

Attachment No. CC 1

SLBTS Documents Demonstrating
Compliance

NOV 1 2010

Exhibit G
Sober Living By The Sea
Bi-Annual Compliance Review Report

CITY OF NEWPORT BEACH

Date Report Submitted: Oct, 29, 2010

This form covers operations as of October 1, 2010.

As of this date Sober Living By The Sea (SLBTS) managed or controlled the following facilities in Newport Beach:

SLBTS FACILITIES				
Property Address	Peninsula Zone (Y or N)	Treatment Bed Count		ADP License (Y or N)
		Peninsula	Off Peninsula	
4138 Patrice	(N)		6	Y
4711 Seashore	Y	6		Y
4711 ½ Seashore	Y	2		N
505 29 th Street	Y	6		Y
3960 Seashore	Y	4		Y
3980 Seashore	Y	6		Y
112 40 th St Unit A	Y	0 (2 staff only)		N
112 40 th St Unit B	Y	6		N
4500 / 4504 Seashore	Y	10		Y
4800 Seashore, units A & B	Y	10		Y
4816 Seashore, unit A	Y	2		Y
4816 Seashore, unit B	Y	6		Y
5004 Neptune, unit A	Y	6		N
5004 Neptune, unit B	Y	6		N
5101 River, unit B	Y	6		Y
6110 West Ocean Front	Y	6		Y
6111 Seashore	Y	6		Y

Total Bed Count: 94

Effective July 31, 2010, Sober Living by the Sea No longer operates facilities at:

100-102 Via Antibes

208 Via Lido

Effective August 1, 2010, sober Living by the Sea established a facility at:

4138 Patrice Road

Effective Sept 1, 2010, Sober Living by the Sea established a facility previously used by staff only at:

4711 ½ Seashore Dr.

Note: In the above chart, "Clients" and "Client Beds" has the same meaning as "beds occupied in the City at any time by persons who are patients, clients or customers of Sober Living" in the Zoning Agreement. In other words, if SLBTS has noted that it housed six Clients in a particular facility, then it also had an equal number of Client Beds ("beds occupied in the City at any time by person who are patients, clients or customers of Sober Living") in that facility.

The SLBTS Staff Member to join the City in any inspection of the above facilities shall be: Jeff Hamilton, jhamilton@crchealth.com . 949.279.1490

During the above Compliance Review Period, SLBTS's signature below indicates that it certifies that it has met all Operational Conditions as described in the Zoning Agreement and its exhibits.

Nov 1, 2016
DATE

Sober Living By The Sea

[Signature] E.J.
*****), [Title] SLBTS

SOBER LIVING
By The Sea

Janet Brown
Planner, Associate
3300 Newport Blvd
Newport Beach, Ca
92663

RECEIVED BY
PLANNING DEPARTMENT

OCT 28 2010

CITY OF NEWPORT BEACH

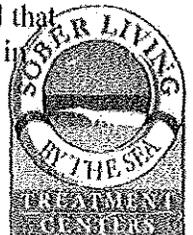
Re: Annual Review of Zoning Agreement

Dear Ms. Brown:

In furtherance of the information needed for the Annual Review of our Zoning Agreement, Sober Living By the Sea ("SLBTS") submits the following responses to the matters of interest expressed by the City. For convenience and consistency, I am responding in the order that each issue appears in the letter from the City Attorney, David Hunt to Edward Dilkes, dated October 12, 2010.

1. Date for the Annual Review: We agree that having the review on the Second Meeting of July would offer the best time for that activity. We will adjust our reporting operations to make that date work.
2. Second Hand Smoke: The concern about second hand smoke at 4711 Seashore was immediately addressed by moving the smoking location to the back of the building. Given the prevailing direction of the wind at that address, we do not expect any further problems.
3. Garage Space: The garage at 100-102 Antibes may have been full of furniture and other items during the period that we were closing that facility. It is now closed and we do not occupy that facility, any longer. The facility at 4711 Seashore had bedding and personal effects belonging to a client who was leaving the facility at the time the City's inspectors entered the garage. We immediately moved the obstructions to another room, and that client transported them to a new address, a few days later. We have also engaged in ongoing staff training on the need to keep garage parking spaces available.

2811 Villa Way Newport Beach, CA 92663
(800)647-0042 • (949)673-6696 • Fax (949)675-4285



5. Trash Disposal: We have repeatedly had the lids on trash cans taken. As a result, we have had complaints, at various facilities that the trash is not in a "closed container" as required by the NBMC. We were unable to locate containers with attached lids that were within the cities weight limits. We have increased surveillance, which should solve the problem. The disposal of substance abuse test kits has been the subject of discussion. They are not

"medical waste" any more than baby's diapers, sanitary napkins or incontinence pads, and are not prohibited in the public trash stream. That said, SLBTS has agreed to dispose of the human fluids in the sanitary sewer and will use the trash system only for the expended kits, themselves. Finally, to the extent that trash cans are occasionally stored out of place, we have established procedures to ensure that the proper locations are used. We have undertaken staff training on these issues and will continue to do so.

6. Bed Equipment At Various Locations: Apparently, on one inspection, there was a question about the number of beds available for use at one facility. Sometimes the equipment belonged to clients who were coming or going from a facility. Sometimes it was equipment belonging to an employee. In all events, SLBTS has never exceeded the number of beds for persons in recovery, in any facility.
7. Parking Lot: SLBTS has leased the property at the point of Villa Way and Lafayette, since the end of 2005. The curbs and gutters around that property were installed by SLBTS. Unfortunately completion of all other work has been delayed by the owner of the property. It is our understanding that the Water Quality Control Board is preparing a plan and will process it for approval. SLBTS has sent dozens of emails and letters in an effort to get the owners of the property to act, and have contacted the owners, the contractor and the attorneys, repeatedly.
8. Unfortunately, none of these efforts has had any effect, and SLBTS has been able to fashion only 4 parking spaces out of the lot. We will continue to pressure the owners to get the remediation completed, but also need to open discussions about what to do if all efforts fail.
9. Meetings at 2811 Villa Way: SLBTS is within the maximum numbers of clients permitted to attend meetings at 2811 Villa Way. SLBTS previously did not keep general meeting attendance data. Rather, SLBTS maintained a "roll call" of each meeting, but those records are designed to monitor treatment of clients and cannot be released, because they contain the names of the participants. Disclosure of that "roll call" information would constitute a violation of our obligation to maintain the confidentiality of our clients. Title II of the Health Insurance Portability and Accountability Act, 29 USC 1181 et seq. requires ongoing maintenance of client confidentiality. The regulations in 45 CFR 160 and 164 and 42 CFR Part II add additional detail to this obligation. (See 45 CFR 164 and 42 CFR Part II) Unfortunately attendance summaries were not prepared until this summer. In the future, SLBTS will maintain general meeting attendance data. It will make this data available to the city, as needed. For the current Annual review, SLBTS

has prepared summations of the maximum number of clients that could have attended the meetings scheduled at 2811 Villa Way. It is unlikely that all of those unduplicated individuals actually attended all of the meetings to which they were theoretically capable of participation, but these maximum numbers are will within the permitted limits, and should assure complete compliance with the Agreement, by SLBTS.

10. Probationer Limit: Although various SLBTS facilities are approved for housing people on probation to the County, only 2 or 3 have actually resided in our facilities in the last year. All were housed at SLBTS for very short periods of time. Most importantly, no facility had more than one person on probation at any moment in time.
11. Protective Social Care: Neither Alcoholism and Drug Treatment and Recovery Facilities that are licensed by the State nor Sober Living Homes are facilities that provide "care and supervision," as defined in Section 310.2 of the California Building Code. None of the facilities operated by SLBTS performs any of the activities described in that section. As a matter of company policy, no one is accepted into the programs at SLBTS, if they require such management.
12. Definition of "Client Beds": We agree that the Zoning Agreement uses very cumbersome terminology to define the number of beds that are physically in place, for client use, at any moment in time. Accordingly, we propose using the term, "Beds Available for Clients" as the term to describe the number of beds theoretically available at any moment. The absolute number of beds permitted by the Zoning Agreement is publically available information, and the number of clients actually in place (the "census" figure) is confidential information. Between those two is the number of beds that are actually available to clients, not all of which will be occupied at any specific moment.

Your professionalism in completing this first annual review has been appreciated. If there is any further information we can provide or any assistance we can be, please contact me.

Sincerely,


Kathleen Sylvia

ED, Sober Living By The Sea

Cc: John F. Peloquin,
Pamela Burke, Sr. Vice President and General Counsel



CITY OF NEWPORT BEACH

OFFICE OF THE CITY ATTORNEY

David R. Hunt, City Attorney

October 12, 2010

VIA FACSIMILE (323) 466-8360

Edward Dilkes
Attorney at Law
2443 Park Oak Drive
Hollywood, CA 90068

**RE: Sober Living by the Sea Annual Compliance Review – matters to address
prior to hearing
Matter No: A10-00195**

Dear Mr. Dilkes:

Thank you for your call to our office on October 4, 2010 to discuss your client, Sober Living by the Sea's, (SLBTS) upcoming annual Zoning Agreement compliance review. It is scheduled to be heard before the Newport Beach City Council on November 9, 2010. We appreciate your clients' efforts to demonstrate good faith compliance with the terms of the agreement. We write to inform you of the approach the City will be taking in its report to the City Council, the issues we have resolved, and the issues the City and SLBTS still need to address before the City Council report is complete.

Timing of Current Review:

As we discussed with your client on September 30, 2010, staff plans to present the City Council with a staff report that summarizes the terms and conditions of the Zoning Agreement, describes the compliance review process undertaken by staff, and reports the results of staff's review. This description includes results of the 11 facility inspections conducted by Code Enforcement staff at various times throughout the year, and the exterior inspections of all SLBTS facilities conducted on September 30, 2010. Staff has also prepared exhibits detailing the specific conditions of the Zoning Agreement and, where possible, confirmation of SLBTS' compliance with each condition overall and at each individual SLBTS residential facility. Staff is preparing exhibits that reflect the Newport Beach Police Department's periodic review of whether parolees are residing at SLBTS facility addresses. The biannual Compliance Review Reports submitted by SLBTS are also attached to the staff reports as exhibits.

Telephone: (949) 644-3131 • Fax: (949) 644-3139

City Hall • 3300 Newport Boulevard • Post Office Box 1768

Newport Beach California 92658-8915 • www.city.newport-beach.ca.us

Issues Resolved:

Through staff's communications with your client, throughout the year and during our September 30th meeting with Kathy Sylvia of SLBTS, we have resolved the following issues.

- We achieved resolution of the two complaints about second-hand smoke after informing SLBTS' staff of the complaints. It appears the two complaints were promptly addressed, and the City did not receive further complaints about smoking at these locations. Staff provided suggestions for further mitigation techniques at one facility, 4711 Seashore.
- During inspections, Code Enforcement found some areas where SLBTS was not in compliance with conditions of the Zoning Agreement at specific facilities. These included:
 - Garage spaces not open and clear for parking at 100-102 Via Antibes;
 - Improper disposal of medical waste at two facilities (4138 Patrice and 4711 Seashore);
 - During the September 30 external inspections, Code Enforcement staff noted that four SLBTS' facilities were not in compliance with Newport Beach Municipal Code ("NBMC") trash enclosure provisions.
- City staff informed SLBTS' staff or the owner of the property when each of these non-compliant conditions was observed or reported, and in most cases, the conditions were corrected on a timely basis. (The only exception to this is two facilities, 505 29th Street and 4500 – 4504 Seashore, which continued to leave lids off its trash cans as of October 5, 2010; the City anticipates that SLBTS will comply with this condition after being informed again of the violation.)

In addition, there were two facilities that contained a number of beds or mattresses higher than the permitted client bed count plus staff. In each case, SLBTS' staff provided Code Enforcement inspectors with a reasonable explanation for the presence of the additional beds (a staff member had moved in and was temporarily storing his bed from his prior dwelling, and mattresses and/or frames from a facility that had closed were being stored on a temporary basis).

Issues to Resolve:

Review of City records and communications with SLBTS staff indicate that SLBTS is not currently in compliance with Section 6 of the Zoning Agreement. Section 6 incorporates SLBTS' rights and the City's requirements in relation to the SLBTS leased office and meeting facility at 2811 Villa Way, as set forth in the August 25, 2006 letter from the City's Planning Department to SLBTS (the 2006 Letter). There are issues with parking lot and meeting compliance.

1. Parking Lot.

SLBTS' staff has informed the City that it has made numerous attempts since October 2009 to move forward with completing the parking lot that is required under the terms of the 2006 Letter. SLBTS' staff has provided the City with a copy of an email sent by CRC VP and Deputy General Counsel Nathaniel Weiner to a Mr. Ronald Ballard on October 29, 2009, attempting to proceed with parking lot development. City records also show that SLBTS has purchased 11 Master Parking Permits and four Annual Parking Permits to achieve interim compliance with the parking requirements of the 2006 Letter. However, the City would like to see further progress in this area, and will continue to work with SLBTS' staff to move this project forward.

2. Meetings and Attendance.

It appears that SLBTS is not in compliance with the terms of the 2006 Letter that limit the number of meetings and meeting attendees that can be held at the 2811 Villa Way facility. Section 5 of the 2006 Letter limits SLBTS to a four-week average of 10 meetings a week, and a maximum of 12 meetings in any single week, at 2811 Villa Way. A maximum of 20 people may attend any single meeting. Section 5 of the 2006 Letter further requires that SLBTS maintain records that document the number of meetings held per week, and the number of persons in attendance. Section 7 of the 2006 Letter states that any meeting in excess of 20 persons must be held in a different location, not at 2811 Villa Way.

In 2006 and 2007, SLBTS was keeping meeting logs and providing the logs to City staff to demonstrate compliance with the terms of the 2006 Letter. When asked in October 2010 to provide the logs for inclusion with other reporting documents for the 2010 compliance review, SLBTS' staff indicated that they no longer kept these records, and that approximately 22 – 23 clients attended the various meetings. A meeting schedule provided to the City by SLBTS in October 2010 indicates that 27 meetings per week are scheduled held at 2811 Villa Way, attended by between 3 and 25 persons.

In addition, approximately one month ago, the City received a complaint that SLBTS had installed a ping pong table in the covered patio area of the SLBTS' facility, and that clients

Edward Dilkes, Esq.
October 12, 2010
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were congregating in the covered patio area for longer than 10 minutes prior to and/or after meetings again. Congregating in the covered patio more than 10 minutes before or after a meeting is in violation of Section 4 of the 2006 Letter, and, by incorporation, the SLBTS Zoning Agreement.

The current practices at 2811 Villa Way are not in compliance with the Zoning Agreement. We request that your client promptly comply with the conditions it agreed to in 2006, and again in 2009. Please provide an explanation of why these conditions have not been met, and how SLBTS intends to comply in the future. As the Planning Director stated in the 2006 Letter, deviations from the conditions of the 2006 Letter would change the category of the use at 2811 Villa Way to a "social club" use, which is a use that requires a use permit, a permit that was denied SLBTS in 2006.

Other Issues:

We note the following and request SLBTS to confirm compliance with the following:

1. Probationer Limit.

Under NBMC Section 20.10.020, no more than one probationer can be housed at any SLBTS facility at a time. In light of staff's discovery that SLBTS' facilities at 4500 Seashore, 4800 Seashore and 505 29th Street hold approval from Orange County Probation to house probationers, please provide assurances that no SLBTS facility houses more than one probationer at any time.

2. Protective Social Care.

Through Section C .2.d of Exhibit B to the Zoning Agreement, SLBTS agreed it would not accept client referrals or placement within a SLBTS home for protective social care and supervision services. Section 310.2 of the 2007 Edition of the California Building Code defines "care and supervision" as:

[A]ny one of more of the following activities provided by a person or facility to meet the needs of the clients:

Assistance in dressing, grooming, bathing and other personal hygiene.

Assistance in taking medication.

Central storage and/or distribution of medications.

Arrangement of and assistance with medical and dental care.

Maintenance of house rules for the protection of clients.

Supervision of client schedules and activities.

Maintenance and/or supervision of client cash resources or property.

Edward Dilkes, Esq.
October 12, 2010
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Monitoring of food intake or special diets.

Providing basic services required by applicable law and regulation to be provided by the licensee in order obtain and maintain a community-care facility.

California Building Code, 2007 Edition, § 310.2 (italics in original, emphasis added)

To comply with the terms of the Zoning Agreement, as well as maintain compliance with California Building Code requirements for facilities in buildings with a less than five-foot setback, no SLBTS' facility that provides one or more of the services listed above may accept clients who were referred for care by any government agency.

Documents Requested:

Because NBMC Section 15.45.080 requires that applicants demonstrate annual compliance with the terms of any development agreement, we encourage your client to present a letter or other document providing facts or explanations that demonstrate its good faith compliance. Such action is consistent with the practices of all other participants in development agreements with the City. The Planning Department has given your client a compliance letter submitted by another development agreement participant to use as a sample, and to illustrate the sort of reporting provided by other development agreement participants.

To complete the exhibits for our staff report, I request you or your client provide the City's Planning Department with the following documents:

- A letter from you explaining SLBTS' efforts to comply with the parking lot requirement of the 2006 Letter, obstacles to compliance SLBTS has encountered, and SLBTS' plans to overcome those obstacles;
- Copies of any correspondence in addition to the October 29, 2009 email from CRC VP and Deputy General Counsel Nathaniel Weiner to Ronald Ballard which SLBTS' legal counsel has sent to the owners of the parking lot property, attempting to move the parking lot project forward; and
- Any evidence or certification of good faith compliance with the terms of the Zoning Agreement SLBTS can provide, and an explanation of areas identified as out of compliance. (An acceptable form for certification is enclosed).

Zoning Administration Protocol:

The City's Planning Department and the Office of the City Attorney are in the process of drafting protocol for future administration of Zoning Agreement's, including the SLBTS

agreement. When the draft is complete, we would like to meet with you and/or your client to discuss the proposed Zoning Agreement administration protocol, and make adjustments as needed.

With SLBTS' agreement and cooperation, the City wishes to adjust or formalize the following administrative practices and procedures in order to simplify and bring greater consistency to the process:

- Use of the term "client beds" in administrative documents and reports to City Council – The Zoning Agreement (through Exhibit B, Sections A.1 and A.2) limits the number of "beds occupied in the City at any time by persons who are patients, clients of customers of Sober Living . . ." Since the phrase "beds occupied in the City at any time by persons who are patients, clients or customers of Sober Living" is cumbersome to use repeatedly in written documents and particularly in oral presentations, the City shall use the phrase "client beds" as a shorthand substitute for "beds occupied in the City at any time by persons who are patients, clients or customers of Sober Living." This simple change of language will allow for consistency with other Zoning Agreements and does not have a substantive affect on the provisions.
- SLBTS explanation for numbers of beds observed during inspections in excess of number of client beds permitted - During inspections conducted by the City's Code Enforcement Division under the terms of the Zoning Agreement, City inspectors may observe beds and/or portions of beds in numbers that exceed the number of client beds ("beds occupied") permitted under the Zoning Agreement at that facility location. This situation arose at several of the City's 2010 inspections. In each case, City Code Enforcement inspectors asked SLBTS' staff for an explanation of the beds in addition to permitted client beds, and in each case the inspectors received an explanation from SLBTS' staff that satisfied them that SLBTS was not operating the facility with a client bed capacity that exceeded the permitted number, and was not housing additional residents (excepting a staff member) who were not treatment clients. (Beds in excess of permitted client beds were generally explained as either a single staff bed in a facility, or one or two mattresses being stored temporarily during staff or facility relocation.)
- Effective date of Settlement Agreement and Zoning Agreement – At this time, the various Zoning Agreement and Settlement Agreement documents between the City and SLBTS create two different Effective Dates for review of Zoning Administration compliance. With SLBTS' agreement, the City would like to establish a single date for annual review of Zoning Agreement Compliance, and the following schedule of compliance dates:

- Per Section 14 of the Zoning Agreement, the parties shall review the Zoning Agreement at least once every 12 months from the Zoning Agreement's Effective Date for good faith compliance with the terms of the Agreement. The Zoning Agreement defines the Effective Date as the 91st day following the City Council's passage of the ordinance approving the Zoning Agreement, or May 12, 2009.
- NBMC Section 15.45.080 requires that the City Council review all development agreements for compliance at least once every 12 months from the date on which the agreement "*is executed.*" The Zoning Agreement was "executed" when the parties to the Agreement signed Amendment 1 to the Settlement Agreement on September 30, 2009.
- The City proposes that the City Council conduct all future annual reviews of the Zoning Agreement for compliance, to the greatest extent possible, at its second regular meeting in July of each year. This date would (1) fall well within the period required by NBMC Section 15.45.080, (2) fall closer to the date indicated by Section 14 of the Zoning Agreement, and (3) would allow the annual compliance review to incorporate both of SLBTS' biannual Compliance Review Reports, which the Zoning Agreement requires be submitted on or before December 31 and June 30 of every year.
- Notice of inspections – Consistent with the Zoning Agreement and testimony at the hearing regarding the Zoning Agreement the Code Enforcement Division will provide reasonable notice to SLBTS when during regular business hours, it plans to inspect a facility. In no event will notice be less than 2 – 4 hours notice, for consistency with other Zoning Agreements entered by the City, and City inspection protocols.
- SLBTS demonstration of compliance – As discussed above, the City recommends that at or prior to each annual City Council review, SLBTS submits evidence of good faith compliance with the terms of the Zoning Agreement, an explanation if there are areas in which it is not in compliance and a description of its good faith efforts to comply.

We would like to meet with you or any other appropriate legal representative of SLBTS before October 29, 2010 to discuss the proposed Zoning Administration protocol, as well as other details of compliance review. My office will contact you to set up a mutually agreeable meeting time.

Edward Dilkes, Esq.
October 12, 2010
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Please feel free to contact the undersigned if you have any questions about the contents of this letter, or the Zoning Agreement annual compliance review.

Sincerely,

OFFICE OF THE CITY ATTORNEY



David R. Hunt,
City Attorney for the
City of Newport Beach

DRH:cmw

cc: Dave Kiff, City Manager
Jim Campbell, Acting Planning Director
Janet Brown, Associate Planner
Kathy Sylvia, Sober Living by the Sea
John Peloquin, CRC Health Care, Inc.
Pam Burke, CRC Health Care, Inc.

Sober Living By The Sea
Bi-Annual Compliance Review Report

Date Report Submitted: _____

This form covers the 6-month period of _____ through _____

During the above period, Sober Living By The Sea (SLBTS) managed or controlled the following facilities in Newport Beach:

SLBTS Recovery Facilities				
Date of Report: June 30, 2010				
Location	Peninsula Zone?	Peninsula Clients & Client Beds	Off-Peninsula Clients & Client Beds	ADP Licensed?
1. 100 Via Antibes	Y	4		Y
2. 102 Via Antibes	Y	4		Y
3. 208 Via Lido Soud	Y	4		Y
4. 505 29th Street	Y	6		Y
5. 3960 Seashore	Y	4		Y
6. 3980 Seashore	Y	6		Y
7. 4500/4504 Seashore	Y	10		Y
8. 4711 Seashore	Y	6		Y
9. 4800 Seashore, Units A&B	Y	10		Y
10. 4816 Seashore, Unit A	Y	4		Y
11. 4816 Seashore, Unit B	Y	6		Y
12. 5004 Neptune, Unit A	Y	6		N
13. 5004 Neptune, Unit B	Y	6		N
14. 5101 River, Unit B	Y	6		N
15. 6110 West Ocean Front	Y	6		Y
16. 6111 Seashore	Y	6		Y
17. 112 40th St., Unit B	Y	6		N
112 40th St., Unit A	Y	0 (staff only)		N
Total:		100	0	

Note: In the above chart, "Clients" and "Client Beds" has the same meaning as "beds occupied in the City at any time by persons who are patients, clients or customers of Sober Living" in the Zoning Agreement and. In other words, if SLBTS has noted that it housed six Clients in a particular facility, then it also had an equal number of Client Beds ("beds occupied in the City at any time by person who are patients, clients or customers of Sober Living") in that facility.

