

June 21, 2022

H-23

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Receive the supporting documentation into the record, conclude the public hearing, and grant an Entertainment Permit with conditions for entertainment without dancing to El Barrio Neighborhood Bar LLC, dba El Barrio Cantina, at 1731 E. 4th Street. (District 2)

DISCUSSION

The Long Beach Municipal Code (LBMC) requires an application be filed and a hearing held before the City Council whenever this type of activity is requested and before an entertainment permit (Permit) is granted or denied.

The LBMC also requires the City Council to approve the issuance of the Permit if they find that: the issuance of the Permit at the proposed location is consistent with federal, State, and local laws, rules, and regulations; it will not constitute an undue burden on the neighborhood; the applicant(s) or responsible persons have not been convicted of any misdemeanor involving moral turpitude or felony offense within the past five years; and, neither the applicant(s) nor any responsible persons have a history of committing significant violations of the City of Long Beach (City) code and have not provided false or misleading information on their application.

The City Council has the authority to approve the following options: (1) grant the Permit, with or without conditions; or (2) deny the Permit on the application. Once the Permit is granted, pursuant to LBMC 5.72.120.5, the Permit will be subject to an administrative review by the Financial Management Department every two years. This review process will consist of a multi-department analysis to determine compliance and identify if issues exist. This provision does not affect the City's ability to modify, revoke, or suspend a permit at any time.

City departments have conducted their investigations in accordance with the LBMC. Attached are the departmental investigative reports, history, entertainment permit application, and floor plan.

The following summarizes departmental findings:

- The Police Department recommends that the Permit for entertainment without dancing be approved, subject to conditions.
- The Fire Department finds the building/location meets department requirements for the proposed use.
- The Health and Human Services Department finds the building/location meets department requirements for the proposed use.

- The Development Services Department finds the building/location meets department requirements for the proposed use.

The Financial Management Department, Business Services Bureau, has thoroughly reviewed all submitted department documents and correspondence and recommends the Permit for entertainment without dancing be approved subject to conditions (attached).

In the event that any of the recommended conditions conflict with other permits or licenses, the permittee must adhere to the strictest of the applicable conditions. This location has been licensed as a Restaurant & Ready to Eat Foods with Alcohol since May 2021.

This matter was reviewed by Deputy City Attorney Arturo D. Sanchez on June 1, 2022.

TIMING CONSIDERATIONS

The hearing date of June 21, 2022, has been posted at the business location, with the applicant and property owners within 300 feet notified by mail.

FISCAL IMPACT

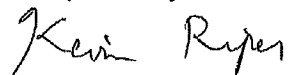
The following fees were collected with the application: Building Review \$23.30 and Zoning Review \$33.00 (Development Services Department), Police Investigation \$1,483.00 (Police Department), and Mailing List \$90.00 and Temporary Entertainment Permit Fee \$454.00 (Financial Management Department).

The following fees will be collected if the application is approved: Business License Annual Tax \$397.04, Employee Rate \$20.62 per employee and Annual Entertainment Regulatory Fee \$352.00 (Financial Management Department).

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



KEVIN RIPER
DIRECTOR OF FINANCIAL MANAGEMENT

APPROVED:



THOMAS B. MODICA
CITY MANAGER

ATTACHMENTS:

- A – FM CONDITIONS
- B – SUMMARY OF APPLICATION
- C – FIVE YEAR HISTORY
- D – MAP
- E – BUSINESS LICENSE APPLICATION
- F – ENTERTAINMENT PERMIT APPLICATION
- G – INFOR PRINT OUT
- H – PD CONDITIONS

EL BARRIO NEIGHBORHOOD BAR LLC dba EL BARRIO CANTINA
1731 East 4th Street, Long Beach, CA 90802

Attachments Summary:

Attachment A	FM Conditions
Attachment B	Summary of Application for Entertainment Permit
Attachment C	Five Year History of Business Establishment
Attachment D	Map
Attachment E	Business License Application
Attachment F	Entertainment Application Packet
Attachment G	INFOR print out
Attachment H	PD Conditions



Recommended Conditions of Operation
El Barrio Neighborhood Bar LLC dba El Barrio Cantina
1731 East 4th Street, Long Beach, CA 90802
Application for Entertainment Without Dancing

The Department of Financial Management recommends **approval** of the Permit subject to the following conditions:

I. STANDARD CONDITIONS OF OPERATION

- 1) The operation of the establishment shall be limited to those activities and elements expressly indicated on the permit application and approved by the City Council. Any change in the operation, which exceeds the conditions of the approved permit, will require that a new permit application be submitted to the City Council for their review and approval.
- 2) Unless separately applied for, reviewed, and approved, no adult entertainment, as defined by section 5.72.115(B) LBMC shall be conducted on the permitted premises.
- 3) The establishment shall remain in compliance with all applicable sections of the Long Beach Noise Ordinance (LMBC Chapter 8.80). In addition, in response to a complaint, the Police Department will enforce Penal Code Section 415 (disturbing the peace) and all other state and local provisions related to the "public peace." Permittee shall conduct all aspects of his or her operation, including before and after-hours deliveries and maintenance, in consideration of residences located nearby. Permittee agrees that the following standard is reasonable: Noise emanating from Permittee's premises shall not be audible from the middle of the street adjoining the premises.
- 4) This Entertainment Permit is an accessory to the primary business. The authorization to provide entertainment on-site is subject to the use remaining a bona fide eating place serving actual and substantial meals. "Meals" means the usual assortment of foods commonly ordered at various hours of the day; the service of such food only as sandwiches or salads shall not be deemed compliant with this requirement. Meals must consist of food prepared on the premises. Hours of sales of alcohol shall be limited to the hours when meals are available.

The premises must be equipped and maintained in good faith. The premises must possess working refrigeration, cooking equipment, utensils, menus, and enough food to make substantial meals. In the event the primary business ceases operation, fails to operate as a bona fide eating place, fails to serve actual and substantial meals, or otherwise fails to comply with this condition, the Entertainment Permit becomes null and void.



- 5) Due to the proximity of neighboring businesses and residences, all door(s) and windows shall be kept closed at all times during any entertainment, except in cases of emergency and to permit deliveries. Said door(s) is not to consist solely of a screen or ventilated security door.
- 6) Deliveries to and from the premises shall be limited to the hours of 8:00 A.M. to 10:00 P.M.
- 7) During all times that the entertainment activities are being conducted, the permittee shall provide an adequate security staff to supervise patrons inside the establishment. For crowds up to fifty (50) people, the permittee shall provide a minimum of one (1) uniformed security guard. For crowds over fifty (50) people, the permittee shall provide a minimum of one (1) additional security guard per fifty (50) people.

The attire of each security guard shall clearly indicate the guard's affiliation with the establishment by means of a pin, shirt, or other visible form of identification. Should the permittee's operations give rise to a substantial increase in complaint/calls for police service, or trash left in the parking lot, the permittee shall increase security staff, implement the use of electronic metal detection equipment, increase outside lighting, or make other changes to the premises or operation as the Chief of Police determines are necessary to protect the safety of the public.

