESE RULES WILL BE ADHERED TO ABSOLUTELY TO ENSURE THE SAFETY AND SECURITY OF THE VICTORY HOUSE RESIDENTS.**

- **INTAKE PAPERWORK MUST BE RETAINED BY THE VICTORY HOUSE FOR AT LEAST 12 MONTHS FOLLOWING THE COMPLETION OF THE RESIDENT'S STAY HERE.**

- **RESIDENT HEREBY CERTIFIES HE HAS CAREFULLY READ AND UNDERSTANDS THE RULES OF THE "VICTORY HOUSE" AS STATED IN THIS CONTRACT.**

RESIDENT_____ **DATE**_____

THE VICTORY HOUSE _____ **DATE**_____

IX. Good Neighbor Policy

A) Clients shall refrain from engaging in excessively loud, profane or obnoxious behavior that would Unduly interfere with a neighbor's use and enjoyment of their dwelling unit.

B) Television's, radios, stereo's etc. must be played at a level which will not disturb neighbors.

C.) Quiet time is to be observed nightly after 11:00 P.M., If residents are awake late, they must be quiet and respectful.

D.) Keep the exterior free of old or discarded furniture: appliances: overflowing trash carts: and inoperable vehicles or car ports.

E.) Residents are expected to be an asset and positive role model in the community, at all times.

Initials: _____ _____

HISTORY INTAKE

DATE OF ADMISSION: _____ BY_____

RESIDENT NAME_____D.L. #_____

ADDRESS_____

_

NUMBER STREET CITY STATE ZIP

HOME?CELL PHONE # _____

_____

AGE _____BIRTH DATE_____/____/____MARITAL STATUS_____

SEX_____

RESIDENT EMPLOYED
BY_____

BUSINESS
ADDRESS_____

OCCUPATION_____

CONTACT IN CASE OF EMERGENCY
_____

RELATIONSHIP _____PHONE#___-____-_____

REASON FOR GETTING SOBER_____

PAST HISTORY WITH CHEMICALS:EXPERIMENTAL____SOCIAL
_____REGULAR USE_____

ADDICTED_____ _CHEMICAL OF CHOICE _____LENGTH

OF USE_____

DATE LAST USED OF EACH SUBSTANCE_____

PRIOR TREATMENT OR 12 STEP EXPERIENCE_____
_____

_

24

LEGAL INFORMATION: ARRESTS ,_____DUI, _____Dips_____

ATTORNEY'S NAME _____PHONE#_____-_____-_____

VEHICLE INFORMATION

LICENSE PLATE_____ _____

(NUMBER) (STATE)

REGISTRATION NO._____

PLEASE SIGN TO INDICATE THAT YOU HAVE CAREFULLY READ AND AGREE WITH THE ABOVE STATED INFORMATION.

_____ _____

Financial Guarantor Date

_____ _____

Resident Signature Date

_____ _____

Witness Date

Resubmittal 9/14/15

VICTORY HOUSE ENTERPRISES

ADMISSION AND CLIENT SERVICES AGREEMENT

This Admission and Client Services Agreement ("Agreement") is made by and between _____ (hereinafter referred to as "Client") and Victory House Enterprises, Inc. ("Victory House") (hereafter collectively, the "Parties").

RECITALS

Client is seeking a clean and sober environment in which to reside for his continued recovery, and Victory House agrees to provide Client with a room at _____ Joann Street, Costa Mesa, California (the "Premises") so long as Client continues with his sobriety.

I.

COMMENCEMENT DATE

This Agreement will commence upon _____ and continue on a month to month basis so for long as the Parties agree. Client shall pay rent monthly, which shall be due and payable in advance on the ___ day of the month.

II.