The SLBTS Staff Member to join the City in any inspection of the above facilities shall be: _____ (e-mail: _____, phone #: _____)

During the above Compliance Review Period, SLBTS's signature below indicates that it certifies that it has met all Operational Conditions as described in the Zoning Agreement and its exhibits.

Sober Living By The Sea

DATE

*****, [Title]

*** FAX TX REPORT ***

TRANSMISSION OK

JOB NO.	2331
DESTINATION ADDRESS	913234668360
PSWD/SUBADDRESS	
DESTINATION ID	
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PGS.	9
RESULT	OK



CITY OF NEWPORT BEACH

OFFICE OF THE CITY ATTORNEY

David R. Hunt, City Attorney

October 12, 2010

VIA FACSIMILE (323) 466-8360

Edward Dilkes
Attorney at Law
2443 Park Oak Drive
Hollywood, CA 90068

**RE: Sober Living by the Sea Annual Compliance Review – matters to address
prior to hearing
Matter No: A10-00195**

Dear Mr. Dilkes:

Thank you for your call to our office on October 4, 2010 to discuss your client, Sober Living by the Sea's, (SLBTS) upcoming annual Zoning Agreement compliance review. It is scheduled to be heard before the Newport Beach City Council on November 9, 2010. We appreciate your clients' efforts to demonstrate good faith compliance with the terms of the agreement. We write to inform you of the approach the City will be taking in its report to the City Council, the issues we have resolved, and the issues the City and SLBTS still need to address before the City Council report is complete.

Timing of Current Review:

As we discussed with your client on September 30, 2010, staff plans to present the City Council with a staff report that summarizes the terms and conditions of the Zoning Agreement, describes the compliance review process undertaken by staff, and reports the results of staff's review. This description includes results of the 11 facility inspections conducted by Code Enforcement staff at various times throughout the year, and the exterior inspections of all SLBTS facilities conducted on September 30, 2010. Staff has

Attachment No. CC 2
Zoning Agreement Administration Protocol

CITY OF NEWPORT BEACH

OFFICE OF THE CITY ATTORNEY

DATE: October 29, 2010

TO: Janet Brown, Associate Planner
Matt Cosyion, Senior Code Enforcement Officer

FROM: Office of the City Attorney
David R. Hunt, City Attorney

MATTER: Group Homes: Code Enforcement;
A09-00417

SUBJECT: Zoning Administration Protocol



This memorandum sets forth the standard protocol and procedures for administering the City's zoning agreements with alcohol and drug abuse recovery and treatment facility operators ("Drug and Alcohol Recovery Facility operators"). This protocol will be provided to Drug and Alcohol Recovery Facility operators that have entered zoning agreements with the City, for their information.

DRUG AND ALCOHOL RECOVERY FACILITIES ZONING AGREEMENT ADMINISTRATION PROTOCOL

The following protocol reflects the City's compliance review, as set forth under the City's Zoning Agreements with Sober Living by the Sea ("SLBTS"), Morningside Recovery ("Morningside"), and any other Drug and Alcohol Recovery Facility operator with which such an agreement may be entered (collectively "Operators").

1.0 Inspection Protocol

- 1.1 Operators shall submit to the City's Code Enforcement Division ("CED") the Compliance Review Report ("Report") shown as an exhibit to Operator's Zoning Agreement, at the times required under Operator's Zoning Agreement. At the same time, Operators shall also submit the name, phone number, and e-mail of its staff member(s) designated to join any inspection ("Operator Staff Member").
- 1.2 On a quarterly basis, CED shall submit the list of each Operator's facilities to the Police Department for verification that each Operator is in compliance with the terms of Operator's Zoning Agreement that relate to parolees and probationers, and the prohibition on Parolee-Probationer Homes as defined by Newport Beach Municipal Code Section 20.05.030.
- 1.3 On a quarterly basis, CED shall select up to four (4) facilities on the list to verify the client count and client bed count through an onsite inspection during a weekday.

- 1.4 CED shall notify the Operator Staff Member by e-mail and telephone of the time of the inspection and which facilities will be inspected. Such notification will occur a reasonable amount of time prior to the inspection, generally four (4) but not less than two (2) hours prior to inspection.
- 1.5 While inspecting each facility, CED staff shall not obtain client names nor take photos of clients and shall be respectful at all times of client privacy. CED staff shall count clients and/or client beds and verify that the client and/or client bed count at each facility does not exceed those on the reports submitted by Operator.
- 1.6 If, during a facility inspection, CED observes beds (assembled or unassembled) in excess of the number of client and staff beds reported by Operator, CED shall request, and Operator shall provide, an explanation of the presence of such additional beds.
- 1.7 An inspection report shall be made for each facility.
- 1.8 All inspection reports and Reports submitted by Operator to CED shall be submitted to the Planning Department for inclusion in the City's annual review of Operator compliance with the Zoning Agreement.

2.0 Compliance Review Protocol

- 2.1 The Effective Date of the Zoning Agreement and Settlement Agreement between the City and SLBTS shall be May 12, 2009. The Effective Date of the Zoning Agreement between the City and Morningside shall be December 28, 2010. The Effective Date for any other Operator with which the City may enter such an agreement, shall be as defined in the Operator's Zoning Agreement.
- 2.2 Annual Review of SLBTS' compliance with the Zoning Agreement shall be held, to the greatest extent possible, at the second City Council meeting in July of each year.
- 2.3 For public notice purposes, the properties that must be posted prior to the public hearing shall include only those operated by Operator at the time of the Compliance Review hearing.
- 2.4 To prevent inadvertent dissemination of confidential business information of Operators, including the number of beds actually occupied by persons who are patients, clients or customers of Operators during City inspections, and to provide a convenient shorthand reference to housing for persons who are patients, clients or customers of Operators, the City shall refer to patients, clients and customers of Operators as "clients," and to beds occupied or potentially occupied by clients at Operators' residential facilities as "client beds."
- 2.5 The terms of each Zoning Agreement, (including, in the case of SLBTS, the terms of the August 25, 2006 Determination Letter from the Planning Director to SLBTS), shall be reviewed by staff prior to annual Compliance Review, and good faith compliance with the terms of the Zoning Agreement shall be noted in staff reports and exhibits where staff believes such good faith compliance has been demonstrated. Operator is encouraged to provide any written documentation or statement demonstrating its good faith best efforts at compliance for City Council review prior to the annual Compliance Review.

2.6 When there is a difference between the procedures established in this Protocol and the language of a specific agreement, the agreement shall control. Waiver by the Operator, in any given year, of a right or procedure contained in the Operator's Zoning Agreement shall not constitute a permanent waiver of such right or procedure.

3.0 Facility Relocation

City staff is responsible for administering more than one Zoning Agreement with Drug and Alcohol Recovery Facility operators, and is also responsible for advising residential care facility operators who may apply for use permits and reasonable accommodations in the proximity of other such uses. In order to perform these functions, staff must be aware of the location of such facilities. For this reason, and to provide Operator with assurance that any new facility location they are considering is not located in the same block as any other residential care facility, Operator shall notify the City of planned relocations, and planned facility closures prior to relocating or opening any new facility. Operator shall make best efforts to notify the City of facility closures as close to the date of closure as possible.

CONCLUSION

This protocol shall be executed in a fair and reasonable manner calculated to preserve the residential neighborhoods in which Drug and Alcohol Recovery Facilities are located and to protect the rights of the disabled to obtain housing and recovery facilities within the community.

DRH

Cc:

David Kiff, City Manager
Jim Campbell, Planning Director

[A09-00417]- JB & MC from DRH re ZA Admin Protocol

Attachment No. CC 3
Inventory of Client Beds

SOBER LIVING BY THE SEA, INC.

Inventory of Beds

- Closed Facility

Street No.	Unit	Street	# Beds May '08	# Beds Dec. '09	# Beds June '10
208		Via Lido Soud	6	4	4
100		Via Antibes	6	4	4
102		Via Antibes	6	4	4
505		29 th Street	6	6	6
416	A	34 th Street	6	0	0
416	B	34 th Street	6	0	0
307	½	34 th Street	6	0	0
309	½	34 th Street	6	0	0
425		39 th Street	6	0	0
425	½	39 th Street	6	0	0
412	A	40 th Street	0	2	0*
412	B	40 th Street	6	6	6
434	A	43 rd Street	6	0	0
434	B	43 rd Street	6	0	0
448	A	45 th Street	6	4	0
448	B	45 th Street	6	2	0
422	A	45 th Street	6	4	0
422	B	45 th Street	6	6	0
433	A	45 th Street	6	0	0
433	B	45 th Street	6	0	0
5004	A	Neptune Street	6	6	6
5004	B	Neptune Street	6	6	6
5101	A	River Avenue	6	4	0
5101	B	River Avenue	6	6	6
3960		Seashore Drive	6	4	4
3980		Seashore Drive	6	6	6
4500		Seashore Drive	6	4	4
4504		Seashore Drive	6	6	6
4711		Seashore Drive	6	6	6
4800	A	Seashore Drive	6	4	4
4800	B	Seashore Drive	6	6	6
4816	A	Seashore Drive	6	4	4
4816	B	Seashore Drive	6	6	6
6111		Seashore Drive	6	6	6
6110		West Ocean Front	6	6	6
TOTAL BEDS & Number of Dwelling Units (DU's):			204 34 DU's	122 25 DU's	100 22 DU's

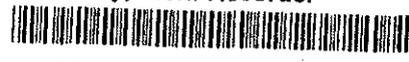
(*staff only)

Attachment No. CC 4
Zoning Agreement

**RECORDING REQUESTED AND
WHEN RECORDED RETURN TO:**

Office of the City Attorney
City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA, 92658

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

 NO FEE

2009000577876 01:49pm 10/23/09

215 28 A12 31

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

[Exempt from Recordation Fee per Government Code Section 27383

CONFORMED COPY
Not Compared with Original

**ZONING IMPLEMENTATION
AND
PUBLIC BENEFIT AGREEMENT**

**ZONING IMPLEMENTATION
AND PUBLIC BENEFIT AGREEMENT**
(Pursuant to California Government Code §§65864-65869.5)

This Zoning Implementation and Public Benefit Agreement (the "Zoning Agreement") is entered into on September 30, 2009, by and between the CITY OF NEWPORT BEACH, a charter city ("City") and SOBER LIVING BY THE SEA, INC., a CALIFORNIA CORPORATION, COMPREHENSIVE ADDICTION PROGRAMS, INC., a Delaware Corporation, CRC HEALTH CORPORATION, a Delaware Corporation, CRC HEALTH GROUP, INC., a Delaware Corporation (collectively referred to as "Operator"). City and Operator and Operator's Affiliates as herein defined, are sometimes collectively referred to in the Zoning Agreement as the "Parties" and individually as a "Party."

RECITALS

A. The City Council hereby finds this Zoning Agreement is consistent with provisions of California Government Code §65867, and the City of Newport Beach Municipal Code Chapter 15.45 and the City's General Plan.

B. On November 20, 2008, City's Planning Commission held a public hearing on this Zoning Agreement, made findings and determinations with respect to this Zoning Agreement, and recommended to the City Council that the City Council approve this Zoning Agreement.

C. On January 27, 2009, the City Council also held a public hearing on this Zoning Agreement and considered the Planning Commission's recommendations and the testimony and information submitted by City staff, Operator and members of the public. On February 10, 2009, pursuant to the applicable state law (California Government Code §§65864-65869.5) and local law (City of Newport Beach Municipal Code Chapter 15.45), the City Council passed its Ordinance No. 2009-4 finding this Zoning Agreement to be consistent with the City of Newport Beach General Plan and approving this Zoning Agreement.

D. This Zoning Agreement allows Sober Living a vested right to: (i) operate 156 beds of recovery facilities within the area they are currently operating, and as more particularly defined in **Exhibit D** attached (the "Peninsula Zone"); and (ii) up to an additional 48 beds outside of the Peninsula Zone and within zones accommodating multi-family residential uses, in compliance with the terms of this Zoning Agreement.

E. This Zoning Agreement also memorializes uses granted to and conditions agreed to by Sober Living on August 25, 2006 regarding its administrative offices at 2811 Villa Way (**Exhibit C** attached hereto).

AGREEMENT

NOW, THEREFORE, City and Operator agree as follows:

1. Definitions. The following terms when used in this Zoning Agreement shall have the meanings set forth below:

A. "Affiliate" shall mean a person or entity that is directly or indirectly controlled by Operator.

B. "City Council" shall mean the governing body of City.

C. "Control" (including the terms "controlling," "controlled by," and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

D. "Facility" (or "Facilities") is a residential unit used or occupied by persons in recovery from alcoholism and or drug abuse. Facilities may be "Licensed Facilities" or "Sober Living Homes." As used in this Agreement, all Facilities constitute "residential care facility" uses within the context of the City's zoning ordinance.

E. "General Plan" shall mean City's 2006 General Plan adopted by the City Council on July 25, 2006, by Resolution No. 2006-76. The Land Use Plan of the Land Use Element of the General Plan was approved by City voters in a general election on November 7, 2006.

F. "Licensed Facilities" shall mean alcoholism and drug abuse recovery facilities licensed by the California Department of Alcohol and Drug Programs ("ADP").

G. "Party" or "Parties" shall mean either City or Operator or any of Operator's Affiliates or both, as determined by the context.

H. "Property" is described in **Exhibit A** and consists of a list of addresses of properties currently operated by Operator as Licensed Facilities and Sober Living Homes in R-1, R-1½, R-2 and multi-family residential ("MFR") and certain Specific Plan District zones within City. "Property" includes the rights to operate all of those properties as well as other properties not presently identifiable which may be utilized by Operator as Facilities hereunder.

I. "Sober Living Homes" shall mean alcoholism and drug abuse recovery facilities not licensed by ADP.

J. "Term" shall have the meaning ascribed in Section 11 of this Zoning Agreement.

2. Significant Public Benefits. The significant public benefits that this Zoning Agreement provides include, but are not limited to:

A. Settlement and avoidance of costs of a pending lawsuit, including attorneys fees;

B. Preservation of the regulatory ordinance which was the subject matter of the lawsuit,

C. Requested termination of a related federal administrative proceeding,

D. A reduction of and limitation on the size of a residential care operation in the City, including a limitation on 6 or under Licensed Facilities,

E. Dispersal of Licensed Facilities and Sober Living Homes to reduce the concentration thereof;

- F. The placement of operational controls on said facilities to reduce perceived negative impacts on residential neighborhoods.

3. General Plan Consistency and Zoning Implementation. This Zoning Agreement and the regulations applied herein to the Property ("Applicable Regulations" hereinafter) will cause City's zoning and other land use regulations for the Property to remain consistent with the General Plan.

4. Warranties and Representations. Both parties represent that they have legal authority to enter into this Zoning Agreement and the remainder of the agreements and documents that comprise the settlement documents herein, and that the necessary authorizations have been obtained, by resolution or other action, and that the persons whose names appear as signatories below were authorized to accept this Zoning Agreement on behalf of the Party under whose name they signed.

- A. Each Party specifically represents and warrants that it has the legal authority to enter into a Zoning Agreement of the type and kind herein, and,
- B. The City represents and warrants that this Zoning Agreement and the regulations applied to the Property ("The Applicable Regulations") are:
 - i. Consistent with the General Plan for the City and any Specific Plans that apply to the area in which any portion of the Property is located, and
 - ii. Consistent with the Local Coastal Land Use Plan ("CLUP) for the City of Newport Beach and that the CLUP has been approved by the California Coastal Commission.

5. Operation of Property; Applicable Regulations. Other than as expressly set forth in this Zoning Agreement, during the Term of this Zoning Agreement, the terms and conditions concerning the operation of the Property, including but not limited to the permitted uses and density and intensity of use and the location of buildings involved shall be those set forth in the "Applicable Regulations" delineated in **Exhibit B** and as set forth in Section 6 below. During the term of this Zoning Agreement, City shall not prevent operation of the Property that is in compliance with the Applicable Regulations and all other applicable laws and regulations specified in Section 9 hereof.

6. Operator's Vested Rights. During the Term of this Zoning Agreement, except to the extent City reserves its discretion as expressly set forth in this Zoning Agreement or in the Applicable Regulations and all other applicable laws and regulations specified in Section 9 hereof, Operator shall have the vested right, within the limits and constraints of the Applicable Regulations, to conduct its operation of Licensed Facilities and Sober Living Homes on the Property. The letter from City to Operator dated August 25, 2006 regarding Operator's leased office and meeting facility at 2811 Villa Way ("Villa Way") is incorporated herein by reference as **Exhibit C**. City acknowledges that Operator has complied with all conditions set out in Exhibit C except for Paragraph 12 relating to parking. City acknowledges Operator has been exercising due diligence to complete the parking lot which is unfinished due to circumstances beyond Operator's control. Operator agrees to use good faith efforts to get the parking lot at Villa Way completed. In the event meetings are no longer held at Villa Way, the currently permitted non-conforming right to use said property as an office use shall continue until termination of this Zoning Agreement. The Operator's leased property at 505 29th Street, commonly known as

"The Victorian," is a legal nonconforming single family residence and shall be treated as a Licensed Facility. In the event Ordinance No. 2008-5 is repealed by action of the City Council or the electorate or if said Ordinance is declared invalid or unenforceable by a court of competent jurisdiction, then the Operator will no longer be bound by the provision of Paragraph 6 of Exhibit B as to the limit of one Licensed Facility or Sober Living Home per block in the event other operators open facilities on the same block.

7. Police Power. In all respects not provided for in this Zoning Agreement, City shall retain full rights to exercise City's police power to regulate the operation of Residential Care Facilities on the Property provided such powers are applied consistently with the provisions of state law and Section C2 of Exhibit B to this Zoning Agreement.

8. No Conflicting Enactments. During the Term of this Zoning Agreement City shall not apply to the Property any City-adopted ordinance, policy, rule, regulation, or other measure relating to the operation of Facilities on the Property to the extent it conflicts with this Zoning Agreement.

9. Reservations of Authority. Notwithstanding any provisions set forth in this Zoning Agreement to the contrary, the laws, rules, regulations, and official policies set forth in this Section 9 shall apply to and govern the development and operations of the Property:

- A. Procedural Regulations. Then current procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure shall apply to the Property, provided that they are adopted and applied City-wide or to all other properties consistent with the provision of Section C2 of Exhibit B.
- B. Consistent City Regulations. City ordinances, resolutions, regulations, and official policies governing development and building which do not conflict with the Applicable Regulations, or with the provisions of Section C2 of Exhibit B where Operator has consented in writing to the regulations, shall apply to the Property.
- C. Public Health and Safety. Any City ordinance, regulation, rule, regulation, program, or official policy, that is necessary to protect persons on the Property or in the immediate community from conditions dangerous to their health or safety shall apply to the Property, consistent with Section C2 of Exhibit B.

10. No Agency. Neither Party is acting as the agent of the other in any respect, and each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Zoning Agreement. This Zoning Agreement forms no partnership, joint venture, or other association of any kind. The only relationship between the Parties is that of a government entity regulating the operation of private property by the owner or lessee of the property.

11. Effective Date; Term. This Zoning Agreement shall not become effective, and except as set forth in Subsection C of this Section 11, neither party shall have any rights or obligations hereunder, until the "Effective Date."

- A. Effective Date of This Zoning Agreement : This Zoning Agreement shall become effective on:

- i. The 91st day following the City Council's passage of the ordinance approving this Zoning Agreement, or
 - ii. If a referendum or other elective challenge to the ordinance approving this Zoning Agreement qualifies to be placed on the ballot, then on the 31st day after the City Clerk certifies that the referendum or other elective challenge has failed to pass, or
 - iii. If litigation is instituted to challenge this Zoning Agreement prior to the Effective Date established in accordance with Section 11 A. i. and ii above, then on the 31st day after the litigation is terminated, the time for appeal has expired, and the legal challenge has been unsuccessful.
- B. Term. The term of this Zoning Agreement (the "Term") shall commence on the Effective Date and shall expire at the conclusion of the 25th year thereafter. However in no event shall the term of this Zoning Agreement exceed thirty (30) years after its execution.
- C. Stay of Ordinance 2008-05 Pending Effective Date. Prior to the effective date of the ordinance adopting this Zoning Agreement, or that date upon which it becomes clear that there shall be no Effective Date, whichever is later, the Operator's use permit process shall be tolled, and the City shall not otherwise enforce the provisions of Ordinance 2008-5.

12. Amendment or Cancellation of Zoning Agreement. Other than modifications of this Zoning Agreement under Section 9C of this Zoning Agreement, this Zoning Agreement may be amended or canceled in whole or in part only by mutual written and executed consent of the Parties in compliance with California Government Code §65868 and City of Newport Beach Municipal Code §15.45.060.

13. Enforcement. Unless amended or canceled as provided in Section 12 of this Zoning Agreement, or modified or suspended pursuant to California Government Code §65869.5, this Zoning Agreement is enforceable by either Party despite any change in any applicable general or specific plan, zoning, subdivision, or building regulation or other applicable ordinance or regulation adopted by City (including by City's electorate) that purports to apply to any or all of the Property.

14. Periodic Review of Compliance. City and Operator shall each comply in good faith with the terms of this Zoning Agreement. The Parties shall review this Zoning Agreement at least once every 12 months from the Effective Date for good faith compliance with its terms consistent with California Government Code §65865 and §65865.1 and City of Newport Beach Municipal Code §15.45.070. At the reviews, Operator shall demonstrate its good faith compliance with this Zoning Agreement and shall document the current status of its operation. Operator also agrees to furnish evidence of good faith compliance as City may require in the reasonable exercise of its discretion and after reasonable notice to Operator. On or before December 31 and June 30 of each year during the Term of this Zoning Agreement, Sober Living shall submit a Compliance Review Report, whose template is attached as **Exhibit G**. The requirement of good faith compliance shall be met upon the submittal to the City of an accurate form showing information relating to facility locations and bed counts. City shall have the right to audit the accuracy of the form through on-site inspections of the Facilities at mutually-agreeable times and during regular business hours.

15. Events of Default.

A. Default by Operator. Pursuant to California Government Code §65865.1, if City determines that Operator has not complied in good faith with Operator's obligations pursuant to this Zoning Agreement, City shall by written notice to Operator specify the manner in which Operator has failed to comply and state the steps Operator must take to bring itself into compliance. If Operator does not commence compliance within 30 days after receipt of the written notice from City specifying the manner in which Operator has failed to comply, and diligently pursue steps to achieve full compliance, then Operator shall be deemed to be in default under the terms of this Zoning Agreement. City may then seek available remedies as provided in Section 15.C of this Zoning Agreement.

B. Default by City. If City has not complied with any of its obligations and limitations under this Zoning Agreement, Operator shall by written notice to City specify the manner in which City has failed to comply and state the steps necessary for City to bring itself into compliance. If City does not commence compliance within 30 days after receipt of the written notice from Operator specifying the manner in which City has failed to comply, and diligently pursue steps to achieve full compliance, then City shall be deemed to be in default under the terms of this Zoning Agreement. Operator may then seek a specific performance or similar equitable remedy as provided in Section 15.C of this Zoning Agreement.