- 8) The permittee shall take reasonable measures to prohibit and prevent the loitering of persons immediately outside any of the entrance/exit doors and the parking lot, at all times while open for business. This should be done by use of security guards and signage indicating words to the effect of, "Please respect our neighbors" or something similar.
- 9) At the conclusion of each event, the permittee shall take reasonable measures to ensure that exiting patrons walk directly to their vehicles, and not loiter in the front of the establishment, the parking lot or the immediate area.
- 10) The permittee agrees to reimburse the City for all costs associated with excessive police services, as determined by the Chief of Police, required as the result of any incident or nuisance arising out of or in connection with the permittee's operations.
- 11) Current occupancy loads shall be posted at all times, and the permittee shall have an effective system to keep count of the number of occupants present at any given time and provide that information to public safety personnel upon request. (LBMC section 18.48.320).
- 12) Any graffiti painted or marked upon the premises, or on any adjacent area under the control of the licensee, shall be removed or painted over within 24 hours of being applied.
- 13) El Barrio Cantina, or its agents, shall not distribute any advertising matter such as signs, posters, or promotional cards, in or upon any public property, or in or on any vehicle in any such place in the City. Distribution of any advertising matter upon private



property shall adhere to the following guidelines: By placing the same matter in a receptacle, clip, or other device designed or intended to receive advertising matter. The permittee shall keep all promoter contracts, including names, addresses, and phone numbers, on file at all times, and be available for inspection at any time.

- 14) The permittee shall be responsible for maintaining free of litter the premises and the area adjacent to the licensed premises over which they have control.
- 15) The permittee shall install and maintain a video surveillance system that monitors no less than the front and rear of the business with full view of the public right-of-ways and any parking lot under the control of the permittee. The video system must be capable of delineating on playback the activity and physical features of persona and areas within the premises. Recordings shall be retained for a minimum of 30 days and be accessible via the Internet by the Long Beach Police Department. A Public Internet Protocol (IP) address and user name/password is also required to allow the Long Beach Police Department to view live and recorded video from these cameras over the internet. All video security cameras shall be installed to the satisfaction of the Chief of Police, Director of Technology Services, and Director of Development Services. At the discretion of the Chief of Police, the permittee may be required to add additional video cameras.
- 16) The permittee shall ensure that all employees attend an alcohol awareness class such as TIPS or LEAD, within the first ninety (90) days of employment. In the event that the LEAD program class is not offered within this ninety-day period, the permittee shall attend the next available class. Proof of completion shall be kept on file at the business and shall be available for inspection at any time.
- 17) The permittee shall maintain full compliance with all applicable laws, ABC laws, ordinances, and stated conditions. In the event of a conflict with the requirements of this permit, your conditional use permit, or your Alcoholic Beverage Control license, the more stringent regulation shall apply.

II. ADDITIONAL CONDITIONS OF OPERATION

- 1) Entertainment activities indicated on your entertainment application shall be restricted to no later than **11:00 PM Monday through Thursday and 12:00 AM Friday through Sunday**. Entertainment can begin at 12:00 PM every day of the week Monday through Sunday.
- 2) The permittee is required to monitor the outside patio area for any nuisance activity that could disturb the surrounding neighbors. This shall be done by utilizing security guards or employees.
- 3) The permittee shall not hire promoters with the intent to advertise/promote or hold any entertainment activities consistent with nightclub entertainment.



- 4) The permittee must provide all promoters, independent contractors, and dancers, hired to conduct entertainment activities with a copy of the approved permit, which shall include a copy of the approved conditions of operation.
- 5) The permittee shall develop and maintain a plan to address neighborhood concerns, related to the operation of the establishment. (i.e. newsletter, meetings, etc.)
- 6) The permittee and/or security shall also ensure that no employee, patron, or entertainer loiters in the parking lot at any time during the operation of the business.

The permittee shall not allow any employee, patron or entertainer, to exit and loiter near the side or rear doors leading to the alley or adjacent building not in the control of the business.