NATURE OF AGREEMENT

This Agreement is not a lease and does not create a tenancy at the Premises. Client's occupancy of the Premises may be terminated without an eviction process. This Agreement and Client's right to remain on the Premises will terminate automatically upon Client's breach of the terms and conditions set forth herein, and no further legal action will be required for Victory House to enter and reclaim the room provided to Client as part of this services Agreement.

III.

CONSIDERATION

This Agreement shall commence upon the receipt of an initial payment by Client or on Client's behalf of $_____ prior to Client being admitted, which shall cover the following services and items for a full month. These services and items will be the same for each consecutive month so long as Client strictly observes the terms and conditions of this Agreement.

Permit # SL-15-0041 (647 Joann St.)

_____
Client

26

Initials

1. $_____ Furnished Room/Access to common areas of the Premises.
2. $_____ Ride Services
3. $_____ Food Card Services
4. $_____ Money on Books

"Ride Services" means that Victory House will provide transportation for Client to and from any outpatient programs, meetings, grocery store and the like at Staff's discretion.

"Food Card Service" means that Victory House will provide Client with a debt or gift card in an amount equal to money paid by Client for said service, distributed to Client on a weekly basis.

"Money on Books" means that Client may deposit and be allotted $50.00 a week in spending money. Client will be allowed a maximum of $10.00 a day. Staff may request receipts for purchases and Client will be expected to provide them if requested. The allotment may be adjusted at Staff's discretion.

Victory House agrees to use reasonable efforts to provide a safe and sober environment at the Premises, including removal of any of its clients who breach their contracts with Victory House or who violate applicable Premises rules.

Victory House does not provide for refunds of funds paid for services, payment for which shall be made each month in advance of services. Should Client for any reason choose not to accept those services after payment, Client hereby acknowledges and agrees that its payment is non-refundable.

Client further acknowledges and agrees that if this Agreement terminates for violation of Section IV, Client thereby waives any right to return of funds paid for services in connection with this Agreement.

IV.

CLIENT AGREES THE FOLLOWING WILL RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT

a. **Any activity whatsoever which is prohibited by the California Penal Code.**

b. **Client's possession of non-approved prescription drugs, non-approved over the counter medications, alcohol, weapons, or paraphernalia.**

c. **Client violence or threat of violence, including but not limited to any client, employee, or guest.**

d. **Any failure by Client to abide by house rules which have been signed and acknowledged in connection with this Agreement.**

_____
Client

V.

ASSUMPTION OF RISK

Client understands and acknowledges that it will occupy the Premises with other clients of Victory House seeking similar services, and that while Victory House will make every reasonable effort to provide a safe and sober environment at the Premises, Victory House cannot and does not guarantee the actions and behavior of other clients Victory House will order removal of any client upon discovery of a breach of a client's agreement with Victory House. Client understands and assumes the risk of and holds Victory House harmless for the actions of any of its clients, for any loss and theft of Client's personal property, and for injury arising from Client's negligence and/or intentional acts.

Client further acknowledges and agrees that Victory House makes no warranties and Client agrees that it releases Victory House from any and all ordinary negligence that may occur as a result of Client's stay at the Premises.

VI.

IN THE EVENT OF RELAPSE – BEHAVIORAL OR DRUG/ALCOHOL RELATED

Should Client relapse, Client agrees and acknowledges that he will be required to do one or both of the following. A relapse is considered a positive urinary analysis.

At the sole discretion of Victory House, Client may be asked to leave the Premises and not return before 72 hours has elapsed, provided that Client can then provide a clean blood or urine test. This policy may also apply to behavioral issues or Rules violations. Client may also be placed on a therapeutic contract at the sole discretion of Staff. **Either one or both consequences may apply.** It is extremely important that Client remain drug and alcohol free, **and** that Client also treat other clients at the Premises with respect. Upon admission to the Victory House, the client will list a financially responsible party that is willing to pay for either treatment or Detox Services in the event of a relapse. A $500.00 deposit will be collected when the client is admitted. This money will be used in the event of a relapse and will be used for transportation costs to return to their home, or used to pay for a 72 hour detox. The house manager will be responsible for testing the resident if they wish to return to the Victory House, after a 72 hour period of abstinence.

