

From: "Cara Ryke" <cara.kb2@verizon.net>
To: <lynette.ferenczy@longbeach.gov>
Date: 02/04/2011 08:55 AM
Subject: Glorious Manor

3644 East Fifth Street
Long Beach, CA 90814

February 4, 2011

Lynette Ferenczy
333 W. Ocean Blvd., 5th Floor
Long Beach, CA 90802

Dear Ms. Ferenczy:

We are writing about the request to consider an appeal of the Planning Commission decision to deny a Conditional Use Permit to establish a teen counseling center (18 years and under) to include tutoring, substance abuse and general counseling services in an existing commercial building located in a residential zone at 420 Grand Avenue. Our house is located around the corner from 420 Grand Avenue in the stated residential zone. This is a residential zone where homeowners take pride in their homes and strive to improve their properties.

Gloria Calixto has a history of disregarding city ordinances, zoning laws, and her neighbors in this residential zone. Previously she operated a shelter that caused a nightmare of problems in the neighborhood. Abandoned shopping carts, trash, tagging, and small burglaries in the neighborhood were common during her tenure, along with excess noise and fights that required a police presence. Some of the nuisance issues could not be directly linked to Glorious Manor; however, there was a sudden decrease in activity when the city closed this unlicensed facility. There was a strong neighborhood reaction to this affliction on our quality of life. Ms. Calixto has shown only spiteful behavior toward us, her neighbors in this residential zone. We are very concerned about this permit; given this is a residential neighborhood zone, Gloria's history, and that the city does not have the resources to monitor this facility in the future. So we strongly urge the Department of Development Services to deny this appeal.

Sincerely,

Ryan and Cara Ryke

c/ Gary DeLong

H-1

**APPEAL BEFORE THE CITY COUNCIL OF THE
CITY OF LONG BEACH CALIFORNIA**

Appellant: Gloria Calixto

Respondent: Long Beach Planning Department

On Agenda: 2/8/2011

Title: Request to grant the appeal of Gloria Calixto and set aside the decision of the Planning Commission to deny a Conditional Use Permit to establish a teen counseling center (for 10 to 18 years) to include tutoring and counseling (general and substance abuse counseling services) in an existing nonconforming commercial building located at 420 Grand Avenue with the R-3-T residential zone (District 3).

The appellant, Gloria Calixto, is requesting the right to use an existing commercial building for a teen counseling center (the building was previously licensed as a live in facility for the elderly and as a group home). **The property is zoned for the proposed use.** Ms. Calixto is ready to operate the facility once it is approved and will run the program with the following limitations:

1. **Clientele:** Clients will be from ages 10-18 only.
2. **Supervision:** Staff will be present at all times. Other than for ingress and egress, loitering or socializing on the exterior of the facility will not be allowed. There will be no less than one supervisor for every 4 to 7 children.
3. **Hours:** The facility will be open no later than 7:00 p.m. from Monday through Sunday. Most sessions will start at approximately 2:00 p.m.
4. **Traffic:** All clients, assistants or parents to the clients will arrive and leave by the organization's transport minimizing impact on traffic and parking in the area.
5. **Management:** The program will be managed by a not for profit corporation Glorious Manor, II and administered by licensed professionals only: counselors, teachers and social worker as is appropriate.
6. **Limited Access:** There will be no walk-ins. One must arrive by approved transport only.
7. **Food:** The only meals served will be previously prepared food. There will be no cooking of food on the premises.
8. **Race, Ethnicity or Geography of Population:** The participants are multi-racial individuals who will be from all parts of the City of Long Beach as well as Los Angeles County.
9. **Drugs/Alcohol/Cigarettes:** Use of drugs, alcohol and cigarettes will be prohibited and the rules strictly enforced.
10. **Cleanliness:** Littering and graffiti are prohibited. Property has been maintained by owner for the last four years without complaint.
11. **Prior Use:** As shown in the attached EXHIBIT 1, the homeless facility mistakenly operated by Calixto was funded by the Los Angeles Homeless Services Authority under an Emergency Housing Facilities Vendor Agreement.

EXHIBIT 1

LOS ANGELES HOMELESS SERVICES AUTHORITY
RULES FOR EMERGENCY HOUSING FACILITIES
RECEIPT OF ACKNOWLEDGMENT

Facility Name: Glorious Mannor Home Inc

Vendor Name: Gloria Calixto

Vendor Address: 420 Grand Avenue Long Beach, CA 90814

Vendor Phone: 562-621-6484 Fax: 562-621-1463

I GLORIA CALIXTO certify that I am the authorized representative of the above-mentioned emergency housing facility, and that I have received, read and understand the attached "Rules for Emergency Housing Facilities" ("Rules") on behalf of my facility.

I understand that my facility may be denied payment, suspended or removed from the Approved Vendor List if my facility or its staff violates or fails to comply with any of the Rules, including but not limited to, failing to correct violations cited by the Los Angeles Homeless Services Authority (LAHSA) or the Department of Health Services (DHS).