C. Specific Performance and Damages Remedies. The Parties acknowledge that remedies at law generally are inadequate and that specific performance is appropriate for the enforcement of this Zoning Agreement. The remedy of specific performance or, in the alternative, a writ of mandate, shall be the sole and exclusive remedy available to either Party in the event of the default or alleged default by the other. Prior to exercising such a remedy, the Party seeking to do so shall submit the matter to nonbinding arbitration through JAMS or another arbitrator mutually acceptable.

D. Recovery of Legal Expenses by Prevailing Party in Any Action. In any judicial proceeding ("Action") between the Parties that seeks to enforce the provisions of this Zoning Agreement, the prevailing Party shall recover all of its actual and reasonable costs and expenses. These costs and expenses include expert witness fees, attorneys' fees, and costs of investigation and preparation before initiation of the Action. The right to recover these costs and expenses shall accrue upon initiation of the Action.

16. Cooperation. Each Party covenants to take all reasonable actions and execute all documents that may be necessary to achieve the purposes and objectives of this Zoning Agreement.

17. Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Zoning Agreement is caused, through no fault of the Party whose performance is prevented or delayed, by floods, earthquakes, other acts of God, fires, war, riots or similar hostilities, strikes or other labor difficulties, state or federal regulations, or court actions.

18. Third Party Legal Challenge. If a third party brings a legal action challenging the validity or enforceability of any provision of this Zoning Agreement or the Applicable Regulations or the manner in which the ordinance approving this Zoning Agreement was processed and approved, including the application of the California Environmental Quality Act to that process, ("Third Party Legal Challenge") the parties shall defend the Third Party Legal Challenge jointly,

and each party shall be responsible for its legal expenses incurred in connection with the Third Party Legal Challenge.

19. Right to Assign. Operator shall have the right to transfer or assign the rights and obligations contained herein in whole to any person, partnership, joint venture, firm, or corporation at any time during the Term of this Zoning Agreement without the consent of City. Upon the effective date of any such transfer or assignment of the Property, the transferor-assignor shall notify City of the name and address of the transferee. Any assignment of this Zoning Agreement must be pursuant to a sale or transfer of Operator's rights in the entirety of the Property. Any sale or transfer of the Property shall include the assignment and assumption of the rights, duties, and obligations arising from this Zoning Agreement to the transferee with respect to all of the Property. Operator shall no longer be obligated under this Zoning Agreement for the Property if Operator is not in default under this Zoning Agreement at the time of the sale or transfer.

20. Zoning Agreement Binding on Successors and Assigns. The burdens of this Zoning Agreement are binding upon, and the benefits of this Zoning Agreement shall inure to, all successors in interest of the Parties to this Zoning Agreement.

21. Estoppel Certificate. At any time, either Party may deliver written notice to the other Party requesting that the Party certify in writing that, to the best of its knowledge:

- A. This Zoning Agreement is in full force and effect and is binding on the Party;
- B. This Zoning Agreement has not been amended or modified either orally or in writing. If this Zoning Agreement has been amended, the Party providing the certification shall identify the amendments; and
- C. The requesting Party is not in default in the performance of its obligations under this Zoning Agreement. If the requesting Party is in default, the other Party must describe the nature of the default.

The requesting party shall execute and return the certificate within sixty (60) days following receipt. Any assignee of a Party's rights and obligations hereunder, as referred to in this Section 21, shall be entitled to rely on the certificate.

22. Further Actions and Instruments. Each Party shall cooperate with and provide reasonable assistance to the other Party to the extent consistent with and necessary to implement this Zoning Agreement. Upon the request of a Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record the required instruments and writings and take any actions as may be reasonably necessary to implement this Zoning Agreement or to evidence or consummate the transactions contemplated by this Zoning Agreement.

23. Notices. Any notice or demand that shall be required or permitted by law or any provision of this Zoning Agreement shall be in writing. If the notice or demand will be served upon a Party, it either shall be personally delivered to the Party; deposited in the United States mail, certified, return receipt requested, and postage prepaid; or delivered by a reliable courier service that provides a receipt showing date and time of delivery with courier charges prepaid. The notice or demand shall be addressed as follows:

To City: City of Newport Beach
3300 Newport Boulevard
Post Office Box 1768
Newport Beach, California 92663-3884
Attention: City Manager
Fax: 949-644-3020

With a copy to: City Attorney
City of Newport Beach
3300 Newport Boulevard
Post Office Box 1768
Newport Beach, California 92663-3884

To Operator: Sober Living by the Sea, Inc.
2811 Villa Way
Newport Beach, California 92663
Attn: Executive Director

With a copy to: CRC Health Group, Inc.
2400 Stevens Creek Boulevard, Suite 600
Cupertino, California 95014
Attn: General Counsel
Fax: 415-358-8444

Either Party may change the address stated in this Section 23 by notice to the other Party in the manner provided in this Section 23, and notices shall be addressed and submitted to the new address. Notice shall be deemed to be delivered upon the earlier of: (a) the date received; or (b) three business days after deposit in the mail as provided above.

24. Rules of Construction and Miscellaneous Terms.

A. Rules of Construction. The singular includes the plural; the masculine and neuter include the feminine; "shall" is mandatory; "may" is permissive.

B. Time is of the Essence. Time is of the essence regarding each provision of this Zoning Agreement in which time is an element.

C. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Zoning Agreement by the other Party, and failure by a Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of that Party's right to demand strict compliance by the other Party in the future.

D. Counterparts. This Zoning Agreement may be executed in two or more counterparts, each of which shall be identical and may be introduced in evidence or used for any other purpose without any other counterpart, but all of which shall together constitute one and the same Zoning Agreement.

E. Entire Agreement. Except for the Settlement Agreement, this Zoning Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter addressed in this Zoning Agreement.

F. Construction. This Zoning Agreement has been drafted after extensive negotiation and revision. Both City and Operator are sophisticated parties who were represented by independent counsel throughout the negotiations. City and Operator each agree and acknowledge that the terms of this Zoning Agreement are fair and reasonable, taking into account their respective purposes, terms, and conditions. This Zoning Agreement shall therefore be construed as a whole consistent with its fair meaning, and no principle or presumption of contract construction or interpretation shall be used to construe the whole or any part of this Zoning Agreement in favor of or against either party.

G. No Third Party Beneficiaries. The only parties to this Zoning Agreement are City and Operator. This Zoning Agreement does not involve any third party beneficiaries, and it is not intended and shall not be construed to benefit or be enforceable by any other person or entity.

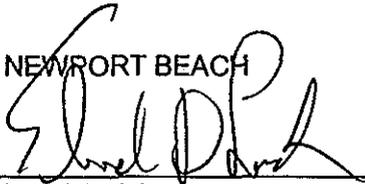
H. Applicable Law and Venue. This Zoning Agreement shall be construed and enforced consistent with the internal laws of the State of California. Any action arising under this Zoning Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Zoning Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, or the United States District Court for the Central District of California. The Parties waive all provisions of law providing for the removal or change of venue to any other court.

I. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Zoning Agreement.

J. Authority to Execute. The persons executing this Zoning Agreement warrant and represent that they have the authority to execute this Zoning Agreement on behalf of the entity for which they are executing this Zoning Agreement. They further warrant and represent that they have the authority to bind their respective Party to the performance of its obligations under this Zoning Agreement.

CITY:
CITY OF NEWPORT BEACH

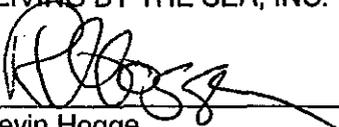
By:


Edward Selich

Title: MAYOR OF NEWPORT BEACH

OPERATOR:
SOBER LIVING BY THE SEA, INC.

By:


Kevin Hogge

Title: CHIEF FINANCIAL OFFICER

By: Pamela B. Burke
Pamela Burke
Title: VICE PRESIDENT/SECRETARY

OPERATOR:
COMPREHENSIVE ADDICTIONS PROGRAMS, INC.

By: Kevin Hogge
Kevin Hogge
Title: CHIEF FINANCIAL OFFICER

By: Pamela B. Burke
Pamela Burke
Title: VICE PRESIDENT/SECRETARY

OPERATOR:
CRC HEALTH CORPORATION

By: Kevin Hogge
Kevin Hogge
Title: CHIEF FINANCIAL OFFICER

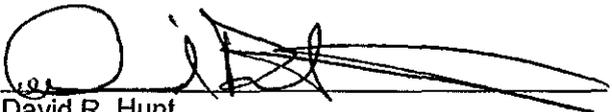
By: Pamela B. Burke
Pamela Burke
Title: VICE PRESIDENT/SECRETARY

OPERATOR:
CRC HEALTH GROUP, INC.

By: Kevin Hogge
Kevin Hogge
Title: CHIEF FINANCIAL OFFICER

By: Pamela B. Burke
Pamela Burke
Title: VICE PRESIDENT/SECRETARY

APPROVED AS TO FORM:

By: 
David R. Hunt
Title: CITY ATTORNEY, CITY OF NEWPORT BEACH

ATTEST:

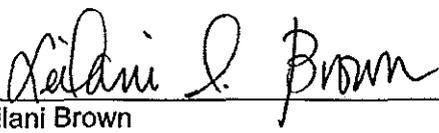
By: 
Leilani Brown
Title: CITY CLERK, CITY OF NEWPORT BEACH



Exhibit A
List of SLBTS Facilities

Street No.	Units	Street	Licensed?	*
208		Via Lido Soud	ADP Licensed	
100		Via Antibes	ADP Licensed	
102		Via Antibes	ADP Licensed	
505		29th Street	ADP Licensed	
116	A & B	34th Street	Sober Living	X
307	1/2	34th Street	Sober Living	X
309	1/2	34th Street	Sober Living	X
125	+ 1/2	39th Street	ADP Licensed	X
112	A & B	40th Street	Sober Living	
118	A & B	45th Street	Sober Living	X
122	A & B	45th Street	ADP Licensed	
5004	A & B	Neptune	Sober Living	
5101	A & B	River	ADP Licensed	
3960-80		Seashore	ADP Licensed	
4500-04		Seashore	ADP Licensed	
4711		Seashore	ADP Licensed	
4800		Seashore	ADP Licensed	X ¹
4816		Seashore	Sober Living	
6111		Seashore	ADP Licensed	
6110		W Oceanfront	ADP Licensed	
* "X" = Closed or closing				

¹ May not be closed if 4816 Seashore is closed

Exhibit B
Applicable Regulations

A. Number and Location of Facilities. Number and location of facilities which may be utilized as Licensed Facilities or Sober Living Homes.

1. On and after the Effective Date of the ordinance adopting this Zoning Agreement, there shall be no more than 204 beds occupied in the City at any time by persons who are patients, clients or customers of Sober Living, whether contained within Licensed Facilities or Sober Living Homes. More than one such facility may be operated in a single building.

2. On and after the effective date of the ordinance adopting this Agreement, there shall be no more than 156 beds occupied in total in those parts of the City referred to as the Peninsula, Lido Isle, West Newport and Newport Shores (the "Peninsula Zone") as depicted in **Exhibit D** at any time by persons who are patients, clients or customers of Sober Living, whether contained within Residential Care Facilities, General, Residential Care Facilities, Small Licensed or Residential Care Facilities, Small Unlicensed as defined in §20.05.030 of the Newport Beach Municipal Code.

3. On and after the effective date of the ordinance adopting this Agreement, there shall be no more than 12 beds (12 of the 156 described in Section A2 above) occupied Lido Isle at any time by persons who are patients, clients or customers of Sober Living, whether contained within Residential Care Facilities, General, Residential Care Facilities, Small Licensed or Residential Care Facilities, Small Unlicensed as defined in §20.03.030 of the Newport Beach Municipal Code.

4. On and after the effective date of the ordinance adopting this Agreement, all beds in the City in addition to those provided for in Sections A.2. and A.3. of this Exhibit B occupied at any time by persons who are patients, clients or customers of Sober Living, whether contained within Residential Care Facilities, General, Residential Care Facilities, Small Licensed or Residential Care Facilities, Small Unlicensed as defined in §20.03.030 of the Newport Beach Municipal Code shall be located only in zones accommodating multi-family residential uses outside of the Peninsula Zone. Sober Living shall provide the City with the address of any new Facility resulting from placing beds per this section within thirty (30) days of establishing the Facility.

5. On and after the Effective Date of the ordinance adopting this Agreement, Sober Living shall locate all of its newly established facilities utilized as Licensed Facilities or Sober Living Homes so that only one building shall contain such facilities, whether operated by Sober Living or any other person or entity, is located either on a block in the City or across a bordering street. To facilitate transfers of properties to attain or maintain this "one building per block" standard, Sober Living may, for not more than 120 days, hold leases for two properties on one block if the properties are involved in a Facility transfer. For purposes of this Agreement, a block is an area bounded by four streets (not alleys).

6. Except as provided in Section A.7. below, within thirty (30) months of the Effective Date of the ordinance adopting this Agreement, Sober Living shall relocate its presently operating facilities as necessary to comply with the criterion set forth in Section A.5. above as to its presently operating Licensed Facilities and Sober Living Homes. All such relocations must be to sites which have no other Facility, whether operated by Sober Living or

any other person or entity, either on the block to which the facility is relocated or across a bordering street.

7. Notwithstanding the provisions of Section A.5 above, Sober Living may continue to operate Facilities at the following addresses during the term of this Agreement:

- 112 40th Street and 3960-3980 Seashore (on the same block);
- 122 45th Street and 4500-4504 Seashore(across a bordering street);
- 6110 Oceanfront and 6111 Ocean Front (across a bordering street/alley); and
- 4711 Seashore and either 4800 Seashore or 4816 Seashore (across a bordering street and down a block).

8. Sober Living shall not establish any Facility pursuant to Section 4 of this Exhibit B unless and until Sober Living has fully and timely complied with the relocation requirements set forth in Section 6 of this Exhibit B.

9. Sober Living shall not establish or operate a Facility on a parcel of property which has a lot line located within 1,000 feet of any NMUSD elementary school or the large commercial State-licensed day care facility listed on Exhibit E.

10. Sober Living shall not establish or operate a Facility at any location which is adjacent to the 36th Street Tot Lot or the Marina Park Tot Lot so long as those tot lots are so utilized.

B. Operational Regulations.

During the term hereof, Sober Living shall comply with all of the following operational criteria:

1. Sober Living shall not provide any services to or house any parolee or parolees from the California Department of Corrections or its equivalent in any other State or the Federal Bureau of Prisons in any of its Facilities located in the City.

2. Any and all medical waste generated through the operation of a Sober Living Homes or Licensed Facility shall be disposed of in accordance with all laws and best industry standards and practices.

3. Sober Living shall comply with City code provisions pertaining to trash enclosures at all of its Sober Living Homes or Licensed Facilities.

4. Smoking and Tobacco Products.

(a) Sober Living shall make good faith efforts to prevent second hand smoke from leaving any of its Facilities in a manner that significantly affects occupants of neighboring residents in the use and enjoyment of their properties. These efforts may include, but are not limited to:

- The designation of a smoking area at each site, with a device to mitigate or disperse secondhand smoke;
- An active smoking cessation program made available to all clients;

- (b) Apply a policy directing clients or residents to avoid littering cigarette butts on the ground, floor, deck, sidewalk, gutter, or street.
 - (c) Apply a policy reminding clients not to use tobacco on beaches, boardwalks, and piers consistent with City prohibitions against smoking in those areas.
5. Sober Living shall comply with all City code provisions requiring off street parking in residential zones.
6. Sober Living shall establish, provide public notice of and continuously operate a 24 hour per day hotline for receiving inquiries and/or complaints in reference to its operation of its Facilities in the City.
7. Sober Living shall apply the following Quiet Hours to its patients, clients and customers occupying beds in all Facilities which Sober Living operates in the City. During these Quiet Hours, all residents will be inside except during emergencies:
- Sunday through Thursday - 10 pm to 7 am;
 - Friday through Saturday - 11 pm to 7 am.
8. Sober Living shall use good faith efforts to implement the Route Plans for transport of its staff, residents, clients and customers which Sober Living submitted to the City as part of its applications for Use Permits on file with City's staff as of July, 2008. A true and correct copy of those Route Plans are attached as **Exhibit F**. Short-term interruptions, such as medical emergencies or street maintenance which are beyond Sober Living's control, are allowable modifications to the Route Plans.
9. Sober Living shall accept deliveries of goods and services to the Residential Care Facilities which it operates in the City only during customary times for such deliveries of goods and services to occur in residential areas of the City and in accordance with any City regulation adopted which controls times for such deliveries on a citywide basis applicable to all residential properties.
10. Sober Living shall participate in the activities of any stakeholder committee or group established by the City to address complaints and concerns of residents of the City regarding the operation of Residential Care Facilities in the City.
11. Sober Living shall maintain its present policy not to allow more than two (2) clients per bedroom in the facilities unless the size of the structure warrants a larger occupancy for any single bedroom.

C. General Constraints on Regulation.

1. Most Favored Nation. If the City enters into an agreement with any operator of a Sober Living Home or Licensed Facility in the City which, includes one or more of the below three provisions and provides a materially more favorable regulatory treatment to that operator than is afforded to Sober Living hereunder, the more favorable regulatory provision or provisions shall then apply to Sober Living and shall be deemed to supersede any conflicting provision or provisions contained in this Zoning Agreement. Approvals within the Group Residential Uses

Ordinance's Use Permit process do not constitute agreements for the purposes of this paragraph.

The three provisions are:

- (a) An allowance of a percentage increase greater in bed counts greater than 30% above the number operated by the Operator at the time of the agreement;
- (b) Dispersion (i.e. one building per block and no facilities on streets facing each other) more concentrated than for SLBTS under the terms of this Agreement; and
- (c) Distancing from public elementary schools and large licensed day care that is less than for SLBTS under the terms of this Agreement.

2. The City shall respect and adhere to the exemption in California Health and Safety Code §11834.23 that directs that the City apply the same building, fire, and other related codes to Facilities with six or fewer clients as it does for any single-family residential property provided that:

- (a) The exemption is not repealed or otherwise invalidated by an appellate court decision;
- (b) The exemption is being applied to a single family dwelling unit (including condominiums) or a duplex;
- (c) SLBTS does not place non-ambulatory residents in their facilities; and
- (d) SLBTS does not accept referrals or placements within a SLBTS home for protective social care and supervision services by any governmental agency.

3. This Agreement, and, more specifically, these Applicable Regulations obviate the need for and shall supersede the processing or issuance of any Use Permit or Use Permits concerning Sober Living's operations in the City.

Exhibit C
2811 Villa Way Letter



CITY OF NEWPORT BEACH

PLANNING DEPARTMENT

Patricia L. Temple, Director

August 25, 2006

Bill Swiney
Sober Living by the Sea
2811 Villa Way
Newport Beach, California 92663

RE: Sober Living by the Sea – 2809, 2811, 2813 Villa Way, Newport Beach

Dear Bill:

I am in receipt of your correspondence dated July 21, 2006. In your correspondence, you discuss a proposal whereby Sober Living by the Sea ("Sober Living") would modify its use of the property located at 2809-2813 Villa Way ("Sober Living Facility") so that it is no longer designated as a social club, as defined by Newport Beach Municipal Code Section 20.05.040. I have carefully reviewed your proposal and have determined that Sober Living would not be designated as a social club if it was operated in the following manner:

1. The "large conference room," designated on the floor plans submitted on August 4, 2006 ("Plans"), must be reduced so that the maximum occupancy for this room is approximately 20 persons. Two cubicle type offices, the design of which will need to be approved by the Planning Director in writing, will need to be constructed in the large conference room.

2. The "small conference room," designated on the Plans, must be reduced so that the maximum occupancy for this room is approximately 20 persons. A wall will need to be constructed across the back of the small conference room, as indicated on the marked up Plans which are attached hereto. The construction of the wall must comply with all laws and regulations including, but not limited to, the Building Code.

3. A revised set of plans showing the wall in the small conference room and the uses for each area of the property will need to be submitted to and approved in writing by the Planning Director. After approval of the Plans, Sober Living must use each of the areas for the designated use and obtain the Planning Director's approval in writing prior to any change in use.

4. The area designated as the "covered patio," and other outdoor areas, designated on the Plans may not be used by Sober Living clients except as provided hereafter. Clients attending meetings scheduled at the Sober Living Facility may assemble in the covered patio area, or other outdoor areas, 10 minutes prior to a meeting and 10 minutes after a meeting. Between the hours of 7:00 a.m. and 8:30 a.m., clients that attend meetings scheduled at the Sober Living Facility, may be transported by van to any other location provided that they do not assemble in the covered patio area, or other

outdoor area, for more than 10 minutes after a meeting ("Clients Transported by Van"). Between the hours of 1:00 p.m. and 3:00 p.m., clients that Clients Transported by Van may be dropped back off at the Sober Living Facility provided that they: (a) do not arrive at the Sober Living Facility more than 10 minutes before their next scheduled meeting; or (b) that they disperse within 10 minutes after being dropped off at the Sober Living Facility.

5. An average of 10 meetings per week may be held at the Sober Living Facility. However, no more than 12 meetings may be held in any one week and no more than 20 people may attend any meeting. Up to two meetings may be held concurrently. The basis for determining the average number of meetings will be based on a 4 week period. On an ongoing basis, Sober Living will maintain records for the past 12 month period that document the number of meetings held per week and the number of persons in attendance. These records will be verified by a representative of Sober Living and will be made available to the Planning Director upon request.

6. No client enrolled in any of the Sober Living programs that meet at the Sober Living Facility will be allowed to operate a motor vehicle.

7. All large meetings, in excess of 20 persons, will be held at some other location (any other locations used in the City shall be approved for large assembly use).

8. The hours of operation for conducting meetings and picking up prescriptions at the Sober Living Facility will be from 6:30 a.m. to 8:30 p.m. Clients picking up or consuming prescription medicine at the Sober Living Facility will be required to leave the Sober Living Facility within 10 minutes after they have picked up or consumed their medication.

9. Any nurse at the Sober Living Facility shall only be on site Monday through Friday from 7:00 am to 5:00 pm and on Saturday from 8:00 am to noon. There shall be no nurse at the Sober Living Facility on Sundays.

10. Two staff employees shall be allowed to remain at the Sober Living Facility until 11:00 pm, 7 days a week to receive calls.

11. Except as provided herein, clients will not be allowed to assemble at the Sober Living Facility for the purpose of being transported to any other location.

12. Sober Living will provide and maintain 13 off-site parking spaces at the lot directly across the street from the Sober Living Facility and will park vehicles associated with the Sober Living Facility at the lot rather than on City streets or public parking lots. For instance, Sober Living currently uses six vans. These vans would be parked on the lot rather than on City streets in the surrounding neighborhood or the City parking lot.

13. Sober Living will direct clients and ensure that clients riding bikes to the Sober Living Facility access the facility by a route approved by the Planning Director in writing.

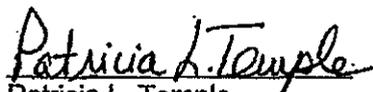
14. Sober living will provide trash and cigarette disposal containers and inform their clients that they are not to dispose of litter on City streets or adjoining properties.

In summary, if Sober Living operated in conformance with the foregoing conditions, it would be my determination that Sober Living would not be defined as "social club". However, please be advised that it is my opinion that any deviation from the foregoing conditions or any additional assembly at the Sober Living Facility would change the category of use.