VII.

BUDDY SYSTEM

For the first two weeks after arrival at Victory House, Client will be put on a "buddy system." Client may not leave the Premises unless accompanied by a sober housemate or another approved sober person, sponsor, staff member, etc. Client will be paired with a sober housemate upon Client's arrival.

I.

COMPLETE AGREEMENT

The Parties acknowledge and agree that this Agreement together with the attached Rules, is the complete agreement between them, and that all other discussions and arrangements between the Parties have been merged into this Agreement. This Agreement may not be modified except by a separate written agreement signed by each of the Parties, and no promises or side agreements have been made in connection with this Agreement. The Parties further agree and acknowledge this Agreement is entered into voluntarily, and that they fully understand this Agreement and each of its provisions.

"CLIENT"		"THE VICTORY HOUSE"	
(Signature)	(Date)	(Signature)	(Date)
(Print Name)		(Print Name)	

RULES

- Total abstinence from all mind altering chemicals and drugs, including alcohol. Anyone violating this rule may be required to leave the Premises immediately.

- Client agrees to be drug tested randomly at Staff's request. Typically this will be twice per week. (There is a $100.00 per month charge for drug testing if insurance is not being utilized).

- The Facility Manager must approve Client's possession or use of any prescription or over-the-counter drug or medication.

- For the first ninety days following admission, Client is required to attend at least one Twelve Step meeting each day, Monday through Saturday (including required house meetings). Mandatory meetings are as follows: Monday, Wednesday, Friday 6:30 a.m. meeting, Saturday 7:00 a.m. meeting. Every other Saturday there will be a mandatory 8:15a.m. "Perlin Show" followed by a mandatory house meeting.

- Clients will not be allowed to have a car or driving privileges for the first thirty days at Victory House.

- If a client has a vehicle while residing at the Victory House, it must be registered, insured and the client must have a valid license. You are allowed to possess one vehicle, if you have a work vehicle, it must be stored somewhere else. All clients must utilize the parking spots in the driveway before parking on the street.

- Clients are expected, as a part of their recovery, to attend all required house meetings as designated by Client's house manager

- Clients are required to be in school, at work, in IOP, or attending a job training program. Job search is every Monday thru Friday from 9:00 a.m. to 4:00 p.m. Clients must be off the Premises during these hours.

- Quiet Time is observed daily from 10:30 p.m. to 6:00 a.m. daily.

- Video games are allowed on Sundays only, which is considered a free day and no meeting is required.

- Curfew hours are 11:00 p.m. Sunday through Thursday, and 12:00 a.m. Friday and Saturday.

- TV and lights are turned off at 11:30 p.m. Monday through Thursday.

Client Initials

- No overnight guests are allowed, and all visitors must be approved by Facility Manager.

- Smoking (this includes e-cigarettes and all smokeless tobacco products) is allowed only in designated smoking areas. Anyone smoking in the bedrooms or house will be terminated and not allowed to return. No exceptions.

- No overnight passes within the first thirty days of admission. After thirty days clients may request one overnight pass per month. After sixty days clients may request two overnight passes per month. After ninety days, clients may request three overnight passes per month. Overnight passes must be requested at least 24 hours in advance. Bad attitude or failure to do chores is grounds for refusing overnight passes.

- Stealing will not be tolerated (including cigarettes, food, and clothes).

- Borrowing or loaning money is not allowed.

- **Get along with and be considerate to fellow residents.**

- No sexual contact is allowed upon the Premises.

- Friends may visit the Premises for ten minutes with the permission of the house manager. Visitors are confined to the living room and are not permitted in the bedrooms. No visitors after 9:00 p.m. All visitors must check in with and be approved by the manager. No overnight visitors.