I also understand any person who purchases or receives a LAHSA voucher without furnishing a room to the participant named on the voucher, with the intent to submit the voucher to LAHSA for reimbursement, is guilty of fraud and subject to civil and criminal prosecution.

I certify that services in the amount that are claimed have been rendered and used by the participant for whom authorized, as verified by his/her signature. I understand and agree that if information is given which is not true or the voucher is not used for its intended use, I may be criminally prosecuted and have to pay a fine or go to jail.

Gloria Calixto
(Signature of Authorized Representative)

06/15/06
(Date)

Gloria Calixto
(Signature of Facility Owner)

06/15/06
(Date)

91-0610780
(Social Security or Tax I.D. Number)

(Date)

June 15th 2008

Manager: Gloria Calixto

Glorious Mannor Home Inc.

420 Grand Ave

Long Beach, CA 90814

SUBJECT: EMERGENCY HOUSING FACILITIES VENDOR AGREEMENT

Dear Manager of Operations

We have approved the Emergency Housing Facility Vendor Agreement for Glorious Mannor Home Inc. and can now begin to issue vouchers for families referred to Glorious Mannor Home Inc. Enclosed please find the following:

- Vendor Agreement Information
- Rules For Emergency Housing Facilities
- Receipt Of Acknowledgment Of Rules For Emergency Housing Facilities Form
- Voucher Recipient Notice (In English and Spanish)
- Lodging Order and Invoice Form
- Emergency Housing Facility Complaint Record Form

Please contact Armando R Carrillo, or Monica Garcia Emergency Resource Housing Specialist at Los Angeles Homeless Services Authority at (213) 225-8557 for additional information.

Sincerely,

Robin Conerly

Executive Director

Enclosures

RULES FOR EMERGENCY HOUSING FACILITIES**Page 1 of 6**

The following rules for emergency housing facilities:

A. BUILDING & FIRE AND SAFETY REQUIREMENTS

Conditions which constitute a danger, make the premises unhealthy for human habitation and are subject to inspection by Building & Safety or Fire Departments include, but are not limited to, the following:

1. BUILDING & SAFETY

- a. Inadequate weatherproofing for ceilings and walls, if habitability is immediately affected thereby.
- b. Broken windows or broken glass within sleeping rooms or in public areas.
- c. Cracks or holes in interior walls of one inch in diameter or greater.
- d. Plumbing facilities that are malfunctioning in such a way as to threaten health of occupants.
- e. Any other condition designated by an enforcing agency as dangerous or unhealthy for human habitation.

2. FIRE

- a. Inoperable or absent fire escapes.
- b. Inoperable or absent fire extinguisher.
- c. Inoperable or absent fire hoses.
- d. Lack of either a functioning fire alarm system or a system of smoke detectors.
- e. Where automatic door closers are utilized on stairway doors, such door closers shall be operational.
- f. Any other condition designated by an enforcing agency as dangerous or unhealthy for human habitation.

FOR EMERGENCY HOUSING FACILITIES

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HABITABILITY REQUIREMENTS (Cont.)

- e. Occupants shall have the only key to their rooms except for the master key(s) or one set of authorized duplicate keys kept in the custody of management; if multiple or unauthorized duplicate keys are found to exist, the lock must be re-keyed.
- f. All communal bathrooms shall have toilet stalls and bathing facilities that can be locked from the inside or such bathrooms shall themselves be able to be locked from the inside.
- g. All voucher recipients shall be supplied with adequate toilet tissue and soap at check-in and shall be supplied with additional toilet tissue and soap upon reasonable demand.
- h. All flooring shall be maintained in a safe condition.
- i. Each room shall contain a bed and a place in which to store clothing, both in good repair.
- j. On arrival at a facility, each voucher recipient shall receive freshly laundered, untorn bed linen, a freshly laundered towel, and his room shall contain a mattress and pillows which are dry, clean and untorn.
- k. Necessary security and supervision shall be supplied within the facility reasonably to maintain occupant safety and prevent vandalism, which shall include 24 hours a day on premises Manager(s) in facilities of over 16 units, house rules which are enforced and, shall also include supervised access to the facility.

A VENDOR PROMPTLY MUST MOVE A VOUCHER RECIPIENT TO A ROOM NOT IN VIOLATION OF THE ABOVE RULES, IF THE ROOM IN WHICH THE VOUCHER RECIPIENT HAS BEEN PLACED IS IN VIOLATION OF ANY OF THE ABOVE RULES AND THE VOUCHER RECIPIENT REQUESTS ANOTHER ROOM. LAHSA SHALL NOT PAY THE VENDOR FOR ANY AND ALL ROOMS THAT DO NOT MEET THE ABOVE RULES.

C. SERVICE REQUIREMENTS

- 1. All voucher facilities shall perform the following services:
 - a. Furniture shall be clean and kept in good repair.
 - b. Facility maintenance services shall be provided for each room/sleeping area and for all corridors and public areas.
 - c. Bedding shall be replaced at least once a week with freshly laundered, untorn linen. The linen shall include at least two sheets and a pillowcase. The necessary number of blankets shall be supplied, depending upon the weather and the heating available in each room/sleeping area.