Please contact me at your earliest convenience so we can discuss a timeline for Sober Living to implement the foregoing changes. Simply put, I cannot make a determination that Sober Living is operating in conformance with the Municipal Code until the above-referenced changes have been made. Further, as a condition to making my determination that a use permit is no longer required, Sober Living will need to withdraw its appeal without prejudice.

I appreciate your continuing assistance in this matter.

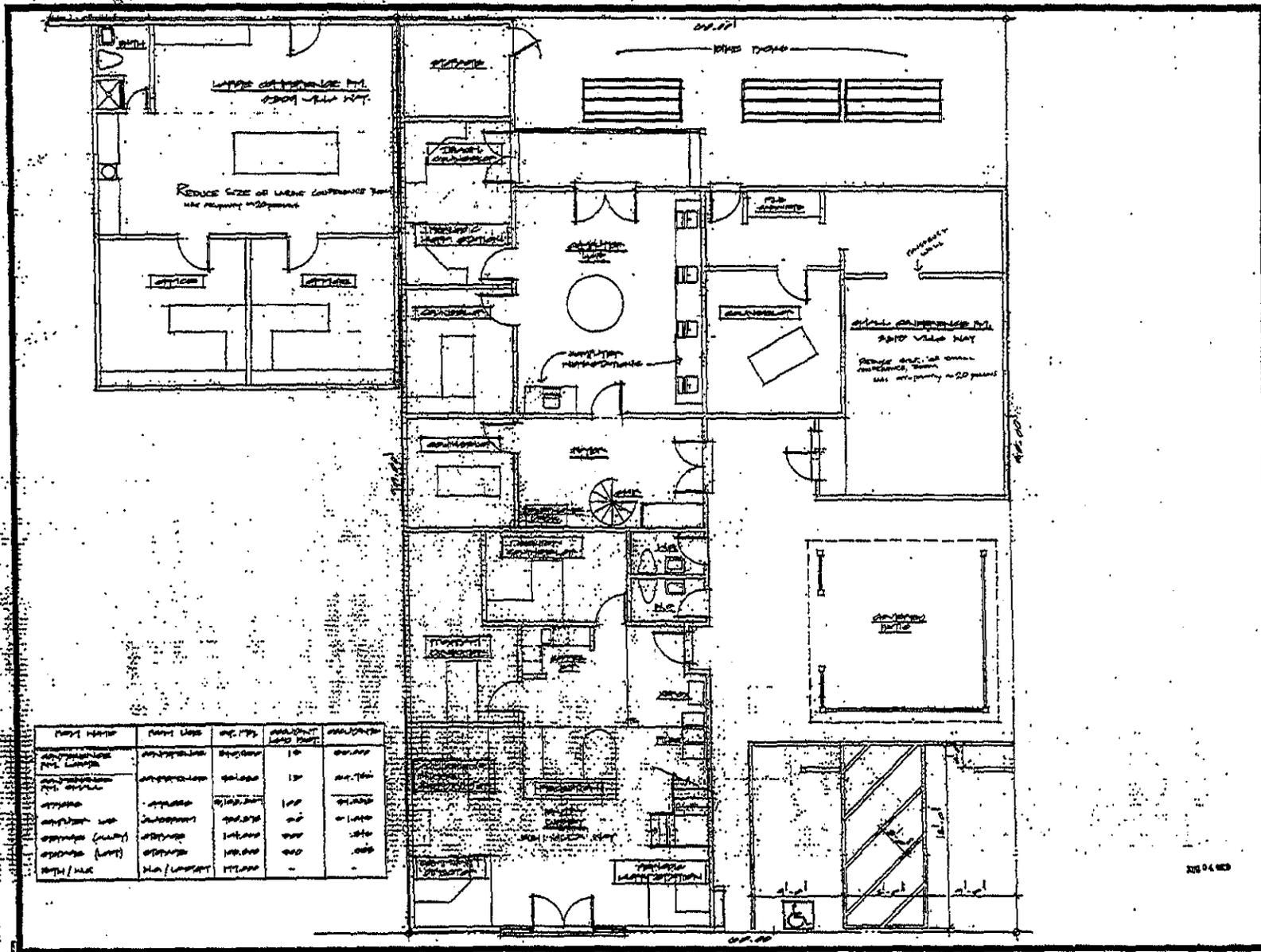
Very truly yours,



Patricia L. Temple,
Planning Director for the
City of Newport Beach

cc: Aaron C. Harp, Assistant City Attorney
Dennis O'Neil, Esq.

Enclosure: Modified Plans



ROOM NAME	ROOM TYPE	NO. OF	AREA (SQ. FT.)	PERCENTAGE
APARTMENT RM 2300	APARTMENT	10	2300	23.00%
APARTMENT RM 2310	APARTMENT	10	2310	23.10%
APARTMENT RM 2320	APARTMENT	10	2320	23.20%
APARTMENT RM 2330	APARTMENT	10	2330	23.30%
APARTMENT RM 2340	APARTMENT	10	2340	23.40%
APARTMENT RM 2350	APARTMENT	10	2350	23.50%
APARTMENT RM 2360	APARTMENT	10	2360	23.60%
APARTMENT RM 2370	APARTMENT	10	2370	23.70%
APARTMENT RM 2380	APARTMENT	10	2380	23.80%
APARTMENT RM 2390	APARTMENT	10	2390	23.90%

REVISION	BY

DOBIE DESIGN GROUP
 RESIDENTIAL DESIGN & PLANNING
 425 21st STREET
 NEWPORT BEACH CALIF. 92663
 549 / 673-8500

SOBER LIVING BY THE SEA
 209 / 211 / 213 VILLA WAY
 NEWPORT BEACH, CA.

FIRST FLOOR PLAN
 DATE: 04.11.10
 SCALE: 1/8" = 1'-0"

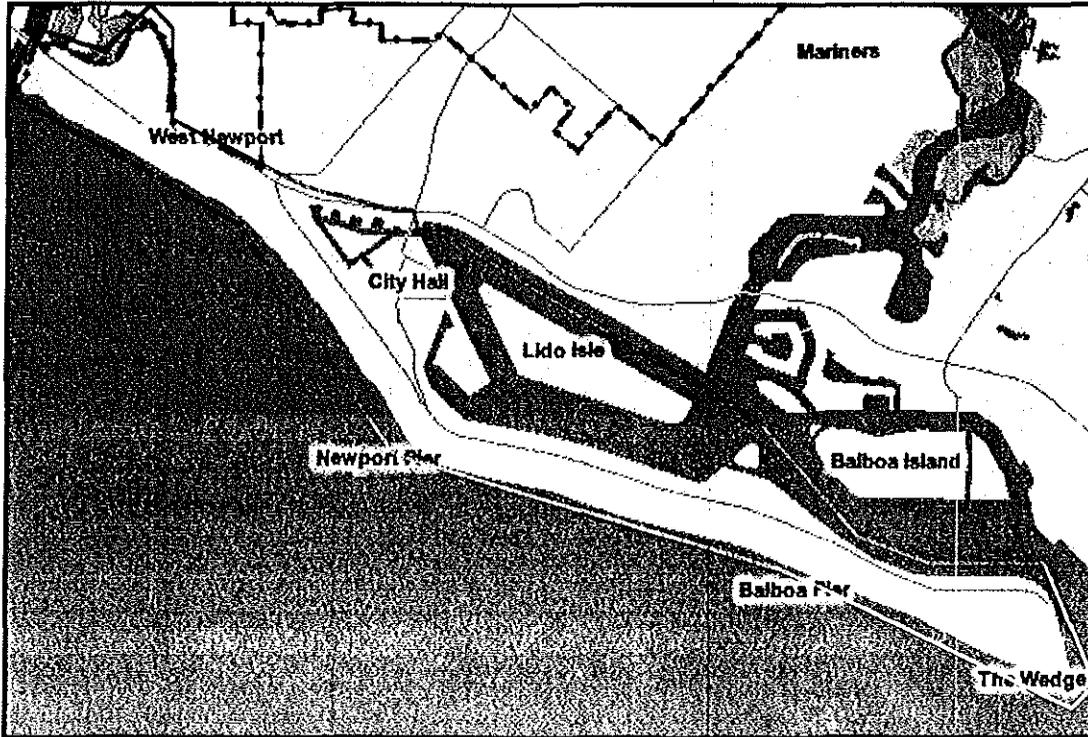
DATE: 04.11.10

1

Exhibit D
Depiction and Description of "Peninsula Zone"

Depiction of Peninsula Zone:

The lands within the yellow boundary as shown below.



Description of Peninsula Zone:

Starting at the mouth of the Santa Ana River:

- The land area southerly of the Newport and Seminouk Sloughs known as Newport Shores, and
- The land coastward of Pacific Coast Highway to Newport Boulevard known as Balboa Coves, West Newport Beach, Lido Sands, and Newport Island; and
- The land southerly of a line extending along the Federal Navigational Channel between Newport Boulevard and the Newport Harbor Jetty, known as the Balboa Peninsula, Lido Peninsula, Lido Isle, Bay Island, and Cannery Village; and
- Southward on Newport Boulevard about 50 feet to Lower Newport Bay; and
- All lands southerly of Lower Newport Bay between Newport Boulevard down the Federal Navigational Channel within the Lower Bay, inclusive of Lido Isle and Bay Island and inclusive of the Balboa Peninsula.

Exhibit E

Specific Large DSS-Licensed Day Care Facilities – Peninsula Zone

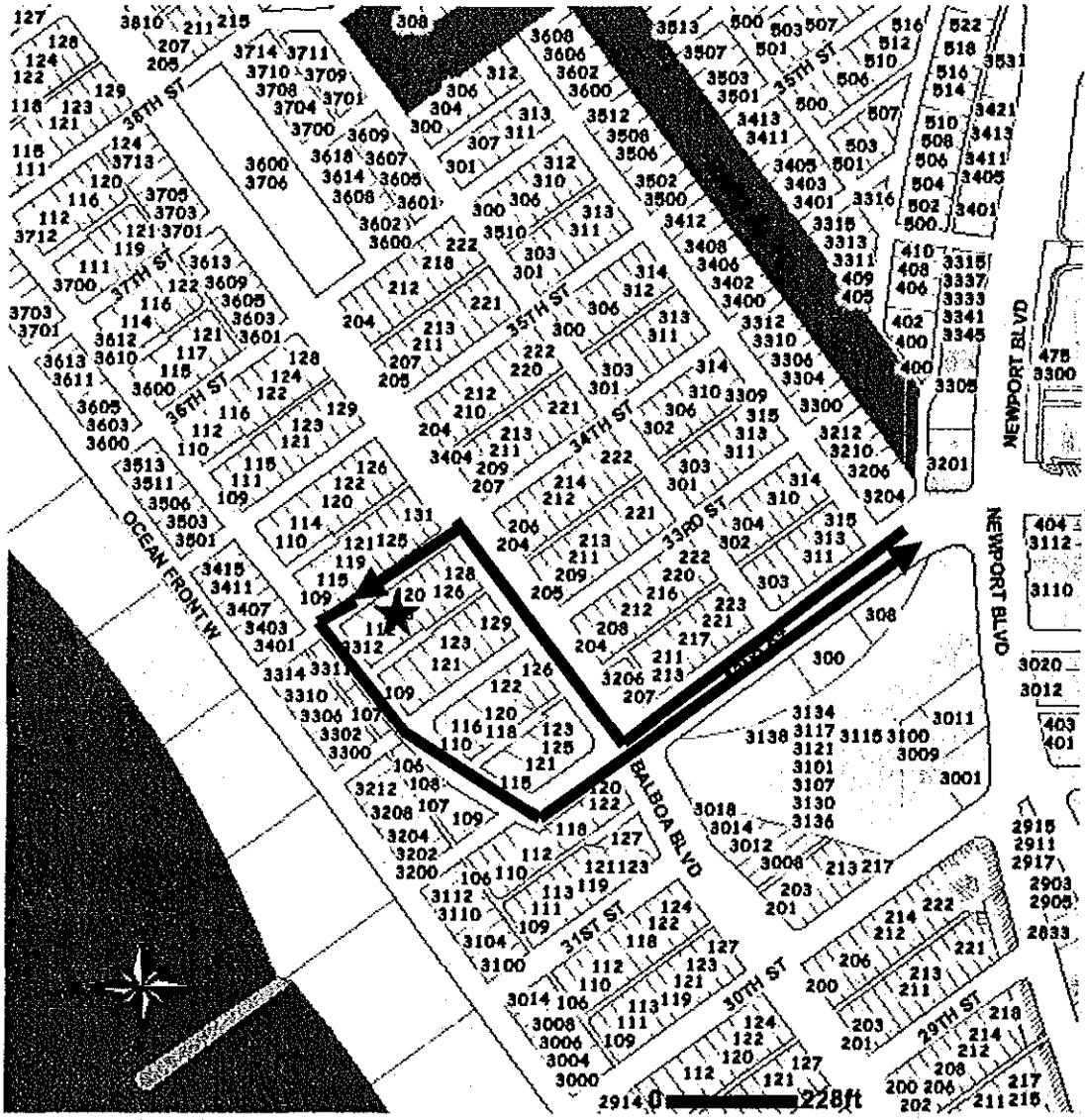
Facility No: 300600193 Capacity: 0044
CHRIST CHURCH BY THE SEA CHILDREN'S CENTER
1400 WEST BALBOA BOULEVARD
NEWPORT BEACH, CA

Exhibit F
Route Plans

In the attached Route Plans, the red arrow designates arrival route, the blue arrow designates departure route. The star designates the facility location.

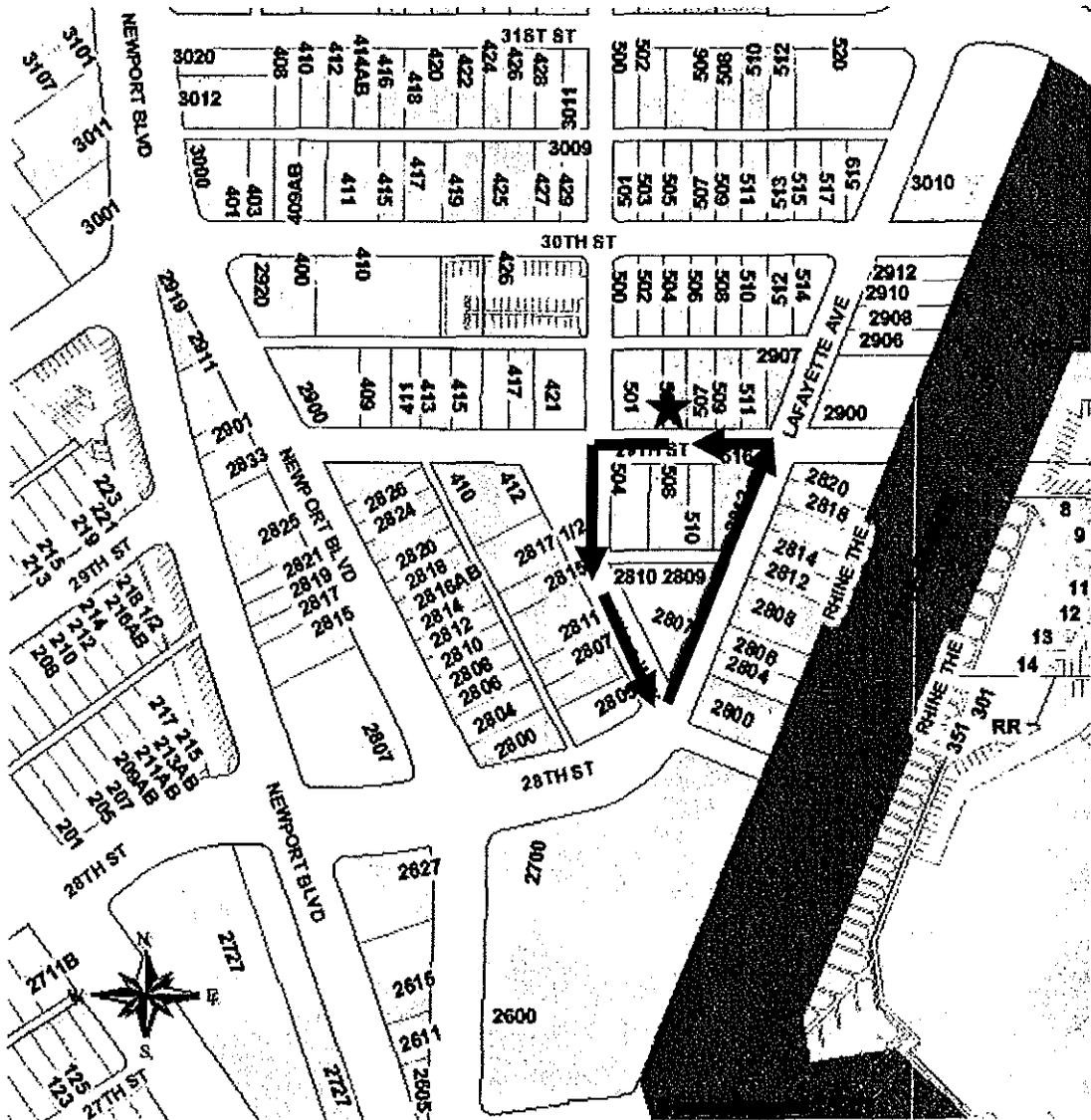


116 34th Street, A & B



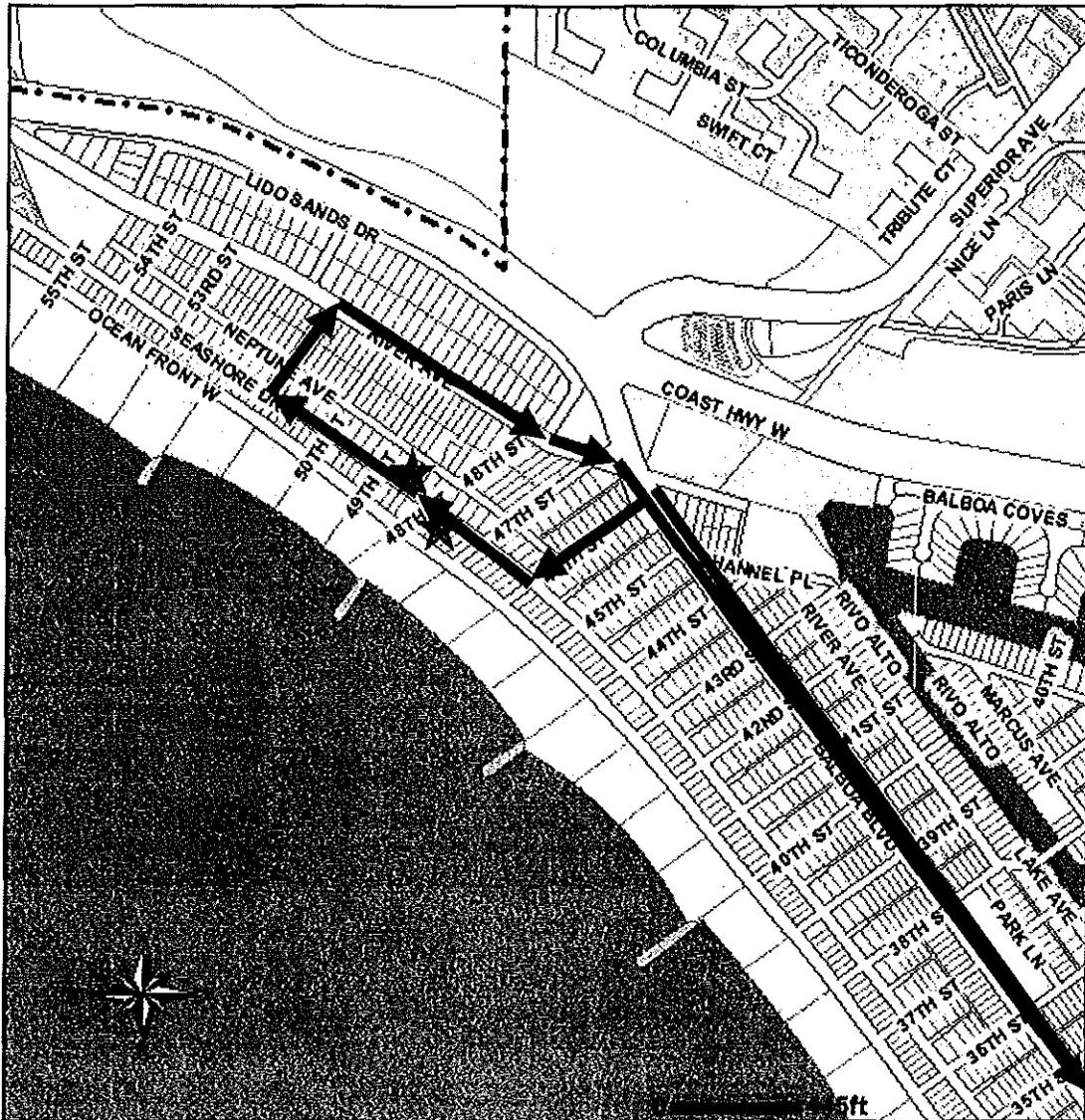
The primary route of travel between Sober Living by the Sea’s administrative offices in Cannery Village (2811 Villa Way) and these residential dwelling units is 32nd Street, Balboa Boulevard, 34th Street, and Seashore Drive.

505 29th Street



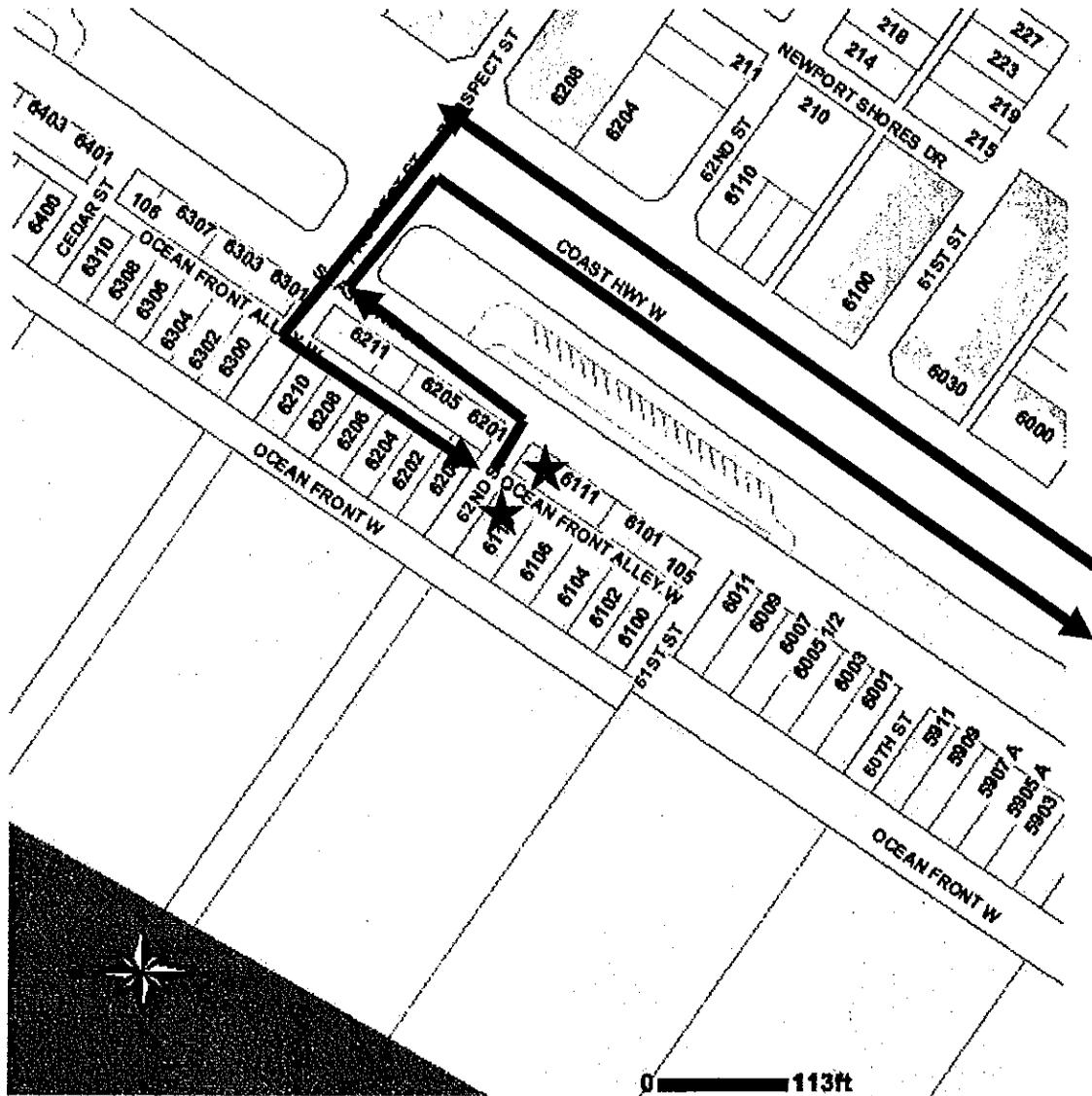
The primary route of travel between Sober Living by the Sea's administrative offices in Cannery Village (2811 Villa Way) and these residential dwelling units is Lafayette, 29th Street, and Villa Way.