- When a client is picked up, the visitor is required to have the radio in the vehicle turned down to a respectful level, out of respect to the neighbors. If it is done at night, the headlights must be turned off or dimmed as well.

- All residents must be fully and properly clothed (i.e., shirts and pants or shorts) in the living room, kitchen, and yard.

- Everyone needs to help keep the Premises neat and clean. Chores must be done daily or more often as needed. Chore assignments will be posted and will be changed weekly. There will also be a complete house cleaning every Thursday. **If you do not complete your double scrub on Thursday and have it signed off as complete by Staff, you may be asked to permanently vacate Victory House. This decision will be at Staff discretion.**

- **Food Prep and Storage**- When a client gets his groceries for the week, all items must be

marked with their initials. When double scrub takes place, all items that are expired or unmarked will be thrown away. This is the same system that will be used for dried goods kep in the cabinets.

- Clients must do their assigned chores, make their beds and clean their rooms daily before 9:00 a.m. - period! Dirty laundry must be properly put away (out of sight) at all times.

- Clean up after yourself in the kitchen area. Wash, dry and return house utensils to their proper place.

- No holding or trafficking of any weapons of any type, drugs or paraphernalia.

- While residing at the Victory House, no business will be run out of the house at any time. This includes in the garage.

_____
Client Initials

- No racist, sexist, or foul language or propaganda will be permitted.

- While in residence at Victory House there will be **No Body Modifications**. (Tattoos or Piercings)

- While in residence at Victory House clients are prohibited from going to: (Hookah Bars, Smoke Shops, Bars, Strip Clubs or Casinos).

- **Nicotine use will be limited to outside only in designated areas. This includes E cigarettes, vaporizers, chewing tobacco etc. Stop aids such as nicotine gum and patches are permitted inside.**

- No violence or threats of violence will be permitted.

- The Victory House is not responsible for your personal property. Any personal property not removed at the time of your departure will be disposed of after 30 days.

- Clients must respect, take direction from and support the staff.

- **ANY PERSON BRINGING DRUGS OR ALCOHOL ON THE PREMISES WILL BE ASKED TO LEAVE IMMEDIATELY, AND WILL NOT BE ALLOWED TO RETURN UNDER ANY CIRCUMSTANCES.**

- **THESE RULES WILL BE ADHERED TO ABSOLUTELY TO ENSURE THE SAFETY AND SECURITY OF THE VICTORY HOUSE CLIENTS.**

RESIDENT HEREBY CERTIFIES HE HAS CAREFULLY READ AND UNDERSTANDS THE RULES OF VICTORY HOUSE AS STATED IN THIS CONTRACT.

CLIENT_____ **DATE**_____

THE VICTORY HOUSE _____ **DATE**_____

HISTORY INTAKE

DATE OF ADMIT_____ REFERRED BY_____

CLIENT NAME_____D.L. #_____

ADDRESS_____

NUMBER STREET CITY STATE ZIP

HOME PHONE ( ) _____ S.S. #_____-_____-____

AGE _____ BIRTH DATE ____/___/___ MARITAL STATUS_____

SEX_____

CLIENT EMPLOYED BY_____

BUSINESS ADDRESS_____

OCCUPATION_____

DO YOU HAVE MEDICAL INSURANCE? YES____ NO____

IF YES, NAME OF PRIMARY INSURANCE_____
SUBSCRIBERS

NAME_____RELATION_____

S.S. # OF SUBSCRIBER _____ GROUP #_____

BENEFIT VERIFICATION PHONE # ___-____-_____
_____MEDICARE _____MEDICAL CLAIM

ID#_____

CONTACT IN CASE OF EMERGENCY

_____

RELATIONSHIP _____ PHONE#___-____-_____

REASON FOR GETTING SOBER_____

PAST HISTORY WITH CHEMICALS: EXPERIMENTAL _____SOCIAL _____REGULAR USE_____

ADDICTED _____ CHEMICAL OF CHOICE _____LENGTH OF

USE_____

DATE LAST USED OF EACH SUBSTANCE_____

PRIOR TREATMENT OR 12 STEP EXPERIENCE_____

_____

_

LEGAL INFORMATION: ARRESTS _____ DUIs _____ Dips

_____

ATTORNEY'S NAME _____ PHONE# _____-_____-_____

PLEASE SIGN TO INDICATE THAT YOU HAVE CAREFULLY READ AND AGREE WITH THE ABOVE STATED INFORMATION.