- 7) The parking lot shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or about the parking lot. The position of such lighting shall not disturb the normal privacy and use of any neighboring residences.
- 8) The permittee shall not convert the restaurant, or any portion thereof, into a dance/night club. All entertainment activities shall be conducted in conjunction with regular dining or pre-planned banquet activities. A banquet is defined as a function held at a bonafide eating place wherein complete and substantial meals are provided to the persons in attendance by the management of the restaurant where the function is being held. Fast food, snacks, and hors d'oeuvres shall not constitute a complete and substantial meal.
- 9) The speaker volume in the patio area shall be kept at a low level, so as not to disturb any other businesses or residents. If any noise or disturbance complaints can be attributed to the speaker volume in the patio area, the permittee shall modify or remove existing speakers at the direction of the Chief of Police.
- 10) Entertainment shall not be offered on any day that the restaurant is closed.
- 11) Patrons awaiting entry in a defined "queue" shall be restricted to 4th Street and the line must extend in safe manner of the business. There shall be no "queue" allowed after 11:00 PM, Monday through Thursday nights and 12:00 AM Friday and Saturday nights. All persons gathering outside after the allowed hours shall be considered to be loitering. The public right of way (sidewalk), or an entrance to any business shall not be blocked at any time.

- III. In the event that any of the recommended conditions attached to any permit or license is in conflict, the permittee shall adhere to the strictest of the applicable conditions. In addition, please be advised that your permit is subject to administrative review every two years from the date this permit is issued. If grounds exist for modification, revocation, or suspension of the permit, a hearing will be held.



SUMMARY OF APPLICATION FOR ENTERTAINMENT PERMIT

Attached for your review and action is an application for El Barrio Neighborhood Bar LLC dba El Barrio Cantina. Also, attached are reports from various departments stating their recommended disposition of the subject application. These are summarized as follows:

SUBMITTED FOR CITY COUNCIL ACTION

	<u>Without Concern</u>	<u>With Conditions</u>	<u>With Concerns</u>
Police Department		X	
Fire Prevention Bureau	X		
Health and Human Services Department/Noise Control		X	
Development Services Department	X		

Questions concerning the above may be directed to the following:

Police Department, Chief of Police	570-7301
Fire Department, Fire Prevention Bureau	570-2500
Health and Human Services Department, Noise Control.....	570-4130
Development Services Department.....	570-6623