4816 Seashore
4711 Seashore



The primary route of travel between Sober Living by the Sea's administrative offices in Cannery Village (2811 Villa Way) and these residential dwelling units is along Balboa Boulevard, 46th Street, Seashore, 51st Street, and River Avenue.

6111 Seashore
6110 West Ocean Front



The primary route of travel between Sober Living by the Sea's administrative offices in Cannery Village (2811 Villa Way) and these residential dwelling units is along Newport Boulevard, Coast Highway, Prospect, Ocean Front Alley W, 62nd Street, and Seashore.

**Exhibit G
Compliance Report Template**

_____ (Date Report Submitted)

This form covers the period of _____ (month, day) through _____ (month, day), 20____.

During the above period, Sober Living by the Sea managed or controlled the following facilities in Newport Beach:

SLBTS FACILITIES				
Property Address	Peninsula Zone? (Y or N)	Bed Count		ADP License? (Y or N)
		Peninsula	Off Peninsula	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
		<i>Total Bed Count</i> _____		

Attachment No. CC 5
SLBTS Compliance Review Reports

SLBTS FACILITIES

Date: 12/14/09

Location	Peninsula Zone	Bed Count		ADP License
		Peninsula	Off Peninsula	
1. 6111 Seashore Dr.	Y	6		Y
2. 6110 W. Oceanfront	Y	6		Y
3. 4711 Seashore Dr.	Y	6		Y
4. 4816 Seashore Dr. (Up)	Y	6		Y
4816 Seashore Dr. (Dn)	Y	4		Y
5. 5101 River Ave., Unit A	Y	4		Y
5101 River Ave., Unit B	Y	6		Y
6. 5004 Neptune Ave. (Dn)	Y	6		
5004 1/2 Neptune Ave.(Up)	Y	6		
7. 122 45th St., Unit A	Y	4		Y
122 45th St., Unit B	Y	6		Y
8. 4500 Seashore Dr., Unit A	Y	4		Y
4504 Seashore Dr., Unit B	Y	6		"
9. 118 45th St., Unit A	Y	4		
118 45th St., Unit B	Y	2		
10. 3960 Seashore Dr., Unit A	Y	4		Y
3980 Seashore Dr., Unit B	Y	6		Y
11. 112 40th St., Unit A	Y	2		
112 40th St., Unit B	Y	6		
12. 4800 Seashore Dr., Unit A	Y	4		Y
4800 Seashore Dr., Unit B	Y	6		"
13. 505 29th St.	Y	6		Y
14. 100 Via Antibes, Unit A	Y	4		Y
102 Via Antibes, Unit B	Y	4		Y
208 Via Lido Soud, Unit D	Y	4		Y
	Total:	122		17

Exhibit G
Compliance Report Template

Date Submitted: June 28, 2010

This form covers the period of October 2009 through June 30, 2010

During the above period, Sober Living by the Sea managed or controlled the following facilities in Newport Beach:

SLBTS FACILITIES				
Property Address	Peninsula Zone (Y or N)	Treatment Bed Count		ADP License (Y or N)
		Peninsula	Off Peninsula	
100 Via Antibes	Y	4		Y
102 Via Antibes	Y	4		Y
208 Via Lida Soud	Y	4		Y
505 29 th Street	Y	6		Y
3960 Seashore	Y	4		Y
3980 Seashore	Y	6		Y
112 40 th St Unit A	Y	0 (2 staff only)		N
112 40 th St Unit B	Y	6		N
4500 / 4504 Seashore	Y	10		Y
4711 Seashore	Y	6		Y
4800 Seashore, units A & B	Y	10		Y
4816 Seashore, unit A	Y	4		Y
4816 Seashore, unit B	Y	6		Y
5004 Neptune, unit A	Y	6		N
5004 Neptune, unit B	Y	6		N
5101 River, unit B	Y	6		Y
6110 West Ocean Front	Y	6		Y
6111 Seashore	Y	6		Y

Total Bed Count: 100

Effective April 30, 2010, Sober Living by the Sea no longer operates:

- 122 45th Street, unit A
- 122 45th Street, unit B
- 5101 River Avenue, unit A

Brown, Janet

From: Kathy Sylvia, Newport Beach, CA [ksylvia@crchealth.com]
Sent: Tuesday, June 29, 2010 12:53 PM
To: Brown, Janet
Subject: Exhibit G (2)
Attachments: Exhibit G (2).doc

Janet,

Attached is Exhibit G which outlines Sober Living By The Sea's bed compliance report. Please contact me if you have any questions. I appreciate your help. Please acknowledge the receipt of this document.

Kathy

Kathleen Sylvia
Executive Director SLBTS
949.258.0063
kathys@crchealth.com

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. This communication may contain material protected by HIPAA legislation (45 CFR, Parts 160 & 164). If you are not the intended recipient or the person responsible for delivering this email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please notify the sender by replying to this email and then delete the email from your computer.



Sober Living by the Sea

July 8, 2010

City of Newport Beach
Janet Brown, Associate Planner
3300 Newport Blvd.
Newport Beach, CA 92663

RE: Notice of Program Relocation

Dear Ms. Brown:

This letter shall serve as formal notification of our intent to vacate the following properties as of July 31, 2010:

100 Via Antibes
102 Via Antibes
208 Via Lido

Newport Beach, CA 92663

As of August 1, 2010, we will be occupying the following address:

4138 Patrice
Newport Beach, CA 92663

While we currently hold an ADP license for twelve beds at the current location, it is our intent to move forward with licensing for six beds at the new location. As you are aware, we are not required to have a license for this facility, however, we are moving forward to transfer the license. Upon receipt of the license we will provide you a copy of the same, as well as the Fire Marshall's report.

Please contact me with any questions or comments.

Thank you for your attention to this matter.

Sincerely,



Kathleen Sylvia, R.N., MBA, Executive Director
Sober Living By The Sea Treatment Centers
A Division of CRC Health Group, Inc.

Brown, Janet

From: Kathy Sylvia, Newport Beach, CA [ksylvia@crchealth.com]
Sent: Monday, October 04, 2010 3:45 PM
To: Brown, Janet; Cosylion, Matt
Subject: 4711 1/2 Seashore

Janet and Matt,

This is to inform you that 4711 ½ Seashore, which has been part of the SLBTS rental system for many years, began its use for clients sleeping on Sept 1st of 2010. It is a two bedroom apartment (attached to 4711 Seashore); it does not have an ADP license; has three beds in the two bedroom apt. Many thanks. Kathy

Kathleen Sylvia

Executive Director

Sober Living by the Sea Treatment Centers

A Division of CRC Health Group, Inc.

O: (949) 258-0063

www.soberliving.com

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Attachment No. CC 6
Code Enforcement Inspection Reports



CODE AND WATER QUALITY ENFORCEMENT DIVISION

MEMORANDUM

April 29, 2010

TO: Office of the City Attorney

FROM: Matt Cosyion, Senior Code Enforcement Officer

SUBJECT: Sober Living by the Sea Facilities – Zoning Agreement
Compliance Inspection & Parolee Check

Please review the below report for compliance with the Sober Living by the Sea Zoning Agreement.

Compliance Inspection

On April 27, 2010, Code and Water Quality Enforcement Manager John Kappeler and I inspected the following Sober Living by the Sea (SLBTS) facilities: 6111 Seashore Dr., 4816 Seashore Dr., 112 40th St., and 100-102 Via Antibes and 208 Via Lido Soud. The purpose of the inspection was to verify the accuracy of the Compliance Review Report (dated Dec. 14, 2009), specifically, the location of SLBTS facilities and their respective bed counts.

As required by Condition No. 14 of the Zoning Agreement, SLBTS was notified, via email and telephone, 24 hours in advance of the time and locations of the inspections. The point of contact from SLBTS was Jennifer Twist. Twist and Danielle Farnsworth were present at each of the inspections.

6111 Seashore Dr

The first facility inspected was located at 6111 Seashore Dr. The point of contact from SLBTS for this facility was the Program Director, Sandy Taylor. The following is a breakdown of the bedrooms along with the bed count:

Downstairs

Bedroom 1 - 2 beds
Office- No bed

Upstairs

Bedroom 1 - 1 bed
Bedroom 2 - 1 bed
Bedroom 3 - 2 beds

This facility has 24 hour staffing but there are no resident staff members or staff beds. There are 6 clients residing at the facility. It should be noted that the garage was clear and accessible for vehicle parking. Trash cans were stored inside of the garage.

4816 Seashore Dr

The next facility inspected was located at 4816 Seashore Dr. The house manager, Rebecca Hayward, was present for the inspection. The following is a breakdown of the bedrooms along with the bed count:

Unit A (downstairs)

Bedroom 1- 1 bed (Hayward's Room)
Bedroom 2 - 2 beds

Unit B (Upstairs)

Bedroom 1 - 2 beds
Bedroom 2 - 2 beds
Bedroom 3 - 2 Beds
Bedroom 4 - 2 beds

Per the Compliance Review Report submitted by SLBTS, Unit B should have 6 beds. One of the additional beds was intended to be utilized by a staff member. We directed Ms. Farnsworth to remove the two additional beds in Unit B. It should be noted that after inspecting the facility at 100-102 Via Antibes, we drove by 4816 Seashore Dr. and observed SLBTS maintenance employees removing the beds

There are 2 clients residing at this facility. There is 1 client in Unit A and 1 client in Unit B. The house manager, Hayward, sleeps in Unit A.

The carport was clear and accessible for parking.

112 40th St

From 4816 Seashore Dr., we proceeded to inspect 112 40th St. Unit A (downstairs) is utilized by staff only. Since there were no client beds in Unit A, we did not inspect. The house manager for Unit B, Rob Bolton, was present for the inspection. The following is the breakdown of the bedrooms along with the bed count.

Unit A (downstairs)

Staff quarters only, did not inspect

Unit B (Upstairs)

Bedroom 1 - 2 beds
Bedroom 2 - 1 bed (Bolton's Room)
Bedroom 3 - 1 bed
Bedroom 4 - 2 beds

There are no clients currently residing at 112 40th St. In bedroom 4, there was a broken-down bed. Mr. Bolton, the house manager, had moved in the night before and brought his own bed. Farnsworth stated that the bed would be removed. The garage was clear and accessible for parking.

100-102 Via Antibes, 208 Via Lido Soud

The last facility inspected was 100-102 Via Antibes and 208 Via Lido Soud. The house manager, who lives in a studio bedroom in 102 Via Antibes, was not present for the inspection. The following is a breakdown of the rooms along with the bed count:

100 Via Antibes

Bedroom 1 - 1 bed and a computer station
Bedroom 2 - 2 beds and a mattress set from Bedroom 1

It should be noted that the mattress set was stacked against the bedroom wall. The mattresses were not on a bed frame and did not have sheets or blankets on them.

102 Via Antibes (Upstairs)

Bedroom 1 - 1 bed
Bedroom 2 - 2 beds
Bedroom 3 - Staff bedroom. This bedroom was separated from the rest of the unit by a door with a deadbolt. Clients do not have a key to unlock this door. There is a kitchenette in the studio and an exterior stairway that provides access to the studio.

It appeared that the staff bedroom was being utilized as a separate dwelling unit. This property was originally constructed with three dwelling units. The addition of a fourth dwelling unit would require permits from the City. A code enforcement case file has been opened and code enforcement staff will conduct an investigation into the matter to determine if there is a violation. (See I2010-0493)

208 Via Lido

Bedroom 1 - 2 beds
Bedroom 2 - 2 beds

There are 3 clients residing at 208 Via Lido Soud, none at 100 Via Antibes, and 2 clients at 102 Via Antibes.

There are three covered off-street parking spaces (garages) and 3 uncovered off-street parking spaces. The property owner uses one of the garage spaces to store personal items, and the other 2 garage spaces are utilized by SLBTS. All three garage spaces

were not accessible for parking. The three uncovered parking spaces were clear for parking.

A code enforcement case file has been opened and code enforcement staff will advise the property owner that all three garage parking spaces must be clear and accessible for parking at all times. (I2010-0493)

Notes

Overall, the facilities we inspected were clean and free of trash and rubbish around the property. Refuse containers were stored in the garages or out of public view. I did not observe cigarette butts discarded in the street, alley, sidewalks or gutters near the facilities.

During the inspection, J. Kappeler asked Ms. Farnsworth about the SLBTS procedure for disposing of urine samples obtained from clients. Ms. Farnsworth stated that urine samples are emptied into a toilet and the containers are discarded in the trash. She stated that this method had been approved by the City.

It should be noted that the facility located at 118 45th St. closed at the beginning of the year (2010). The facility at 122 45th St. is scheduled to close at the end of May. It was agreed that SLBTS would submit an updated facility list to the City along with an updated bed count and client count and copies of the appropriate fire clearance reports.

Parolee Check

As required by the Zoning Agreement (Exhibit B, Section B[1]), no parolees shall reside at any SLBTS facilities. On April 29, 2010, the Newport Beach Police Department verified that no parolees were residing at any of the addresses listed in the attachment – SLBTS Facilities, dated 12-14-09.



CODE AND WATER QUALITY ENFORCEMENT DIVISION

MEMORANDUM

July 29, 2010

TO: Office of the City Attorney

FROM: John Kappeler, Code & WQ Enforcement Division Manager

SUBJECT: Sober Living by the Sea Facilities – Zoning Agreement
Compliance Inspection & Parolee Check

Please review the below report for compliance with the Sober Living by the Sea Zoning Agreement.

Compliance Inspection

On July 28, 2010, Code and Water Quality Enforcement Senior Officer, Matt Cosylion, and I inspected the following Sober Living by the Sea (SLBTS) facilities: 505 29th St., 5004 Neptune Ave. Unit A/B, 5101 River Ave. Unit B and 4500/4504 Seashore Dr. The purpose of the inspection was to verify the accuracy of the Compliance Review Report, specifically, the location of SLBTS facilities and their respective bed counts

As required by Condition No. 14 of the Zoning Agreement, SLBTS was notified, via email and telephone, 24 hours in advance of the time and locations of the inspections. The point of contact from SLBTS was Danielle Farnsworth. Farnsworth and Eric Vandennoort were present at each of the inspections.

505 29th St.

The first facility we inspected was 505 29th St. The property is a female only licensed sober living facility. The onsite manager, Kristen, a nurse and another SLBTS employee were present during the inspection. The following is a breakdown of the bedrooms along with the bed count:

Downstairs

Bedroom 1 - 3 beds
Bedroom 2 – 1 bed (staff only)

Upstairs

Bedroom 1 - 3 beds

The upstairs portion of the house also included a meditation room (with a small day bed – that isn't used for sleeping purposes) and a massage room complete with a massage table.

The property is staffed 24/7, the overall condition clean, the property has working smoke detectors, the garage accessible for parking and no refuse issues. Three of the six beds are currently occupied with clients.

5004 Neptune Ave. Unit A/B

The next facility inspected was 5004 Neptune Ave. The property is a male only unlicensed sober living home. The following is a breakdown of the bedrooms along with the bed count:

Unit A (Downstairs)

Bedroom 1- 2 beds
Bedroom 2 - 2 beds
Bedroom 3 – 2 beds

Unit B (Upstairs)

Bedroom 1 - 1 bed (staff only, Bob Sears)
Bedroom 2 - 2 beds
Bedroom 3 - 2 Beds
Bedroom 4 - 2 beds

The property is staffed 24/7 (house manager - Bob Sears), the overall condition clean, the property has working smoke detectors and no refuse issues. Unit A currently has one bed occupied with a client, and Unit B has 3 beds occupied with clients + the onsite manager.

5101 River Ave. Unit B

From 5004 Neptune Ave., we proceeded to inspect 5101 River Ave. Unit B. The following is the breakdown of the bedrooms along with the bed count:

Unit B (Upstairs)

Bedroom 1 - 1 bed (staff only)
Bedroom 2 - 2 beds
Bedroom 3 - 2 beds
Bedroom 4 - 2 beds

The property is staffed 24/7, the overall condition clean, the property has working smoke detectors and no refuse issues. Currently no clients reside at the property – only the house manager is living there at this time.

4500/4504 Seashore Dr.

The last facility we inspected was 4500/4504 Seashore Dr. This is a female only facility with two house managers living in the upstairs unit (4504). The following is a breakdown of the bedrooms along with the bed count:

4500 Seashore Dr. (Downstairs)

Bedroom 1 - 2 beds

Bedroom 2 - 2 beds

4504 Seashore Dr. (Upstairs)

Bedroom 1 - 2 beds

Bedroom 2 - 2 beds

Bedroom 3 – 2 beds (staff only)

The property is staffed 24/7, the overall condition clean, the property has working smoke detectors and no refuse issues. Currently four beds at 4500 are occupied with clients and 2 beds at 4504 + the two house managers.

Notes

Overall, the facilities we inspected were clean and free of trash and rubbish around the property. Refuse containers were stored in the garages or out of public view. We did not observe cigarette butts discarded in the street, alley, sidewalks or gutters near the facilities.

Three SLBTS facilities (4500 Seashore Dr., 4800 Seashore Dr. and 505 29th St.) are currently approved to house clients on probation (as approved by OC Probation). SLBTS is planning to remove the probation approval from the 4500 Seashore Dr. property. SLBTS will be giving up the 4816 Seashore Dr. facility when the lease expires (later this calendar year), and they're planning to retain the 4800 Seashore Dr. facility.

Parolee Check

As required by the Zoning Agreement (Exhibit B, Section B[1]), no parolees shall reside at any SLBTS facilities. On July 29, 2010, the Newport Beach Police Department verified that no parolees were residing at any of the addresses listed in the attachment – Exhibit G, Compliance Report Template, dated: June 28, 2010.

Attachments:

Exhibit G, Compliance Report Template, dated: June 28, 2010

NBPD Parolee Check Email, dated: July 29, 2010



CODE AND WATER QUALITY ENFORCEMENT DIVISION

MEMORANDUM

September 30, 2010

TO: File

FROM: Matt Cosylion, Senior Code & WQ Enforcement Officer

SUBJECT: Sober Living by the Sea Facilities – Zoning Agreement
Compliance Inspection & Parolee Check

Compliance Inspection

On September 29, 2010, Code Enforcement Officer (CEO), Brian Contino, and I inspected the following Sober Living by the Sea (SLBTS) facilities: 4711 and 4711 ½ Seashore Dr., 6110 W. Ocean Front, and 4138 Patrice. The purpose of these inspections was to verify the accuracy of the Compliance Review Report (dated June 28, 2010), specifically, the locations of SLBTS facilities and their respective bed counts and to verify compliance with the operational regulations outlined in Exhibit B of the Zoning Agreement.

As required by Condition No. 14 of the Zoning Agreement, SLBTS was notified, via email and telephone, on Monday, September 27 of the time and locations of the inspections. Chris Swanberg, an employee of SLBTS, drove us to each of the locations.

4711 and 4711 ½ Seashore Dr.

The first facility inspected was The Landing, located at 4711 Seashore Dr. The Landing is a male only licensed facility. It should be noted that 4711 Seashore Dr. (front unit) is a licensed facility while 4711 ½ (back unit) is unlicensed. The point of contact from SLBTS for this facility was the Program and Clinical Director, Stephen Odom.

This facility has 24 hour staffing, but there are no resident staff members or staff beds. There are 6 clients residing at 4711 Seashore Dr. and 3 clients at 4711 ½ Seashore Dr.

Bed Count:

4711 Seashore Dr.

Downstairs

Staff Office

Upstairs

Bedroom 1 - 2 beds

Bedroom 2 - 2 beds

Bedroom 3 - 2 beds

4711 ½ Seashore Dr.

Bedroom 1-1 bed

Bedroom 2- 2 beds

Office -No beds

It should be noted that 4711 ½ Seashore Dr. is not listed on the Compliance Review Report, dated June 28, 2010. On October 4, 2010, I contacted SLBTS regarding the matter. According to Kathy Sylvia of SLBTS, 4711 ½ Seashore Dr. was not occupied by clients when the Compliance Review Report was submitted to the City. On September 1, 2010, SLBTS began utilizing 4711 ½ Seashore Dr for client use (living and sleeping area). An email from SLBTS regarding this matter is attached to this report.

Medical Waste:

SLBTS uses a urine analysis (UA) device that has a lid which is difficult to remove. The UA devices, containing urine, are disposed of in the trash. Occasionally, The Landing will have a diabetic client who needs insulin shots. The needles are disposed of in a "Sharps" container (biohazard) which is taken to the SLBTS facility at 2811 Villa Way for proper disposal.

Secondhand smoke/Cigarettes:

Upon arriving at the facility, two clients were observed smoking in the side yard adjacent to 47th Street. During the inspection, other clients were observed smoking in the side yard and placing their cigarette butts in a nearby cigarette receptacle, which extinguishes the cigarette butts and contains the odor.

CEO Contino and I crossed the street and stood on the sidewalk adjacent to 4801 Seashore Dr. From this location, we could not smell the cigarette smoke. Next, we monitored the cigarette odor from Seashore Dr. Standing in the middle of the street, there was a faint odor of cigarette smoke.

CEO Contino and I then checked the front yard patio and planters for cigarette butts. There were a few cigarette butts in the bushes and in the planter box. Clients are required to sweep the exterior of the property on a daily basis and are only permitted to smoke in the side yard adjacent to 47th St. According to SLBTS staff, beachgoers have been observed disposing of cigarette butts in the planter box and on the street.

Off-Street Parking:

There are three garage parking spaces for this property and one carport space. All off-street parking spaces were accessible for parking. Bikes and trash cans were stored in one of the garage parking spaces. However, the trash cans and bikes are easily moved and do not constitute a violation of Newport Beach Municipal Code Section 20.66.040.

Trash/Trash Cans:

Prior to leaving, CEO Contino and I walked the exterior of the property. It should be noted that the property was clean and well-maintained. As previously noted, the trash cans were stored in the garage as allowed per code.