_____ _____

Client Signature Date / Time

_____ _____

Witness Date / Time

Victory House Enterprises – Good Neighbor Policy

As a resident of Victory House Enterprises, I, , agree to the following:

1. I shall refrain from engaging in excessively loud, profane, or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. Televisions, radios, stereos, etc. must be played at a level which does not disturb the neighbors. Quiet time is 10:30pm to 6am daily. If you are awake late, you must be respectful and quiet.
2. I will dress appropriately for the neighborhood. I shall not engage in any aggressive confrontation with another resident or neighbor. I will not harass, catcall, or otherwise intimidate a neighbor.
3. Smoking is in designated areas, behind the houses, and smoking is not allowed in the front of the property. Cigarette butts are to be disposed in proper containers, never on the ground.
4. Do not cut across or walk on neighbor's lawns or property. Bicycles are to be parked in designated area, behind the gated property. Do not block any neighborhood sidewalk or thoroughfares,
5. I shall not litter anywhere in the community, and will make every effort to keep the neighborhood clean.
6. I will park my personal vehicle legally in the street, or in the driveway of the property. Observation of street sweeping on every Tuesday from 10am – 12pm.

7. I will not be disrespectful to the neighbors by engaging in any arguments, or being verbally abusive.
8. I shall not engage in a trade or business based in the residence excepted as permitted in the R1 zone.
9. I will be an asset and positive role model for the community at all times

I have read and have a complete understanding of the Good Neighbor Policy rules listed above which include the importance of being a Good Neighbor and asset to the community; and I agree to fully comply with the Good Neighbor Policy. I understand that failure to follow the rules outlined in the Good Neighbor Policy may result in disciplinary action up to and including immediate removal from Victory House Enterprises.

Resident Name:

Resident Signature: Date:

Staff Signature: Date:

CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

September 12, 2016

SENT VIA FEDEX EXPRESS & ELECTRONIC MAIL

Richard Perlin
234 2nd Street
Huntington Beach, CA 92648

Application: Special Use Permit No. SL-15-0041
Property Address: 647 Joann Street

Dear Mr. Perlin:

Thank you for submitting your application for the City of Costa Mesa's Sober Living Home Special Use Permit and attending the Director's Hearing on September 7, 2016. Present at that hearing were myself, Tarquin Preziosi, Deputy City Attorney and Sheri Vander Dussen, Assistant Development Services Director/Community Improvement Manager. I have thoroughly reviewed your application and the facts presented at the Director Hearing. Your application is denied pursuant to City of Costa Mesa Municipal Code (CMMC) requirements for group homes with six or fewer beds in an R1 (single family) zone. CMMC section 13-311(b)(6) provides in relevant part:

> A special use permit for a sober living home shall also be denied, and if already issued, any transfer shall be denied or revoked, upon a hearing by the director under any of the following additional circumstances:
>
> > **iii. The sober living home, as measured by the closest property lines, is located within six hundred fifty (650) feet of any other sober living home or state licensed alcoholism or drug abuse recovery or treatment facility. If a state licensed alcoholism or drug abuse recovery or treatment facility moves within six hundred fifty (650) feet of an existing sober living home this shall not cause the revocation of the sober living home's permit or be grounds for denying a transfer of such permit.**