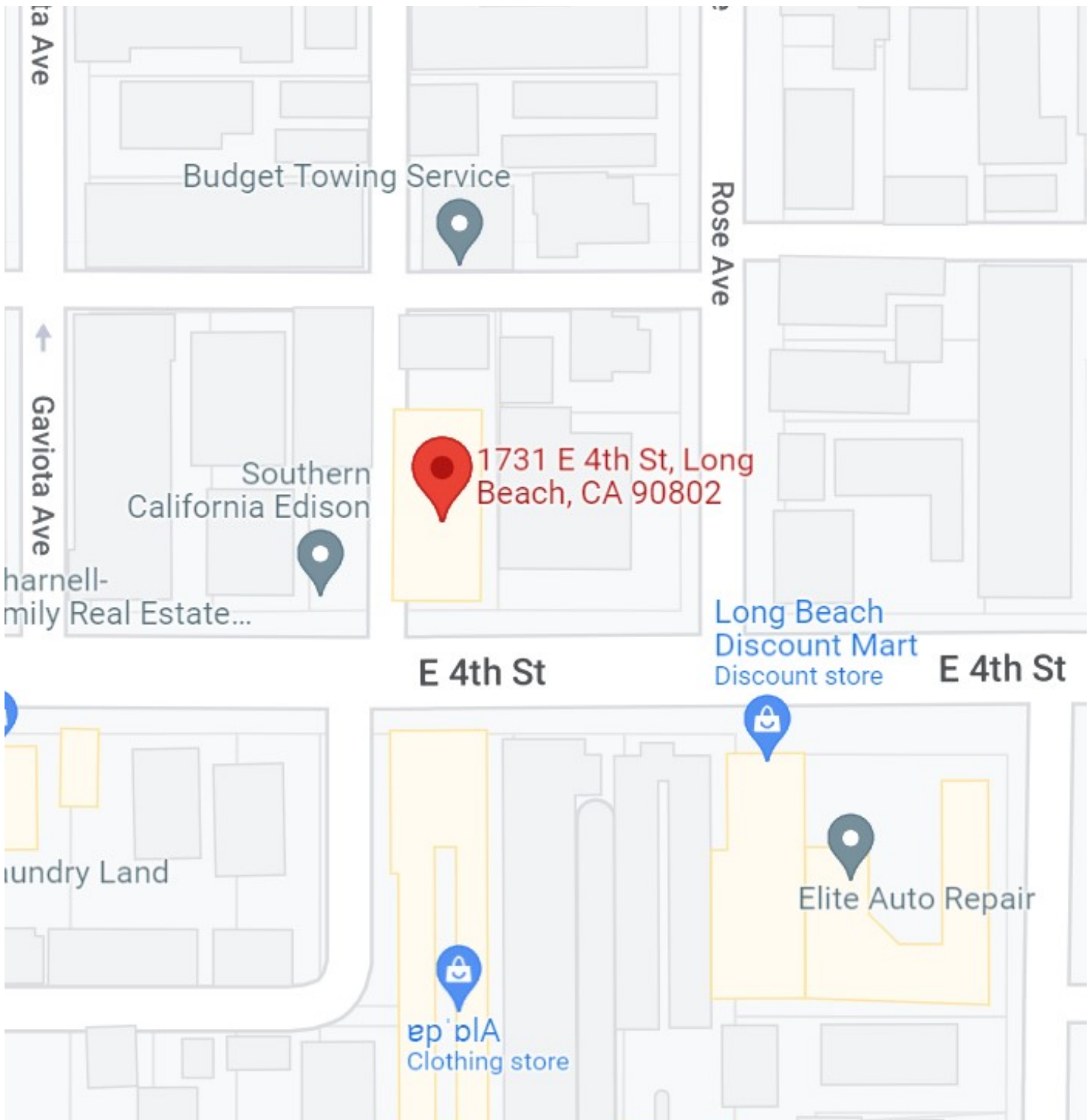
Compiled by: Department of Financial Management
Business Services Bureau

**FIVE YEAR HISTORY OF BUSINESS ESTABLISHMENT
1731 E 4TH STREET**

El Barrio Neighborhood Bar LLC dba El Barrio Cantina Lic # BS22116545 11/2021 – Pending	Entertainment Without Dancing with Alcohol
Barrio Real Estate LLC Lic # BU22116536 11/2021 – Current	Commercial/Industrial Space Rental
El Barrio Neighborhood Bar LLC dba El Barrio Cantina Lic # BU22107905 5/2021 – Current	Restaurant & Ready to Eat Food with Alcohol
Mel Hospitality LLC dba Ashley's Bar & Grill Lic # BS21801838 09/2018 – 02/2022	Entertainment Without Dancing with Alcohol
Mel Hospitality LLC dba Ashley's Bar & Grill Lic # BU21800150 07/2010 – 02/2018	Restaurant & Ready to Eat Food with Alcohol
Ashley's Bar and Grill LLC dba Ashley's Bar & Grill Lic # BS21008610 11/2010 – 02/2017	Entertainment Without Dancing with Alcohol
Ashley's Bar and Grill LLC dba Ashley's Bar & Grill Lic # BS21023170 07/2010 – 02/2018	Pool Tables (2 or less)
Ashley's Bar and Grill LLC dba Ashley's Bar & Grill Lic # BU21023160 07/2010 – 02/2018	Restaurant & Ready to Eat Food with Alcohol