6110 W. Ocean Front

The next facility inspected was The Rose II, located at 6110 W. Ocean Front. The Rose II is a licensed female only facility. The point of contact from SLBTS for this facility was the Program Director, Sandy Taylor.

The facility has 24 hour staffing, but there are no resident staff members or staff beds. There are 6 clients residing at this facility.

Bed Counts:

Downstairs

Bedroom 1 - 2 beds

Upstairs

Bedroom 1 - 2 beds

Bedroom 2 - 2 beds

Office – No beds

Medical Waste:

The Rose II utilizes the same UA device as The Landing. After completion of the UA test, the urine is poured into a toilet and the UA device is disposed of in the trash.

Secondhand smoke/Cigarettes:

Clients are only permitted to smoke in the front yard. In the front yard, a cigarette butt receptacle similar to the one at the Landing was observed. No cigarette butts were observed in the street or around the property.

Off-Street Parking:

There are two off-street, covered (garage) parking spaces for this property. Both spaces were accessible for parking.

Trash/Trash Cans:

Prior to leaving, CEO Contino and I walked the exterior of the property. The property appeared clean and well-maintained. Trash cans were stored in the side yard behind a closed gate as allowed per code.

4138 Patrice

The last facility inspected was located at 4138 Patrice. This location is a female only sober living home. The point of contact from SLBTS was the case manager for the facility, Susie Bailey. SLBTS does not have a license from ADP for this location but is working to obtain one.

This facility has 24 hour staffing and has a resident staff member. The resident staff member, Gracie, is a registered nurse and is referred to as the "House Mom." There are 2 clients residing at this facility. This facility is replacing the 100-102 Via Antibes facility.

Bed Counts:

Downstairs

Bedroom 1- Staff

Upstairs

Bedroom 1 - 2 beds

Bedroom 2 - 2 beds

Bedroom 3 - 2 beds

Office - No Beds

Medical Waste:

The UA device utilized at this facility is the same one used at The Landing and The Rose II. After completion of the UA test, UA devices, containing urine, are disposed of in the trash. The UA devices are not placed in a bag prior to being disposed of in the trash.

Secondhand smoke/Cigarettes:

Clients are only permitted to smoke in the front yard. A cigarette receptacle device similar to those at The Landing and Rose II was observed as well as ashtrays. There were no discarded cigarette butts in/or around the property.

Off-Street Parking:

There are two off-street, covered (garage) parking spaces for this property. Both spaces were accessible for parking.

Trash/Trash Cans:

Prior to leaving, CEO Contino and I walked the exterior of the property. The property appeared clean and well-maintained. Trash cans were stored in the garage as allowed per code.

Parolee Check

As required by the Zoning Agreement (Exhibit B, Section B [1]), no parolees shall reside at any SLBTS facilities. On September 29, 2010, a request was submitted to the Newport Beach Police Department (NBPD) for verification that no parolees were residing at any of the addresses listed in the attachment – Exhibit G, Compliance Report Template, dated: June 28, 2010. On October 1, 2010, the NBPD verified that no parolees were residing at any of the addresses listed in the attachment – Exhibit G, Compliance Report Template, dated: June 28, 2010.

Notes

Overall, the facilities inspected were clean, and free of trash and rubbish around the property. Refuse containers were stored in the garages or out of public view. With the exception of 4711 Seashore Dr., cigarette butts were not observed in the street, alley, sidewalks or gutters near the facilities.

I obtained the house rules for each of the facilities. All of the house rules designated specific locations for smoking.

On September 30, 2010, staff met with Kathy Sylvia from SLBTS to discuss the results of the inspection. Staff recommended that a limit be placed on the number of clients who can utilize the designated smoking area at 4711 Seashore Dr. at any given time. This may help to prevent second hand smoke from affecting residents within the vicinity of the facility.

Staff discussed the current procedure for disposing of UA devices at 4711 Seashore Dr and 4138 Patrice. Ms. Sylvia stated that it was not the policy of SLBTS to dispose of UA devices into the trash when they contain urine. A copy of the SLBTS policy on the disposal procedure for UA devices has been submitted to the Office of the City Attorney for review.

Attachments:

Exhibit G, Compliance Report Template, dated: June 28, 2010

Email from Kathy Sylvia, Executive Director, SLBTS, dated: October 4, 2010



CODE AND WATER QUALITY ENFORCEMENT DIVISION

MEMORANDUM

September 30, 2010

TO: File

FROM: Matt Cosyion, Senior Code & WQ Enforcement Officer

SUBJECT: Sober Living by the Sea Facilities

Today, the exteriors of the following Sober Living by the Sea (SLBTS) facilities were inspected: 4711 Seashore Dr., 6110 W. Ocean Front, 505 29th St., 5004 Neptune, 5101 River Ave (Unit B), 3960-3980 Seashore Dr., 4500-4504 Seashore Dr., 4800 Seashore Dr., 4816 Seashore Dr., and 6111 Seashore Dr. The purpose of these inspections was to verify that all the above SLBTS facilities are in compliance with the Operational Regulations (Section B, Exhibit B of the SLBTS Zoning Agreement) as they pertain to trash, second hand smoke, and the proper disposal of cigarette butts.

Second Hand Smoke/Cigarette Butts:

At all of the facilities, there were no clients or other persons observed smoking cigarettes. All of the facilities were relatively free of cigarette butts. All of the facilities had at least one cigarette receptacle device located in a patio or front yard.

Trash/Debris

All of the facilities were clean and well-maintained.

Refuse Containers:

At 5004 Neptune, 4816 Seashore Dr., 6111 Seashore Dr., 4711 Seashore Dr., 6110 W. Ocean Front, and 3960-3980 Seashore Dr., the trash cans were stored in a garage, side yard, or in a location not visible to public view. All of the trash cans that were visible to public view had lids on them and the area around the trash cans was clean.

At 505 29th St., 5101 River Ave (Unit B), 4500-4504 Seashore Dr., and 4800 Seashore Dr, all or some of the trash cans did not have lids. At 505 29th St. and 4500-4504 Seashore Dr, the trash cans were improperly stored.

After the inspection, staff met with Kathy Sylvia of SLBTS to discuss the results of today's inspection and the inspections on September 29, 2010. Ms. Sylvia was advised that all trash cans must have lids on them and must be properly stored. I also advised

Ms. Sylvia that the City had received a complaint regarding second hand smoke at 4711 Seashore Dr. in October, 2009. Although the City has not received additional complaints, care should be taken to prevent second hand smoke from disturbing residents living at adjacent properties.

Zoning Agreement with Sober Living by the Sea - Annual Compliance Report 2010

Condition Category	Specific Requirements	Inspection Date and Location	Result	Complaints to NBPD/Code Enforcement	Notes
Client bed limit	No more than 204 Citywide, Peninsula no more than 156	Semi-annual compliance reports submitted 12/14/09, 6/28/10; 4 facilities inspected 4/27/10, 4 facilities inspected 7/28/10; 3 facilities inspected 9/29/10; External inspection of all facilities 9/30/10	Semi-annual compliance reports show bed counts under limits citywide and in Peninsula Zone		Inspections in April, July and September 2010 showed bed counts consistent with counts reported by SLBTS
Lido Island limit	No more than 12 beds on Lido Island	Lido Island facilities inspected 4/27/10	In compliance (3 units, 4 beds each)		SLBTS Lido Island facilities closed July 31, 2010
Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR	Facilities outside Peninsula Zone located in MFR only.		Facility outside Peninsula Zone is located in MFR		New SLBTS facility opened outside Peninsula Zone at 4138 Patrice - in MFR zone
New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.	New facility inspected 9/30/10	Sole facility on block		4138 Patrice only new facility established since effective date.
Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		In compliance, final required dispersal in progress		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING ON OR BEFORE 12/30/10
No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.		4138 Patrice established before final facility at 4816 Seashore completed relocation, but during period that dispersal is in process.
Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance		
Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10	In compliance		NBPD reports indicate no parolees at any SLBTS address
Medical waste disposal	Disposed of in accordance with law and best practices	Requested information at 9/29/10 interior inspections	2 facilities advised to adopt preferred procedure		4711 Seashore and 4138 Patrice not using preferred method of disposal. CE advised SLBTS 9/30/10. SLBTS returned all facilities to preferred method.
Other waste disposal	Comply with NBMC trash enclosure provisions	Inspected at 11 facilities' interior inspections and all 9/30/10 external inspections	Most facilities in compliance, 4 advised of correction needed		SLBTS advised 9/30/10 of corrections needed at 505 29th ST., 5101 B River, 4500-4504 Seashore, 4800 Seashore. SLBTS corrective action taken by 10/5/10 at most locations. SLBTS plans to increase security to prevent can lid theft
Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions	Inspected at 11 facilities' interior inspections and all 9/30/10 external inspections	2 neighbor complaints & 1 neighboring business complaint, addressed	3 complaints to CE - 102 Via Antibes, and 4711 Seashore, and Villa Way facility	SLBTS informed of complaints, situation addressed, no further complaints. Code Enf. advised SLBTS 9/30/10 of suggested further mitigation measures for 4711 Seashore after inspection.
Offstreet parking	Comply with NBMC requirements for offstreet parking	Inspected at 11 facilities' interior inspections and all 9/30/10 external inspections	Most in compliance, correction required at Via Antibes facilities		Owner of 100-102 Via Antibes and SLBTS using garages for storage purposes; Code Enforcement advised and garages made clear and available for parking.
Required staffing	24-hour hotline for complaints		In compliance		24-Hour Complaint Hotline - (949) 554-1147
Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
Client transport routes	Routes submitted to City, good faith efforts to adhere required		No client transport complaints received	One complaint about van driver not adhering to Vehicle Code	SLBTS staff informed van driver seen on cell phone, not coming to complete stop at stop sign; SLBTS addressed with driver
Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom	Inspected at 11 facilities' interior inspections	In compliance		All facilities inspected had 2 per bedroom or fewer client beds, except 505 29th which had 2 rooms large enough for 3 beds each
2811 Villa Way meeting facility	Comply with terms of 8/25/06 letter		In compliance with terms of letter except parking		Good faith efforts proceeding to complete parking lot, City assistance requested to obtain property owner compliance
Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		
Remedies for Violations	Specific performance, general police powers				

Zoning Agreement with Sober Living by the Sea - 2811 Villa Way Compliance Report					
Condition Category	Specific Requirements	Compliance Review Date	Result	Complaints to NBP/Code Enforcement	Notes
Large conference room size reduced	20 person max occupancy	Final City approval 2/5/09	In compliance		
Two office cubicles constructed within large conference room	Planning Director must approve design in writing	Final City approval 2/5/09	In compliance		
Small conference room size reduced	20 person max occupancy	Final City approval 2/5/09	In compliance		
Wall constructed across back of small conference room	Wall must be CBC compliant; revised plans submitted & approved by Planning Director in writing	Final City approval 2/5/09	In compliance		
Covered patio and other outdoor areas used by SLBTS clients only as stated in 8/25/06 letter from Planning Director	See 1-5, below		Not in compliance for portion of review period, back in compliance after complaints reported	Complaint to Code Enforcement September 2010: clients congregating more than 10 minutes before or 10 minutes after meetings.	City staff reported complaint to SLBTS; SLBTS reported on 10/21/10 that ping pong table removed from outdoor patio and pre- and post-meeting assembly back in compliance
1. Outdoor areas - client congregation before meetings	May congregate outdoors no more than 10 minutes before meeting		Now in compliance	See above	
2. Outdoor areas - client congregation after meetings	May congregate outdoors no more than 10 minutes after meeting		Now in compliance	See above	
3. Outdoor areas - client congregation before morning transport from Villa Way facility to other locations	7:00 AM - 8:30 AM, clients may congregate no more than 10 minutes after a meeting		In compliance		City staff requested and received assurances from SLBTS that SLBTS is in compliance with all transportation requirements.
4. Outdoor areas - client congregation after afternoon transport to Villa Way facility from other locations	1:00 PM - 3:00 PM, clients may congregate no more than 10 minutes prior to either a meeting or dispersal from facility		In compliance		City staff requested and received assurances from SLBTS that SLBTS is in compliance with all transportation requirements.
5. No client congregation at facility for transportation, except as provided in items 3 and 4, immediately above.			In compliance		City staff requested and received assurances from SLBTS that SLBTS is in compliance with all transportation requirements.
Client meetings at facility permitted, with restrictions on number of meetings and attendees	See 1-5, below	Records requested October 2010	Now back in compliance - logs not maintained in 2009. Attendance estimates created by SLBTS through other records.		SLBTS began keeping required attendance logs again in Summer 2010. Records submitted by SLBTS in October 2010 indicate 10 client meetings scheduled per week
1. No more than 10 meetings per week, on average	Averaged over 4 week period	Records reviewed October 2010	In compliance		Generally 10 meetings/week, occasionally 9
2. No more than 12 meetings in any single week	No more than 2 meetings held concurrently at site	Records reviewed October 2010	In compliance		Generally 10 meetings/week, occasionally 9
3. No more than 20 attendees at any meeting	No more than 2 meetings held concurrently at site	Records reviewed October 2010	In compliance		Records show meeting attendance usually 11 - 16 clients
4. Records maintained to show number of meetings held and attendees present	Records maintained 12 months, verified by SLBTS employee, inspected by City upon request	Records requested October 2010	Not in compliance from 2009 - Summer 2010. Records now being maintained.		Meeting records and attendance logs maintained in 2007, not maintained after that. SLBTS advised to begin maintaining records again.
5. Meetings w/ more than 20 persons held in another location		Large meeting facility opened in 2007 in Costa Mesa	In compliance		Meeting facility in Costa Mesa open at 19th St. location in 2007 for large meeting purposes.
No client attending Villa Way meetings allowed to operate a motor vehicle			In compliance		City staff requested and received assurances from SLBTS that SLBTS is in compliance with this requirement.
Facility hours limited	See 1-3 below		In compliance		City staff requested and received assurances from SLBTS that SLBTS is in compliance with this requirement.
1. Meetings and prescription pickup	6:30 AM - 8:30 PM. Clients must leave facility 10 minutes after meeting or prescription pickup.		In compliance		City staff requested and received assurances from SLBTS that SLBTS is in compliance with this requirement.
2. Onsite nurses	Monday - Friday 7:00 AM - 5:00 PM, Saturday 8:00 AM - Noon. No nurses onsite Sunday.		In compliance		City staff requested and received assurances from SLBTS that SLBTS is in compliance with this requirement.
3. Other staff	2 staff may be onsite until 11:00 PM to receive calls		In compliance		City staff requested and received assurances from SLBTS that SLBTS is in compliance with this requirement.
Offsite parking lot required	Provide and use 13 offsite parking spaces in parking lot to be constructed across street.	Records provided October 2010.	Not in compliance, but ongoing good faith efforts documented		SLBTS submitted letter dated 11/13/09 and email 10/24/09 to parking lot property owner's attorneys attempting to move parking lot project forward. SLBTS' 2010 efforts summarized in staff report attachment. Efforts must continue, staff working with SLBTS on interim compliance plan.
Clients riding bikes to facility must use Planning Director-approved route	Written route plan provided by SLBTS 10/26/06; approved by Planning Dept.		In compliance		On 10/21/10, City staff presented SLBTS with 2006 written route plan; SLBTS confirmed SLBTS staff would enforce.
Waste and cigarette disposal containers	Must be provided onsite at facility		In compliance		City staff requested and received assurances from SLBTS that SLBTS is in compliance with this requirement.
Appeal of use permit denial withdrawn without prejudice	Appeal withdrawal a required condition to Planning Director's finding that use permit no longer needed		Appeal withdrawn in 2006		
Remedy for Violations	SLBTS must apply for use permit for Villa Way lodge/social club uses; City may use general police powers to obtain compliance with use permit requirement				"[A]ny deviation from the foregoing conditions or any additional assembly at the Sober Living Facility would change the category of use." 8/25/06 Planning Director's letter

	A	B	C	D	E	F
1						
2	SLBTS Zoning Agreement - Annual Compliance - Individual Facilities					
3						
4	Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes
5	Facility address: 505 29th St. (6 client beds)		Interior inspection - 7/28/10 Exterior inspection - 9/30/10	Client bed #s in compliance with reported #s	No complaints from public	This facility OPEN as of 10/1/10
6	Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR	Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone		
7	New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.		Sole facility on block		
8	Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Sole facility on block - no dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED
9	No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.		
10	Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
11	Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance		
12	Parolees and government referrals.	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10	In compliance		
13	Medical waste disposal	Disposed of in accordance with law and best practices				
14	Other waste disposal	Comply with NBMC trash enclosure provisions	Exterior inspection - 9/30/10	Not in compliance		Trash cans not properly located; SLBTS advised 9/30/10. Corrective action not taken by 10/5/10, because of missing can lids. SLBTS will purchase new can lids.
15	Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions	Exterior inspection - 9/30/10	No complaints received, no smoke or related litter observed		
16	Offstreet parking	Comply with NBMC requirements for offstreet parking	Exterior inspection - 9/30/10	No complaints received		
17	Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147
18	Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
19	Client transport routes	Routes submitted to City, good faith efforts to adhere required		No transport route complaints received		
20	Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
21	Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom	Interior inspection - 7/28/10	2 bedrooms contained 3 beds, size of rooms appropriate for #		Consistent with provisions of ZA
22	Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		

1	A	B	C	D	E	F	G
2	SLBTS Zoning Agreement - Annual Compliance - Individual Facilities						
3							
4	Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes	
5	Facility address: 112 40th St., A&B (6 client beds in B, 2 staff in A)		Interior inspection 4/27/10; Exterior inspection 9/30/10	Client bed #'s consistent with #'s reported	No complaints from public	This facility OPEN as of 10/1/10	
6	Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR	Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone			
7	New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.		Exception under ZA			
8	Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Exception under ZA - no dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED	
9	No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.			
10	Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance			
11	Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance			
12	Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10	In compliance			
13	Medical waste disposal	Disposed of in accordance with law and best practices					
14	Other waste disposal	Comply with NBMC trash enclosure provisions	Interior inspection - 4/27/10	In compliance			
15	Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions	Interior inspection 4/27/10	No complaints received, no smoke or related litter observed			
16	Offstreet parking	Comply with NBMC requirements for offstreet parking	Interior inspection 4/27/10	Parking clear, no complaints received			
17	Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147	
18	Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received			
19	Client transport routes	Routes submitted to City, good faith efforts to adhere required		No transport route complaints received			
20	Deliveries	During customary times for deliveries in residential area		No delivery complaints received			
21	Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom	Interior inspection 4/27/10	2 per bedroom or less		No clients in Unit A; staff only	
22	Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance			

A	B	C	D	E	F	G	H
1							
2		SLBTS Zoning Agreement - Annual Compliance - Individual Facilities					
3							
4		Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes
5		Facility address: 5004 Neptune A&B (6 client beds in A, 6 client beds in B)		Interior inspection 7/28/10; Exterior inspection - 9/30/10	Client bed #s consistent with #s reported	No complaints from public	This facility OPEN as of 10/1/10
6		Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR	Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone		
7		New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.		Sole facility on block		
8		Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Sole facility on block - no dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED
9		No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.		
10		Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
11		Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance		
12		Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10	In compliance		
13		Medical waste disposal	Disposed of in accordance with law and best practices				
14		Other waste disposal	Comply with NBMC trash enclosure provisions	Exterior inspection - 9/30/10	In compliance		
15		Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions	Exterior inspection - 9/30/10	No complaints received, no smoke or related litter observed		
16		Offstreet parking	Comply with NBMC requirements for offstreet parking	Exterior inspection - 9/30/10	No complaints received		
17		Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147
18		Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
19		Client transport routes	Routes submitted to City, good faith efforts to adhere required		No transport route complaints received		
20		Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
21		Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom	Interior inspection 7/28/10	2 clients per bedrooms or fewer		
22		Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		

A	B	C	D	E	F	G	H
1							
2		SLBTS Zoning Agreement - Annual Compliance - Individual Facilities					
3							
4		Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes
5		Facility address: 5101 River, Unit B (6 client beds)		Interior inspection 7/28/10; Exterior inspection - 9/30/10	Client bed #s consistent with #s reported	No complaints from public	This facility OPEN as of 10/1/10
6		Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR	Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone		
7		New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.		Sole facility on block		
8		Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Sole facility on block - no dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED
9		No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.		
10		Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
11		Proximity to parks	No facility adjacent to 36th St. lot lot or Marina Park lot lot		In compliance		
12		Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10	In compliance		
13		Medical waste disposal	Disposed of in accordance with law and best practices				
14		Other waste disposal	Comply with NBMC trash enclosure provisions	Exterior inspection - 9/30/10	Now in compliance		Trash cans not properly located or covered; SLBTS advised 9/30/10, corrective action taken by 10/5/10.
15		Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions	Exterior inspection - 9/30/10	No complaints received, no smoke or related litter observed		
16		Offstreet parking	Comply with NBMC requirements for offstreet parking	Exterior inspection - 9/30/10	No complaints received		
17		Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147
18		Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
19		Client transport routes	Routes submitted to City, good faith efforts to adhere required		No transport route complaints received		
20		Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
21		Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom	Interior inspection 7/28/10;	2 clients per bedroom or less		
22		Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		

A	B	C	D	E	F	G	H
1							
2		SLBTS Zoning Agreement - Annual Compliance - Individual Facilities					
3							
4		Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPB or Code Enforcement	Notes
5		Facility address: 3960 - 3980 Seashore (4 client beds in 3960, 6 client beds in 3980)		Exterior inspection - 9/30/10		No complaints from public	This facility OPEN as of 10/1/10
6		Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR	Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone		
7		New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.		Exception under ZA		
8		Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Exception under ZA - no dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED
9		No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.		
10		Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
11		Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance		
12		Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPB performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10	In compliance		
13		Medical waste disposal	Disposed of in accordance with law and best practices				
14		Other waste disposal	Comply with NBMC trash enclosure provisions	Exterior inspection - 9/30/10	In compliance		
15		Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions	Exterior inspection - 9/30/10	No complaints received, no smoke or related litter observed		
16		Offstreet parking	Comply with NBMC requirements for offstreet parking	Exterior inspection - 9/30/10	No complaints received		
17		Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147
18		Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
19		Client transport routes	Routes submitted to City, good faith efforts to adhere required		No route transport complaints received		
20		Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
21		Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom				
22		Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		

	A	B	C	D	E	F	G	H
1								
2			SLBTS Zoning Agreement - Annual Compliance - Individual Facilities					
3								
4			Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes
5			Facility address: 4500 - 4504 Seashore (10 client beds between two units)		Internal inspection 7/28/10; Exterior inspection - 9/30/10	Client bed #s consistent with #s reported	No complaints from public	This facility OPEN as of 10/1/10
6			Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR.	Facilities outside Peninsula Zone located in MFR only.				
7			New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.				
8			Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Exception under ZA - no dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St. - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED Although this facility and 122 45th both allowed to stay under ZA, 122 45th has closed.
9			No new facility established outside Peninsula Zone until dispersal completed.				Dispersal of final location in process.	
10			Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility			In compliance	
11			Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park lot lot			In compliance	
12			Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed		NBPD performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10	In compliance	
13			Medical waste disposal	Disposed of in accordance with law and best practices				
14			Other waste disposal	Comply with NBMC trash enclosure provisions	Exterior inspection - 9/30/10		Not in compliance	Trash cans not located and/or covered properly. SLBTS advised 9/30/10. Corrective action not taken by 10/5/10; SLBTS plans to purchase new can lids.
15			Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions.	Exterior inspection - 9/30/10		No complaints received, no smoke or related litter observed	
16			Offstreet parking	Comply with NBMC requirements for offstreet parking	Exterior inspection - 9/30/10		No complaints received	
17			Required staffing	24-hour hotline for complaints			In compliance	Hotline - (949) 554-1147
18			Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM			No noise complaints received	
19			Client transport routes	Routes submitted to City, good faith efforts to adhere required			No transport route complaints received	
20			Deliveries	During customary times for deliveries in residential area			No delivery complaints received	
21			Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom	Interior inspection 7/28/10		2 client beds per bedroom or less	
22			Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.		In compliance	