There is an existing state licensed alcoholism and drug abuse recovery treatment facility with six or fewer residents located within 650 feet from your facility. The facility is located at 670 Capital Street. During the hearing, you inquired how staff determined the status of the state licensed facilities that would establish the 650-foot separation requirement. The California Department of Health Care Services (DHCS) publishes a list found at the following web address: http://www.dhcs.ca.gov/provgovpart/Documents/Satus_Report_August_2016.pdf. Staff reviewed this list to confirm the state license prior to finalizing the Director's Hearing Report. As of the date of this letter, the DHCS lists 670

Capital Street as a facility with an active license for alcoholism and drug abuse recovery residential treatment services.

The denial of your application can be appealed to the Planning Commission by filing an application for appeal with the City Clerk. Any appeal must be filed within seven (7) days of this date of denial, which is September 19, 2016 by 5:00 p.m., pursuant to Sections 2-305(2) and 2-307 of the Costa Mesa Municipal Code. Please see attached Chapter IX, Title II of the Costa Mesa Municipal Code regarding appeal and review procedures. A fee of $690.00 must accompany the application. In your request for an appeal, please summarize the reasons for the appeal. If the application for appeal is not submitted by the deadline, your time to appeal will have expired.

Should you have any questions, please do not hesitate to call Katie Angel at 714.754.5618 between the hours of 8:00 a.m. and 5:00 p.m.

Sincerely,

Gary Armstrong

Gary Armstrong, AICP
Director of Economic and Development Services/Deputy CEO

Attachment: Ordinance Number 14-13

cc: Sheri Vander Dussen, Interim Assistant Director/Community Improvement Division Manager
Fidel Gamboa, Acting Neighborhood Improvement Manager
Tarquin Preziosi, Esq., Deputy City Attorney
Katie Angel, Management Analyst

RECEIVED
CITY CLERK

16 SEP 14 PM 2:17

CITY OF COSTA MESA
BY BG

City of Costa Mesa

☐ Appeal of Commission Decision - **$1,220.00**
☒ Appeal of Zoning Administrator/Staff Decision - **$690.00**
(FEES MUST BE PAID IN FULL AT TIME OF FILING APPEAL)

APPLICATION FOR APPEAL OR REVIEW

Applicant Name* Victory House Enterprises (Richard Perlin)
Address: 19322 Beach Blvd Huntington Beach, CA 92648
Phone: [redacted] (Edie) Representing:

REQUEST FOR: ☒ **APPEAL** ☐ **REVIEW****

Decision of which appeal or review is requested: (give application number, if applicable, and the date of the decision, if known.)

Special use Permit No. SL-15-0041
647 Joann Street Costa Mesa 92627 CA

Decision by:

Reasons for requesting appeal or review:

I have owned this property since 2004. I believe my right as a property owner are being violated

Date: 9-14-16 Signature:

*If you are serving as the agent for another person, please identify the person you represent and provide proof of authorization.
**Review may be requested only by Commissions, Commission Members, City Council, or City Council Members.

For office use only – do not write below this line **REV 9-1-15**

SCHEDULED FOR THE CITY COUNCIL/COMMISSION MEETING OF:

RESOLUTION NO. PC-16-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA TO UPHOLD THE DIRECTOR'S DENIAL OF SPECIAL USE PERMIT APPLICATION NO. SL-15-0041 TO OPERATE A SOBER LIVING HOME WITH SIX OR FEWER OCCUPANTS AT 647 JOANN AVENUE

WHEREAS, Richard Perlin (the "Applicant") operates a sober living home serving six males at 647 Joann Street, Costa Mesa; and

WHEREAS, the City of Costa Mesa recognizes that while not in character with residential neighborhoods, when operated responsibly, group homes, including sober living homes, provide a societal benefit by providing disabled persons as defined by state and federal law the opportunity to live in residential neighborhoods, as well as providing recovery programs for individuals attempting to overcome their drug and alcohol addictions; therefore, providing greater access to residential zones to group homes, including sober living homes, than to boardinghouses or any other type of group living provides a benefit to the City and its residents; and