FOR EMERGENCY HOUSING FACILITIES**Page 3 of 6****HABITABILITY REQUIREMENTS (Cont.)**

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REQUIREMENTS FOR EMERGENCY HOUSING FACILITIES**Page 4 of 6****SERVICE REQUIREMENTS** (Cont.)

- d. Freshly laundered towels shall be provided twice a week.
 - e. Mattresses and pillows shall be checked to ensure that they are dry at the time that facility maintenance is provided.
 - f. All windows shall be equipped with shades, curtains, and drapes or frosted glass; screens shall be provided on the first three floors of multi-story building.
2. All voucher hotels shall be in compliance with the Public Health Code, State Housing Law, all applicable building and safety codes and Los Angeles County (and/or City) public health ordinances and regulations.

WILLFUL AND/OR REPEATED VIOLATIONS OF ANY OF THE ABOVE MAY LEAD TO THE REMOVAL OF THE ENTIRE FACILITY FROM THE APPROVED VENDOR LIST.

D. VOUCHER PROCESSING REQUIREMENTS

Vendors who accept the "Lodging Invoice" (vouchers) for LAHSA clients shall agree to:

1. Comply with all applicable laws regarding non-discrimination. Vendors/contractors shall not refuse services without good cause to any client. Good cause shall be defined as:
 - a. Drunk or disorderly conduct.
 - b. Behavior that could cause injury to self, other persons or to property.
 - c. Conduct that infringes upon the rights of others.
 - d. Clients who have a history of misconduct as defined above.
2. Agree not to exchange vouchers or portions of vouchers for cash or other remuneration.
3. Not transfer vouchers from one client to another, from one vendor/contractor to another, or from one facility to another owned by the same vendor/contractor.
4. Advise the LAHSA if ownership of the hotel changes.
5. Maintain a register type log.
6. Accept payment only for the dates authorized on the voucher and not accept payment for beds prior to arrival of the clients. The rate of pay is for single room occupancy with the exception of a couple's case or an approved dormitory facility.

S FOR EMERGENCY HOUSING FACILITIES

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VOUCHER PROCESSING REQUIREMENTS (Cont.)

7. Understand and agree that if information is given which is not true or this voucher is not used for its intended use, they may be criminally prosecuted and have to pay a fine or go to jail for failure to follow any of the conditions stated in this document.
8. Ensure that all new employees are properly trained for their job, including handling the above requirements.
9. Permit properly identified representatives of LAHSA to inspect copies of invoices already submitted for payment or in the hands of the vendor and not submitted for payment.
10. Permit properly identified LAHSA representatives to review and inspect any and all operations maintained in connection with the provision of housing services.
11. Process LAHSA vouchers as follows:
 - a. Examine all vouchers before providing goods or services to ensure that the number of days, time period covered, rate, and total amount authorized are consistent.
 - b. Refuse to accept vouchers that appear altered in any way and ask the LAHSA client to return to the district office of issuance.
 - c. Refuse to accept vouchers when clients do not arrive on the first day of authorization and ask LAHSA client to return to LAHSA. Vendors will not be paid if clients show up on any other day except the first day of authorization.
 - d. Require clients to sign their names and room numbers daily on the front side of the vouchers as the services are rendered. The vendor shall enter the date and the client shall sign for each meal when the meal is served. Ensure the client signs every twenty-four (24) hours for each night's housing. LAHSA will not pay for any voucher unless the LAHSA client has entered the room number on the form each day.
 - e. For LAHSA clients who sign with a mark, obtain two witness' signatures are required each time. Each witness always signs right after the mark, on the same line.

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ES FOR EMERGENCY HOUSING FACILITIES

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VOUCHER PROCESSING REQUIREMENTS (Cont.)**12. Submit voucher claims/invoices as follows:**

- a. Not permit anyone other than the actual provider of goods or services to submit claims to LAHSA or to receive payments from the Department.
- b. In the spaces indicated, fill in the total number of lodging nights provided and the meals/lodging amount claimed.
- c. Sign the certification section, provide the Tax Identification Number, Social Security Number, and enter your mailing address only if it is different from the street address printed on the form.
- d. Submit invoices within sixty (60) days following the month of service.
- e. Retain pink copy in vendor's files.
- f. Send the original copy to:

Los Angeles Homeless Services Authority
Armando R Carrillo, Emergency Housing Specialist
453 S. Spring Street, 12th Floor
Los Angeles, CA 90013

VIOLATIONS

Violations of any of the above mentioned requirements may lead to denial of payment, suspension, or permanent removal from the Approved Vendor List; to the immediate closure or repair of the emergency housing facility. Vendors certify that services in the amount claimed have been rendered and used by the LAHSA participant for who authorized, as verified by his/her signature. Vendors and participants understand and agree that if information is given which is not true or this voucher is not used for its intended use, they may be criminally prosecuted and have to pay a fine or go to jail.