A	B	C	D	E	F	G	H
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2		SLBTS Zoning Agreement - Annual Compliance - Individual Facilities					
3							
4		Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes
5		Facility address: 4711 and 4711 1/2 Seashore, (6 client beds at 4711, 2 client beds at 4711 1/2 since 9/1/10.)		Interior inspection 9/29/10	Client bed #s consistent with #s reported	Complaint to CE about smoking 10/22/09	This facility OPEN as of 10/1/10
6		Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR	Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone		
7		New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.				
8		Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Exception under ZA - no dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED
9		No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.		
10		Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
11		Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance		
12		Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10	In compliance		
13		Medical waste disposal	Disposed of in accordance with law and best practices	Interior inspection 9/29/10	Advised preferred method		Depositing closed containers in trash; advised to follow preferred procedure.
14		Other waste disposal	Comply with NBMC trash enclosure provisions	Interior inspection 9/29/10	In compliance		
15		Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions.	Interior inspection 9/29/10	Complaint received 10/22/09. No smoke or related litter observed at inspection		Complaint stated concerns about smoking at 4711 Seashore. Reported to and addressed by SLBTS. No smoke detected from across street at 9/29/10 inspection, but SLBTS informed on 9/30/10 of additional mitigation measures advised. Advised action taken by SLBTS.
16		Offstreet parking	Comply with NBMC requirements for offstreet parking	Interior inspection 9/29/10	Parking clear, no complaints received		
17		Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147
18		Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
19		Client transport routes	Routes submitted to City, good faith efforts to adhere required		No transport route complaints received		
20		Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
21		Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom	Interior inspection 9/29/10	2 per bedroom or less		
22		Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		

A	B	C	D	E	F	G	H
SLBTS Zoning Agreement - Annual Compliance - Individual Facilities							
		Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPB or Code Enforcement	Notes
4		Facility address: 4800 Seashore, A&B (10 client beds between 2 units)		Exterior inspection - 9/30/10		No complaints from public	This facility OPEN as of 10/1/10
5		Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR.	Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone		
6		New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.				
7		Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Exception under ZA - no dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED Either 4800 Seashore or 4816 Seashore permitted to remain under ZA. 4816 Seashore is relocating 12/10.
8		No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.		
9		Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
10		Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance		
11		Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPB performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10	In compliance		
12		Medical waste disposal	Disposed of in accordance with law and best practices				
13		Other waste disposal	Comply with NBMC trash enclosure provisions	Exterior inspection - 9/30/10	Now in compliance		Trash cans not properly located and/or covered; SLBTS advised 9/30/10, corrective action taken by 10/5/10.
14		Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions	Exterior inspection - 9/30/10	No smoke or related litter observed during inspection		
15		Offstreet parking	Comply with NBMC requirements for offstreet parking	Exterior inspection - 9/30/10	No complaints received		
16		Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147
17		Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
18		Client transport routes	Routes submitted to City, good faith efforts to adhere required		No transport route complaints received		
19		Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
20		Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom				
21		Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		
22							

A	B	C	D	E	F	G	H
1							
2		SLBTS Zoning Agreement - Annual Compliance - Individual Facilities					
3							
4		Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes
5		Facility address: 4816 Seashore, A&B (4 client beds in A, 6 client beds in B)		Interior inspection 4/27/10; Exterior inspection 9/30/10	Client bed #s consistent with #s reported	No complaints from public	This facility OPEN as of 10/1/10, scheduled to CLOSE by 12/30/10
6		Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR	Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone		
7		New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.		Dispersal in process		
8		Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St, and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED 12/10
9		No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.		This facility is final location requiring dispersal; closing on 12/30/10.
10		Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
11		Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance		
12		Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10	In compliance		
13		Medical waste disposal	Disposed of in accordance with law and best practices				
14		Other waste disposal	Comply with NBMC trash enclosure provisions	Interior inspection 4/27/10	In compliance		
15		Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions	Interior inspection 4/27/10	No complaints received, no smoke or related litter observed		
16		Offstreet parking	Comply with NBMC requirements for offstreet parking	Interior inspection 4/27/10	Parking clear, no complaints received		
17		Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147
18		Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
19		Client transport routes	Routes submitted to City, good faith efforts to adhere required		No transport route complaints received		
20		Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
21		Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom	Interior inspection 4/27/10	2 per bedroom or less		1 client in each unit at inspection
22		Reporting Frequency	Semi annually, by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		

A	B	C	D	E	F	G	H
1							
2		SLBTS Zoning Agreement - Annual Compliance - Individual Facilities					
3							
4		Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes
5		Facility address: 6110 W. Ocean Front (6 client beds)		Interior inspection 9/30/10; Exterior inspection 9/30/10	Client bed #s consistent with #s reported	No complaints from public	This facility OPEN as of 10/1/10
6		Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR.	Facilities outside Peninsula Zone located in MFR only.				
7		New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.				
8		Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Exception under ZA - no dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED
9		No new facility established outside Peninsula Zone until dispersal completed.				Dispersal of final location in process.	
10		Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility			In compliance	
11		Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot			In compliance	
12		Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10		In compliance	
13		Medical waste disposal	Disposed of in accordance with law and best practices	Interior inspection 9/30/10		In compliance	Method reported approved
14		Other waste disposal	Comply with NBMC trash enclosure provisions	Interior inspection 9/30/10		In compliance	
15		Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions	Interior inspection 9/30/10		No complaints received, no smoke or related litter observed	
16		Offstreet parking	Comply with NBMC requirements for offstreet parking	Interior inspection 9/30/10		Parking clear, no complaints received	
17		Required staffing	24-hour hotline for complaints			In compliance	Hotline - (949) 554-1147
18		Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM			No noise complaints received	
19		Client transport routes	Routes submitted to City, good faith efforts to adhere required			No transport route complaints received	
20		Deliveries	During customary times for deliveries in residential area			No delivery complaints received	
21		Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom	Interior inspection 9/30/10		2 per bedroom or less	
22		Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.		In compliance	

A	B	C	D	E	F	G	H
1							
2		SLBTS Zoning Agreement - Annual Compliance - Individual Facilities					
3							
4		Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes
5		Facility address: 6111 Seashore (6 client beds)		Interior inspection 4/27/10; Exterior inspection 9/30/10	Client bed #s consistent with #s reported	No complaints from public	This facility OPEN as of 10/1/10
6		Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR	Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone		
7		New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.				
8		Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Exception under ZA - no dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED
9		No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.		
10		Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
11		Proximity to parks	No facility adjacent to 36th St. lot or Marina Park lot		In compliance		
12		Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10	In compliance		
13		Medical waste disposal	Disposed of in accordance with law and best practices				
14		Other waste disposal	Comply with NBMC trash enclosure provisions	Interior inspection 4/27/10	In compliance		
15		Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions	Interior inspection 4/27/10	No complaints received, no smoke or related litter observed		
16		Offstreet parking	Comply with NBMC requirements for offstreet parking	Interior inspection 4/27/10	Parking clear, no complaints received		
17		Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147
18		Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
19		Client transport routes	Routes submitted to City, good faith efforts to adhere required		No transport route complaints received		
20		Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
21		Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom	Interior inspection 4/27/10	2 per bedroom or less		
22		Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		

1	A	B	C	D	E	F	G	H
2	SLBTS Zoning Agreement - Annual Compliance - Individual Facilities							
3								
4			Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPB or Code Enforcement	Notes
5			Facility address: 4138 Patrice (6 client beds)		Interior inspection 9/30/10; Exterior inspection 9/30/10	Client bed #s consistent with #s reported	No complaints from public	This facility OPEN as of 10/1/10
6			Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR	Facilities outside Peninsula Zone located in MFR only.		This facility located outside Peninsula Zone, in MFR		Facility outside Peninsula Zone
7			New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.		Sole facility on block		This is the only new facility opened by SLBTS since effective date of ZA ordinance. Opening in conjunction with final dispersal.
8			Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Final dispersal on or before 12/30/10		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED
9			No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.		
10			Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
11			Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance		
12			Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPB performed parolee checks 1/28/10, 4/29/10, 7/29/10, 9/30/10 and 10/21/10	In compliance		
13			Medical waste disposal	Disposed of in accordance with law and best practices	Interior inspection 9/30/10	Not using preferred disposal method		Advised to follow preferred procedure 9/30/10. SLBTS implemented correction.
14			Other waste disposal	Comply with NBMC trash enclosure provisions	Interior inspection 9/30/10	In compliance		
15			Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions	Interior inspection 9/30/10	No complaints received, no smoke or related litter observed		
16			Offstreet parking	Comply with NBMC requirements for offstreet parking	Interior inspection 9/30/10	Parking clear, no complaints received		
17			Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147
18			Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
19			Client transport routes	Routes submitted to City, good faith efforts to adhere required		No transport route complaints received		
20			Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
21			Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom	Interior inspection 9/30/10	2 per bedroom or less		
22			Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		

	A	B	C	D	E	F
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2	SLBTS Zoning Agreement - Annual Compliance - Individual Facilities					
3						
4	Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes
5	Facility address: 5101 River, Unit A		Facility closed		No complaints from public while SLBTS operating	This facility CLOSED as of 5/1/10
6	Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR	Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone		
7	New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.		Sole facility on block		
8	Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Sole facility on block - no dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED
9	No new facility established outside Peninsula Zone until dispersal completed			Dispersal of final location in process.		
10	Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
11	Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance		
12	Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10 and 7/29/10	In compliance		
13	Medical waste disposal	Disposed of in accordance with law and best practices				
14	Other waste disposal	Comply with NBMC trash enclosure provisions		In compliance		
15	Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions		No complaints received, no smoke or related litter observed		
16	Offstreet parking	Comply with NBMC requirements for offstreet parking		No complaints received		
17	Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147
18	Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
19	Client transport routes	Routes submitted to City, good faith efforts to adhere required		No transport route complaints received		
20	Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
21	Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom				
22	Reporting Frequency	Semi annually, by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		

1	A	B	C	D	E	F	G	H
2	SLBTS Zoning Agreement - Annual Compliance - Individual Facilities							
3	Condition Category		Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes	
4	Facility address: 100 - 102 Via Antibes, 208 Via Lido Soud			Interior inspection 4/27/10	Client bed #s consistent with #s reported	CE: Illegal unit observed, 7/7/10; unit removed, covenant entered - resolved.	This facility CLOSED as of 7/31/10	
5	Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR		Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone			
6	New facilities opened after effective date - one facility per block, or across bordering street		Block is area bounded by four streets, not alleys.		Sole facility on block			
7	Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.		Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816		Sole facility on block - no dispersal required		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED	
8	No new facility established outside Peninsula Zone until dispersal completed.				Dispersal of final location in process.			
9	Proximity to schools, large day care facilities		No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance			
10	Proximity to parks		No facility adjacent to 36th St. lot lot or Marina Park lot lot		In compliance			
11	Parolees and government referrals		Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10 and 7/29/10	In compliance			
12	Medical waste disposal		Disposed of in accordance with law and best practices					
13	Other waste disposal		Comply with NBMC trash enclosure provisions	Interior inspection 4/27/10	In compliance			
14	Secondhand smoke		Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions	Interior inspection 4/27/10	In compliance at inspection	CE: Smoking complaint, nuisance behavior reported 9/9/10; SLBTS agreed to address 9/15/10.	Temporarily housing male clients; SLBTS addressed and later transferred clients.	
15	Offstreet parking		Comply with NBMC requirements for offstreet parking	Interior inspection 4/27/10	Property owner and SLBTS using 3 spaces for storage		Property owner & SLBTS advised: garages made clear & available for parking.	
16	Required staffing		24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147	
17	Quiet hours		Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received			
18	Client transport routes		Routes submitted to City, good faith efforts to adhere required		No transport route complaints received			
19	Deliveries		During customary times for deliveries in residential area		No delivery complaints received			
20	Clients per bedroom		2 clients per bedroom unless size of structure warrants more for any single bedroom	Interior inspection 4/27/10	2 per bedroom or less			
21	Reporting Frequency		Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance			
22								

1	A	B	C	D	E	F	G	H
2	SLBTS Zoning Agreement - Annual Compliance - Individual Facilities							
3								
4	Condition Category		Specific Requirements	Inspection Date	Result	Complaints to NBPB or Code Enforcement	Notes	
5	Facility address: 118 45th St.			Facility closed		No complaints from public	This facility CLOSED as of February, 2010.	
6	Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR		Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone			
7	New facilities opened after effective date - one facility per block, or across bordering street		Block is area bounded by four streets, not alleys.		Facility closed			
8	Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.		Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Facility closed		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED	
9	No new facility established outside Peninsula Zone until dispersal completed.				Dispersal of final location in process.			
10	Proximity to schools, large day care facilities		No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance			
11	Proximity to parks		No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance			
12	Parolees and government referrals		Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPB performed parolee checks 1/28/10, 4/29/10 and 7/29/10	In compliance			
13	Medical waste disposal		Disposed of in accordance with law and best practices					
14	Other waste disposal		Comply with NBMC trash enclosure provisions		In compliance			
15	Secondhand smoke		Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions		No complaints received			
16	Offstreet parking		Comply with NBMC requirements for offstreet parking		No complaints received			
17	Required staffing		24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147	
18	Quiet hours		Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received			
19	Client transport routes		Routes submitted to City, good faith efforts to adhere required		No transportation route complaints received			
20	Deliveries		During customary times for deliveries in residential area		No delivery complaints received			
21	Clients per bedroom		2 clients per bedroom unless size of structure warrants more for any single bedroom					
22	Reporting Frequency		Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance			

A	B	C	D	E	F	G	H
1							
2		SLBTS Zoning Agreement - Annual Compliance - Individual Facilities					
3							
4		Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes
5		Facility address: 116 34th St., A&B		Facility closed		No complaints at this address while operated by SLBTS	This facility CLOSED as of February 2010.
6		Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR	Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone		
7		New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.		Facility closed		
8		Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore				118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED
9		No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.		
10		Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
11		Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance		
12		Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10 and 7/29/10	In compliance		
13		Medical waste disposal	Disposed of in accordance with law and best practices				
14		Other waste disposal	Comply with NBMC trash enclosure provisions		No complaints received		
15		Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions.		No complaints received		
16		Offstreet parking	Comply with NBMC requirements for offstreet parking		No complaints received		
17		Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147
18		Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
19		Client transport routes	Routes submitted to City, good faith efforts to adhere required		No transport routes complaints received		
20		Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
21		Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom				
22		Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		

A	B	C	D	E	F	G	H
1							
2		SLBTS Zoning Agreement - Annual Compliance - Individual Facilities					
3							
4		Condition Category	Specific Requirements	Inspection Date	Result	Complaints to NBPD or Code Enforcement	Notes
5		Facility address: 122 45th St., A&B		Facility closed		No complaints from public	This facility CLOSED as of 4/30/10
6		Except 156 beds in Peninsula Zone and Lido Island, all facilities located in MFR.	Facilities outside Peninsula Zone located in MFR only.		This facility located in Peninsula Zone		
7		New facilities opened after effective date - one facility per block, or across bordering street	Block is area bounded by four streets, not alleys.		Facility closed		
8		Dispersal - disperse to one facility per block w/in 30 months of effective date of ordinance adopting agreement. Four exceptions under DA may remain w/in same block.	Ordinance Effective Date : 5/12/09 Dispersal Date: 11/12/11 Exceptions not required to disperse: 112 40 th St. and 3960-3980 Seashore; 122 45th St. and 4500-4504 Seashore; 6110 Oceanfront and 6111 Ocean Front; 4711 Seashore and either 4800 Seashore or 4816 Seashore		Facility closed		118 45th St. or 122 45th St. - BOTH CLOSED 307 1/2 34th St. or 309 1/2 34th St - BOTH CLOSED 4800 Seashore or 4816 Seashore - 4816 CLOSING SCHEDULED This facility has closed, although not required to close under ZA.
9		No new facility established outside Peninsula Zone until dispersal completed.			Dispersal of final location in process.		
10		Proximity to schools, large day care facilities	No facility w/in 1,000' of NMUSD elementary school or large day care facility		In compliance		
11		Proximity to parks	No facility adjacent to 36th St. tot lot or Marina Park tot lot		In compliance		
12		Parolees and government referrals	Parolees from CA Dept. of Corrections or equivalent prohibited, government referrals prohibited. Other parolee/probationers - 1 per dwelling unit allowed	NBPD performed parolee checks 1/28/10, 4/29/10 and 7/29/10	In compliance		
13		Medical waste disposal	Disposed of in accordance with law and best practices				
14		Other waste disposal	Comply with NBMC trash enclosure provisions		In compliance		
15		Secondhand smoke	Good faith effort to prevent smoke affecting neighboring properties; direct clients not to litter with tobacco products or violate smoking prohibitions		No complaints received		
16		Offstreet parking	Comply with NBMC requirements for offstreet parking		No complaints received		
17		Required staffing	24-hour hotline for complaints		In compliance		Hotline - (949) 554-1147
18		Quiet hours	Quiet hours, all residents inside: Sun - Thurs: 10 PM - 7 AM; Fri - Sat: 11 PM - 7 AM		No noise complaints received		
19		Client transport routes	Routes submitted to City, good faith efforts to adhere required		No transportation route complaints received		
20		Deliveries	During customary times for deliveries in residential area		No delivery complaints received		
21		Clients per bedroom	2 clients per bedroom unless size of structure warrants more for any single bedroom				
22		Reporting Frequency	Semi annually; by December 31 and June 30	Compliance reports submitted 12/14/09 and 6/28/10.	In compliance		

Attachment No. CC 8

Map of SLBTS Facilities – Open and
Closed as of October 2010

NEWPORT SHORES

ATTY



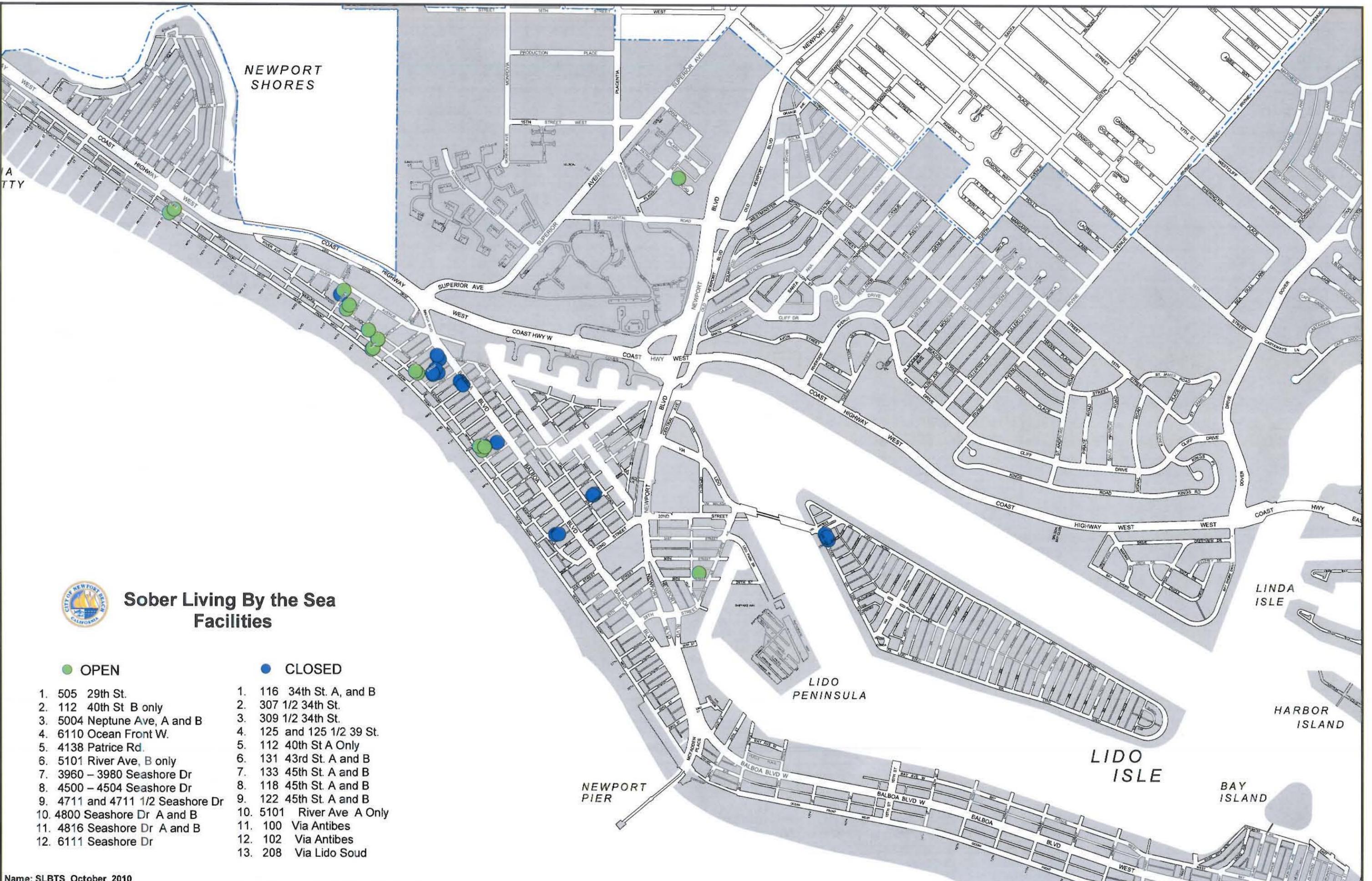
Sober Living By the Sea Facilities

● OPEN

● CLOSED

- 1. 505 29th St.
- 2. 112 40th St B only
- 3. 5004 Neptune Ave, A and B
- 4. 6110 Ocean Front W.
- 5. 4138 Patrice Rd.
- 6. 5101 River Ave, B only
- 7. 3960 – 3980 Seashore Dr
- 8. 4500 – 4504 Seashore Dr
- 9. 4711 and 4711 1/2 Seashore Dr
- 10. 4800 Seashore Dr A and B
- 11. 4816 Seashore Dr A and B
- 12. 6111 Seashore Dr

- 1. 116 34th St. A, and B
- 2. 307 1/2 34th St.
- 3. 309 1/2 34th St.
- 4. 125 and 125 1/2 39 St.
- 5. 112 40th St A Only
- 6. 131 43rd St. A and B
- 7. 133 45th St. A and B
- 8. 118 45th St. A and B
- 9. 122 45th St. A and B
- 10. 5101 River Ave A Only
- 11. 100 Via Antibes
- 12. 102 Via Antibes
- 13. 208 Via Lido Soud



LIDO PENINSULA

LIDO ISLE

LINDA ISLE

HARBOR ISLAND

BAY ISLAND

NEWPORT PIER

Attachment No. CC 9

SLBTS Correspondence Re: Vacant Lot
(parking lot site)

C. EDWARD DILKES
ATTORNEY AT LAW
2443 PARK OAK DRIVE^{21, 22}
HOLLYWOOD, CALIFORNIA 90068
TELEPHONE (323) 466-1147

TELECOPIER: (323) 466-8360
EMAIL: EDILKES@EARTHLINK.NET

RECEIVED BY

November 2, 2010

PLANNING DEPARTMENT

NOV 8 2010

Janet Brown
Associate Planner
City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92658

CITY OF NEWPORT BEACH

Re: Parking Lot at Villa & Lafayette

Dear Ms. Brown:

Enclosed are all of the materials involved in the communication between Sober Living By the Sea, Inc. ("SLBTS") and the owners of the property at the point where Villa Way intersects Lafayette. As you know, this parcel was leased for parking, although its status at the California Regional Water Quality Control Board has never permitted its full use for that purpose.