WHEREAS, the City of Costa Mesa has adopted standards for the operation of group homes, residential care facilities and state licensed drug and alcohol facilities that are intended to provide opportunities for disabled persons, as defined by state and federal law to enjoy comfortable accommodations in a residential setting; and

WHEREAS, the City of Costa Mesa has found that congregating sober living homes in close proximity to each other does not provide disabled persons as defined in state and federal law with an opportunity to "live in normal residential surroundings," but rather places them into living environments bearing more in common with the types of institutional/campus/dormitory living that the FEHA and FHAA were designed to provide relief from for the disabled, and which no reasonable person could contend provides a life in a normal residential surrounding; and

WHEREAS, the City of Costa Mesa has determined that a separation requirement for such facilities will still allow for a reasonable market for the purchase and operation of sober living homes within the City and still result in preferential treatment for sober living homes in that non-disabled individuals in a similar living situation (i.e., in boardinghouse-style residences) have fewer housing opportunities than disabled persons; and

WHEREAS, Richard Perlin filed special use permit application no SL-15-0041 with the City's Development Services to operate a group home with six or fewer resident in an R1 zone; and

WHEREAS, Richard Perlin filed special use permit application no SL-15-0041 with the City's Development Services to operate a group home with six or fewer resident in an R1 zone; and

WHEREAS, there is an exisiting state licensed drug and alcohol facility within six or fewer residents located at 670 Capital within 650 feet of the facility at 647 Joann Street; and

WHEREAS, that applicant received notice of a scheduled Director's Hearing more than seven (7) business days prior and received a written report prepared by staff recommending denial of the special use permit based upon the criterion established in Section 13-311(b)(6)(iii); and

WHEREAS, a Director's Hearing was conducted on September 7, 2016 providing the applicant with the opportunity to present any reasons and/or evidence why the special permit should not be denied; and

WHEREAS, the Director provided a written notice to the applicant denying the special use permit pursuant to Section 13-311(b)(6)(iii) and included a statement of the right to appeal to the Planning Commission and the time-limits therefore; and

WHEREAS, the applicant appealed the denial of the application in a timely manner; and

WHEREAS, on October 24, 2016, the Planning Commission considered the appeal of the Director's determination at a regularly scheduled meeting open to the public, at which time interested persons had an opportunity to testify either in support of or in opposition to the Application and determined by a X-X vote to uphold the Director's denial of the SUP.

NOW THEREFORE, the Planning Commission of the City of Costa Mesa finds and resolves as follows:

The facility located at 647 Joann Street is (the "Property") is a sober living home. The City of Costa Mesa Municipal Code Section CMMC section 13-311 sets forth the required findings to be used in the determination to approve or deny a SUP. There is an state licensed alcoholism and drug treatment facility located at 670 Capital Street within 650 feet of the Property. Pursuant to CMMC section 13-311(b)(6), the SUP shall be denied upon a hearing of the Director.

BE IT RESOLVED, therefore, that based on the evidence in the record and the findings contained in this resolution, the Planning Commission hereby **UPHOLDS THE DIRECTOR'S DENIAL** of the Special Use Permit application SL-15-0041 to operate a sober living home at 670 Capital Street.

The Secretary of the Commission shall attest to the adoption of this resolution and shall forward a copy to the applicant, and any person requesting the same.

PASSED AND ADOPTED this 24th day of October, 2016.

Robert L. Dickson Jr., Chair
Costa Mesa Planning Commission

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

I, Jay Trevino, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution was passed and adopted at a meeting of the City of Costa Mesa Planning Commission held on October 24, 2016 by the following votes:

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSENT: COMMISSIONERS

ABSTAIN: COMMISSIONERS

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Jay Trevino, Acting Secretary
Costa Mesa Planning Commission