The only items I have withheld were several letters to and from attorneys for SLBTS. These are obviously privileged. I also redacted most phone numbers and a few lines that were either completely irrelevant to the subject matter or otherwise privileged.

If there is any further assistance I can provide, please feel free to contact me.

Very truly yours,



C. Edward Dilkes

CED/ss

Cc: Catherine M. Wolcott, Dep. City Attorney (w/out encl.)
Pamela Burke, General Counsel, SLBTS (w/out encl.)
John Peloquin, Vice President (w/out encl.)
Kathy Sylvia, SLBTS

SLBTS Parking Lot

10/08/07	Email correspondence from Buzz Person to Ron Ballard asking Mr. Ballard to provide Mr. Harp with the status of the parking lot.
10/10/07	Email from Ballard to Person regarding permit process. Ballard states that he doubts the site remediation will be completed in 6 months.
10/15/07	Email from Dennis O'Neil to Ballard regarding need for SLBTS to complete the parking lot improvements. O'Neil tells Ballard the SLBTS entered into settlement agreement with NB and this agreement is in serious jeopardy if SLBTS cannot start and complete construction. O'Neil states that LL told them over a year ago that LL was seeking approvals for remediation but nothing done.
10/18/07	Email from Brian Burke asking Ballard to respond to calls placed to Ballard by O'Neil.
10/24/07	Email from Ballard to Burke, Person and O'Neil stating they are working on next steps for characterizing soil. States that everything should be completed within 6 months.
8/22/08	Email between John Peloquin and Brian Burke where John states he has called Ballard numerous times, he is in the office but never returns calls.
8/26/08	Ballard calls John Peloquin but does not reach him.
9/23/08	Email from Ballard to Burke regarding new soil standards. States he will be in communication with contractor.
10/15/08	Email from Ballard to Shawn Gallagher inquiring on status of time line for SLBTS parking lot, how long construction will take.
10/16/08	Email from Ballard to John Peloquin stating that they are working on the work plan for submission to Water Board. Stated that they are seeking contractor estimates for the soil work that would need to be done in advance and timeline from our contractor to be in a position to complete by year end.
10/16/08	Email from Burke to John Peloquin.

SLBTS Parking Lot

	Gallagher is SLBTS contractor. Ballard inquiring on timeline for construction once they complete soil removal.
10/16/08	Email from Burla to Ballard with timeline from Shawn Gallagher.
10/17/08	Email from John Peloquin to Ballard seeking status of their submission of the work plan to Water Board and if they pulled permits to remove contaminated soil.
10/28/08	Email from Burke to Ballard inquiring about status.
10/28/08	Email from Ballard to Burke stating that progress is continuing. Work plan is being drafted. Targeting for submission to Water Board next week. States that financing is an issue.
11/11/08	Email from Ballard to Burke stating lease term through Oct. 31, 2010. Ballard indicates that rents appear insufficient to cover soil remediation work.
11/13/08	Email from Burke to Ballard on work plan status.
11/19/08	Email from Ballard to Burke stating work plan in progress and consultant determined additional information necessary.
12/14/08	Email between John Peloquin and Bill Swiney. [Privileged]
12/30/08	Inquiry from Dave Kiff regarding status.
1/7/09	Email from Burke to Ballard asking for update.
1/12/09	Email from Ballard to Burke stating he is working on "getting client approval for status update".
1/13/09	Email from Ballard to Burke stating that the Remedial Action Plan ("RAP") is undergoing peer and professional review before submission.
1/14/09	Email from Ballard to Burke asking for specific details on timeline for approvals.
1/26/09	Email from Ballard to Burke stating RAP was in for peer review and released to legal and substantive review. Determined that further data needed to be collected. States this should take 1-2 weeks.
2/3/09	Letter from Burke to Ballard stating that permit for parking lot expires April 2, we

SLBTS Parking Lot

	and city have been very patient and we need to see progress.
5/6/09	Email from Burke to Ballard regarding status of parking lot.
5/8/09	Email from Burke to Ballard asking about status stating it has been months rather than weeks. Burke states he is puzzled by secrecy and non-disclosure.
6/1/09	Email from Burke to Ballard stating that we have heard that there may be new issues or challenges regarding the RAP.
6/17/09	Email correspondence from Ballard to Burke stating he is out of town but will be working "on clearing weekend for full attention to this matter."
6/17/09	Email from Burke to Ballard stating that we have lost all confidence, that we do not think that they are working on this, we have spent over \$50k to improve property, invested 3 years. Demands to know exactly where we are in the process and what needs to get done.
6/24/09	Email from Ballard to Burke saying he will work on a response to Brian's questions.
6/24/09	Email from Burke to Ballard asking him to pick up phone and give him direct update.
7/7/09	Email from Burke to Ballard inquiring about status.
8/28/09	Email from Person to Burke [Privileged]
9/1/09	Emails between Kathy Sylvia and Ballard. Ballard responding to call from Kathy Sylvia regarding status of parking lot. Ballard states LL committed to completing this project and is continuing to work on board approval. States that next is submission of RAP. States he believes it can be submitted in September.
9/17/09	Email between Pam B. & John Peloquin [Privileged]
9/29/09	Email correspondence to Pam Burke. [Privileged]
10/28/09	Letter from Nathaniel Weiner to Ballard
10/29/09	Email from Ballard to Weiner stating faxes get sent to junk folder, he is working on several other major projects. States RAP was submitted in mid-October. Stated that they need approval of RAP to move

SLBTS Parking Lot

	forward. Ballard asks us not to contact Water Board because LL then gets billed by Water Board.
10/29/09	Email from Weiner to Ballard stating that we need to understand timing, that LL has been evading us, LL not acting in a consistent manner with its contractual obligations. States that if LL continues to take laissez faire approach to lease that we will have to take this as repudiation of LL's contractual obligations under lease and pursue legal remedies.
11/9/09	Email from Weiner to Burke [Privileged]
11/9/09	Email from Burke to Weiner. [Privileged]
11/10/09	Email/letter from Weiner to Ballard stating that as a result of LL inaction and non-response, we have contacted the Water Board. We request that they provide the information requested by the Water Board
1/8/10	John Peloquin speaks with Dave Kiff and follows up to get application number to see if Kiff can assist in moving things forward.
4/7/10	Correspondence between Kathy Sylvia and Jason Staggs and Weiner. [Privileged]

Also Attached

1. Copy of lease, dated 12/14/05, for parking Lot (With Addenda)
2. City Correspondence re permit
3. Permit Fee Receipts

SOBER LIVING
By The Sea

2/3/09

Ronald Ballard
Ballard Law Office
22996 El Toro Road
Lake Forest, CA 92630

Re: 2807 Lafayette Ave.; Proposed Parking Lot

Dear Ron,

We are pleased to inform you that on January 27th, 2009 the Newport Beach City Council unanimously voted to approve the first reading of the Zoning Implementation and Benefit Agreement between the City of Newport Beach and Sober Living by the Sea, Inc. Additionally, on January 29th, city building inspector Paul Sobek signed off on our final inspection on the negotiated improvements at 2811-13 Villa Way. Only a final minor inspection is pending at 2809 Villa Way. Mr. Sobek is also the building inspector assigned for over-site on the parking lot permit. During his recent inspection, Mr. Sudek warned that on April 2nd he will be forced to close our parking lot permit number X2007-0324 unless progress is shown. He stated that the cost to obtain a new permit may be considerable. We feel that we have been ready at all times to meet our obligation in regards to this project and feel that it would be the owners obligation to bare the cost of new permits.

Ron, with all due respect, I requested that you provide us with timelines as requested of us by the city. The city has demonstrated patience throughout this ordeal and even offered assistance to you and your clients. You referenced in prior correspondences that the Remedial Action Plan will be submitted in weeks rather than months. Hopefully this is true and will allow us to show progress on the site prior to our permit deadline on April 2nd.

Respectfully,



Brian Burke

CC: Mark McCulloch



Wendy Jones, Cupertino, CA

From: Pam Burke, Cupertino, CA
Sent: Wednesday, October 20, 2010 9:29 PM
To: Pam Burke, Cupertino, CA
Subject: FW: Parking lot, Water Board, Case manager contact info.....

From: Brian Burke, Newport Beach, CA
Sent: Monday, January 11, 2010 7:58 AM
To: Kathy Sylvia, Newport Beach, CA
Subject: Parking lot, Water Board, Case manager contact info.....

Contact info..... for the case mgr of the parking lot

Brian R. Burke
Property Management/Business Development
Sober Living By The Sea, Inc/CRC Health Group, Inc.
2811 Villa Way, Newport Beach, CA 92663

From: Kathy Sylvia, Newport Beach, CA
Sent: Monday, November 09, 2009 3:16 PM
To: Brian Burke, Newport Beach, CA
Subject: RE: Lease between SLBTS & Patterson Kahle, LLC - Parking Lot

Interesting....now we'll see

From: Brian Burke, Newport Beach, CA
Sent: Monday, November 09, 2009 12:13 PM
To: Nathaniel Weiner, Cupertino, CA
Cc: Jason Staggs, Cupertino, CA; Barbara Sylvester, Cupertino, CA; Kathy Sylvia, Newport Beach, CA
Subject: RE: Lease between SLBTS & Patterson Kahle, LLC - Parking Lot

Nathaniel,

Spoke with Maneck Chichgar, case mgr., Santa Ana Regional Water Quality Control Board, 3737 Main St., # 500 Riverside, CA 92501 (951) 782-3252;
He states the RAP has been submitted & he is working on it as we speak; Says he is just waiting for Mr. Ballard for upload further documentation to their website & then he'll issue the owners an Approval Letter to perform the work, which should take place within the next two weeks; The work will involve excavation of soil, confirmation of additional soil sampling, submission of a final report to the Water Board for approval with a request for a "letter of no further action"; then they'll need to receive final approval/clearance, and the issuance of a Letter of No Further Action to the owners. Maneck states the Board puts no time frame for the owners to complete this work & says that it's all up the owners as to how fast they wish to complete it. It could all be complete within 90 days; he sees no reason for this project to go on for more that 6 months other than delays from the ownership for some reason.

er this.....we can start & finish the lot.

Brian R. Burke
Property Management/Business Development

Wendy Jones, Cupertino, CA

From: Pam Burke, Cupertino, CA
Date: Wednesday, October 20, 2010 9:28 PM
To: Pam Burke, Cupertino, CA
Subject: FW: Lease between SLBTS & Patterson Kahle, LLC - Parking Lot

From: Brian Burke, Newport Beach, CA
Sent: Tuesday, November 10, 2009 4:05 PM
To: Kathy Sylvia, Newport Beach, CA
Subject: FW: Lease between SLBTS & Patterson Kahle, LLC - Parking Lot

Brian R. Burke
Property Management/Business Development
Sober Living By The Sea, Inc/CRC Health Group, Inc.
2811 Villa Way, Newport Beach, CA 92663
[REDACTED]
[REDACTED]
[REDACTED]

From: Nathaniel Weiner, Cupertino, CA
Date: Tuesday, November 10, 2009 3:59 PM
To: Brian Burke, Newport Beach, CA
Subject: FW: Lease between SLBTS & Patterson Kahle, LLC - Parking Lot

FYI

Re: Sober Living By the Sea/Patterson Kahle Lease

Mr. Ballard,

In furtherance of my email to you dated October 29 (attached for your reference) and your lack of response thereto, as well as non-response to a voicemail I have since left with your office, we have had no choice but to take matters into our own hands, and contact the California Water Board to verify that the information you have provided to us is accurate, and also to ensure that the landlord is pursuing this project as required by the lease agreement.

We have learned that a RAP has indeed been submitted, but as of November 9, the Water Control Board is awaiting further information and documents from your office before it can provide your clients with approval to perform the work. We hereby request that you provide the information requested without further delay.

We have also learned that the Water Board believes that all of this work can be completed and a "no further action" letter issued inside of approximately 3 months, assuming it is prosecuted with reasonable diligence by your client. Accordingly, we reiterate our request that your client proceed in good faith to complete this work, and that you continue to keep us apprised of the progress on this matter. If we do not receive a substantive status update/response to this request by December 1, we will again contact the Water Board, to verify the status of this project.

Should we determine that, as a result of your or your client's inaction, this project is not being appropriately pursued to a timely completion, please be assured that Sober Living By the Sea will pursue any and all legal remedies available to

ensure that it is made whole from damages to its business that it has sustained, and continues to sustain, in the form of a lawsuit and if necessary reinforce that action by reporting this matter to appropriate regulatory agencies, including if warranted, the State Bar.

Sincerely yours,

Nathaniel Weiner
CRC Health Corporation
VP and Deputy General Counsel
20400 Stevens Creek Road, Suite 600
Cupertino, CA 95014
[REDACTED]
[REDACTED]

From: Nathaniel Weiner, Cupertino, CA
Sent: Thursday, October 29, 2009 2:58 PM
To: 'Ronald Ballard'
Cc: Brian Burke, Newport Beach, CA
Subject: RE: Lease between SLBTS & Patterson Kahle, LLC - Parking Lot

Thank you for this update; we appreciate it, and while I am not aware that any of our personnel have contacted the water board directly, we are agreeable to refrain from contacting the agency directly from this point forward so long as we are assured that there is actual progress being made by the your clients on this project. And, in this regard, we do need some more definite information on the timeline of when this all is going to occur - surely the regional water board has the ability to let you know how long it takes to review a RAP, and surely you have the knowledge and experience in matters like this to give an indication as to whether this is something that will take days, weeks or months to resolve.

You should be aware that Sober Living has been attempting to reach your clients to discuss this vigilantly, repeatedly and for some months already, and these efforts have been met with stone silence and evasion. This is not consistent with the contractual obligations that your clients have to Sober Living, and we are reaching the limits of our patience to assume your clients are acting in good faith. We would like some understanding of why the RAP was submitted only two weeks ago, and what action steps your clients have planned to see to it that the lease agreement will be fulfilled without further delay. I should point out as well that the completion of this work is something that the City of Newport Beach would like very much to see happen as soon as possible, and that the City has expressed to us its willingness to attempt to facilitate this, given the knowledge and experience it has in dealings with the water board. If this is assistance your clients are willing to accept (and I have a difficult time imagining why they would not), please let me know.

With all due deference and respect to your busy schedule, we must insist on some greater action by or on behalf of the landlord in this matter and a better idea of when and how your client anticipates that this project will be completed. We are not seeking to back away from this project at this point in time, but if your client continues to take a lassiez faire approach to the lease agreement and/or avoid engaging with Sober Living on this, we will have little choice but to interpret that as repudiation of landlord's contractual obligations under the lease, and will pursue such legal remedies as are appropriate here - not the least of which will be seeking repayment for the several thousands of dollars Sober Living has invested in this project to date.

I look forward to the favor of a timely and thoughtful response to the above, so that we can attempt to avoid a result that would be bad for Sober Living, bad for the City of Newport Beach and bad for your clients.

Sincerely yours,

Nathaniel Weiner
CRC Health Corporation
and Deputy General Counsel
20400 Stevens Creek Road, Suite 600
Cupertino, CA 95014
[REDACTED]

(415) 840-0020 (fax)

From: Ronald Ballard [mailto:ballard.ronald@ballardlaw.com]
Sent: Thursday, October 29, 2009 2:28 AM
To: Nathaniel Weiner, Cupertino, CA
Cc: Brian Burke, Newport Beach, CA
Subject: RE: Lease between SLBTS & Patterson Kahle, LLC - Parking Lot

Dear Mr. Weiner,

Thank you for the follow up on your fax. It's incoming TSID code is "1111," which is not a true phone number. Hence, the fax server directs it to the possible Junk Fax folder where it might not get reviewed for a day or two in periods of high demand.

I currently have several major projects that have converged all at one time to an extremely high level of demand, which is making responses on other projects particularly challenging for at least another 4-5 days.

Anyway, movement of soil on the property is subject to approval by the regional water board due to the presence of substances for which the water board believes remediation is required. A proposed Remedial Action Plan was submitted to the board two weeks ago. When agency approval of a RAP is granted, then work can begin on the parking lot, beginning with the remediation. We do not yet have approval of the RAP nor an anticipated schedule from the agency. Naturally, it can be a process of negotiation if they do not accept the plan as proposed.

The agency bills the landowner for all work on the file, including inquiries, at a rate averaging \$150/hr. It seems that they bill in 1 hr. increments. Hence, every time a member of the public or other jurisdiction contacts the agency, my client is charged approximately \$150. Therefore, we would appreciate that contacts with the agency be kept to a minimum or that reimbursement be provided. Notwithstanding the excessive demand on my time at this juncture, I can assure you that we will transmit updates of progress on the agency file as they occur. The first update is expected to be the agency's expected time line in handling the file.

Sincerely,

Ronald M. Ballard

Ballard Law Office
22996 El Toro Road
Lake Forest, CA 92630-4961
Phone: 949-597-9596
Fax: 949-812-7699 / 597-1649
www.ballardlaw.com

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----- Original Message -----

From: "Nathaniel Weiner, Cupertino, CA"
: "bizcard09@ballardlaw.com"
Sent: 10/28/2009 3:14 PM
Subject: Lease between SLBTS & Patterson Kahle, LLC - Parking Lot

Mr. Ballard,

Attached is a letter that I faxed to your office yesterday, along with a confirmation of receipt. Please confirm that you have received this, and let me know when I can expect to receive a return phone call.

Nathaniel Weiner
CRC Health Corporation
VP and Deputy General Counsel
20400 Stevens Creek Road, Suite 600
Cupertino, CA 95014

[REDACTED]
[REDACTED]

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. This communication may contain material protected by HIPAA legislation (45 CFR, Parts 160 & 164). If you are not the intended recipient or the person responsible for delivering this email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please notify the sender by replying to this email and then delete the email from your computer.



20400 Stevens Creek Boulevard, Suite 600 • Cupertino, California 95014 • Phone: 877.637.6237 Fax: 408.367.0030 www.crchealth.com

VIA FACSIMILE 949-812-7699 & CERTIFIED MAIL

November 16, 2009

Ballard Law Office
22996 El Toro Road
Lake Forest, CA 92630-4961
Phone: 949-597-9596
Fax: 949-812-7699 / 597-1649

Re: Sober Living By the Sea/Patterson Kahle Lease

Mr. Ballard,

In furtherance of my email to you dated October 29 (attached for your reference) and your lack of response thereto, as well as non-response to a voicemail I have since left with your office, we have had no choice but to take matters into our own hands, and contact the California Water Board to verify that the information you have provided to us is accurate, and also to ensure that the landlord is pursuing this project as required by the lease agreement.

We have learned that a RAP has indeed been submitted, but as of November 9, the Water Control Board is awaiting further information and documents from your office before it can provide your clients with approval to perform the work. We hereby request that you provide the information requested without further delay.

We have also learned that the Water Board believes that all of this work can be completed and a "no further action" letter issued inside of approximately 3 months, assuming it is prosecuted with reasonable diligence by your client. Accordingly, we reiterate our request that your client proceed in good faith to complete this work, and that you continue to keep us apprised of the progress on this matter. If we do not receive a substantive status update/response to this request by December 1, we will again contact the Water Board, to verify the status of this project.

Should we determine that, as a result of your or your client's inaction, this project is not being appropriately pursued to a timely completion, please be assured that Sober Living By the Sea will pursue any and all legal remedies available to ensure that it is made whole from damages to its business that it has sustained, and continues to sustain, in the form of a lawsuit and if necessary reinforce that action by reporting this matter to appropriate regulatory agencies, including if warranted, the State Bar.

Sincerely yours,

A handwritten signature in cursive script that reads "Nathaniel Weiner".

Nathaniel Weiner
VP and Deputy General Counsel

Transmission Report

Date/Time	11-16-2009	01:50:58 p.m.	Transmit Header Text	
Local ID 1	1111		Local Name 1	Line 1
Local ID 2			Local Name 2	Line 2

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"

CRC
HEALTH GROUP, INC.
20400 Stevens Creek Blvd, Suite 600
Cupertino, CA 95014
877-272-8688 Toll Free, 408-387-0030 Fax

Fax

To: Ronald Ballard Ballard Law Office	From: Nathaniel Walner, VP & Deputy General Counsel
---	--

[REDACTED]

[REDACTED]

Fax: **849 812-7699 / 949-597-1049** Pages: **3 (including cover sheet)**

Phone: **949 597-9588** Date: **11/16/09**

Re: **Sober Living by the Sea, Inc. /Patterson Kahle Lease**

Urgent For Review Please Comment Please Reply Please Recycle

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Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	TU: Terminated by user
HR: Host receive	PR: Polled remote	CP: Completed	TS: Terminated by system
WS: Waiting send	MS: Mailbox save	FA: Fail	RP: Report
			G3: Group 3
			EC: Error Correct

128

Attachment No. CC 10

NBPD Memorandum Re: Parolees and
Probationers



NEWPORT BEACH POLICE DEPARTMENT
870 Santa Barbara, P.O. Box 7000, Newport Beach, CA 92658-7000

MEMORANDUM

October 27, 2010

TO: Office of the City Attorney
FROM: Lieutenant Dennis Birch
SUBJECT: SLBTS Facilities

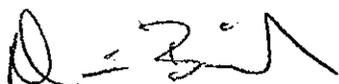
On October 21, 2010, a check of known Parolees and Probationers was conducted against the addresses provided for SLBTS facilities in the City of Newport Beach. The check was conducted by members of the California Department of Corrections and Rehabilitation and the Orange County Probation Department based on available information to the agencies at that time. No known parolees or probationers are listed as residents of any of the SLBTS facilities as of October 21, 2010. There are 43 people currently on parole living in the City of Newport Beach.

Parole is given to a person that has been convicted of a crime and sentenced to State Prison. Probation is given to subjects that have been convicted of lesser crimes who may or may not have served a term in jail. Typically, as part of a probationer's or parolee's status, they are required to report to a probation officer or parole agent. Part of that reporting process is to indicate a residence address.

Individual parole agents and probation officers conduct regular checks of subjects under their supervision. These checks include verification of residency and compliance with the terms of individual conditions of probation or parole. In California, there are subjects on "Non-Revocable Parole" (NRP) and informal probation whose oversight by the respective agencies may be less than mentioned above. On rare occasions, there may be subjects from other jurisdictions (Cities, Counties and States) that may, for various reasons, serve their probation/parole in Orange County or Newport Beach. These subjects are required to report to the appropriate agency and are subject to the same requirements as those from this jurisdiction. Some subjects on parole or probation will violate the terms of their parole or probation; however they then face various consequences from the respective agencies or courts. These consequences may include further jail or prison terms.

As a matter of routine, the Newport Beach Department conducts checks and searches of subjects on probation and parole. These checks are conducted as the result of investigations, routine contacts in the course of daily police activities and specific checks related to probation or parole status. One of the Police Department's 2010 Goals is to conduct at least two parole/probation operations per month. These operations are conducted based on known or potential crime problems in the City of Newport Beach.

Though the Orange County Probation Department and California Department of Corrections and Rehabilitation records are reliable, there are occasions and circumstances where these records may not be accurate. Generally, these occasions are the exception and not the rule. The Police Department cannot speak with specificity on the accuracy or reliability of information held by either the Department of Corrections and Rehabilitation of the Probation Department.



Lieutenant Dennis Birch
Detective Division
Newport Beach Police Department