El Barrio Neighborhood Bar LLC dba El Barrio Cantina

1731 E 4th Street, Long Beach, CA 90802





CITY OF LONG BEACH BUSINESS LICENSE APPLICATION

Second Floor, City Hall

411 W. Ocean Boulevard, Long Beach, CA 90802

ATTACHMENT E

www.longbeach.gov

LBBIZ@LongBeach.gov

(562) 570-6211

GENERAL INFORMATION

OWNER/ENTITY NAME El Barrio Neighborhood Bar LLC	DRIVER'S LICENSE NO [REDACTED]	STATE [REDACTED]	SOCIAL SECURITY NO. [REDACTED]	HOME OCCUPATION <input type="checkbox"/> Y <input type="checkbox"/> N
BUSINESS NAME (D.B.A.) El Barrio Cantina	TYPE OF BUSINESS (BE SPECIFIC) Restaurant with Liquor		EMAIL: [REDACTED]	
BUSINESS ADDRESS 1731 E 4th Street	STREET	CITY Long Beach	STATE CA	ZIP 90802
BUSINESS ADDRESS (if same write SAME)**	STREET	CITY	STATE	ZIP
BUSINESS ADDRESS (if same write SAME) SAME	STREET	CITY	STATE	ZIP
LIST OF PRINCIPAL OFFICERS, MEMBERS, PARTNERS AND RESIDENTIAL ADDRESSES (IF MORE, PLEASE ATTACH A LIST)			TITLE	% OWNERSHIP
[REDACTED]			Member	50
[REDACTED]			Member	50

New Business Address Change Ownership Change Secondary License Sole Owner Partnership Corporation LLP LLC

BUSINESS OPERATIONS INFORMATION

START DATE 10/2021	NO. OF EMPLOYEES 0	NO. OF VEHICLES 0	FEDERAL TAX ID. NUMBER [REDACTED]	SALES & USE TAX (SELLER'S PERMIT) NO.
DOES YOUR BUSINESS HAVE A CALIFORNIA STATE LICENSE? <input type="checkbox"/> Y <input type="checkbox"/> N	STATE LICENSE NO.	CLASSIFICATION(S)	RENEWAL DATE	
HAVE YOU EVER HAD A BUSINESS LICENSE/PERMIT REVOKED OR SUSPENDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	LICENSE/PERMIT NO.	ISSUING AGENCY	CLASSIFICATION & DATE OF SUSPENSION/REVOCATION	

FOOD/ALCOHOL/TOBACCO/ENTERTAINMENT

Do you plan to sell or serve food? (Includes pre-packaged) Y N
If serving food, how many seats?: 90

Do you plan to sell or serve alcoholic beverages? Y N

ABC License number: 626790 Type: 47
Conditions Included: (If yes, please attach to application) Y N

Does your business have amusement machines, video games, vending machines, jukebox and/or pool tables? Y N
How many: _____ Type: _____ Owner: _____

Do you plan to sell tobacco products/paraphernalia? Y N

Do you plan to operate a Smoking Lounge? Y N

Will you deal with, use, store or transport cannabis? Y N

Will you have Music Dancing Performers Adult Entertainment? Will you use, store, or transport chemicals (new or waste state)? Y N

SERVICES/FUND RAISING

Will you offer massage, tanning, herbal therapy, escort or any other services that improve the health or well being of another? Y N

Will you engage in fund raising? Y N

Will you deal in coins, firearms, jewels or second-hand property? Y N

Will you perform Parking Management? If so, please attach a detailed list of all activities? Y N

BUILDING AND FACILITY INFORMATION

Property Owner's Name: Barrio Real Estate LLC

Business sq. ft.: 4000 Warehouse on site? Y N

Do you: Own or Rent/Lease your business property?

HAZARDOUS MATERIALS/MEDICAL WASTE

Will you manage or produce bio-hazardous materials or waste? Y N

ACKNOWLEDGMENT TO BE COMPLETED BY SOLE OWNER, PRINCIPAL OFFICERS, MEMBERS OR PARTNERS

I understand that before I can operate my business in Long Beach, my establishment must comply with applicable City departmental laws and regulations completely and I must obtain a business license and all necessary Federal State and local permits or I will be in violation of L. B. M. C. Chapter 3.80. I declare that I am authorized to complete this application and that the information and statements provided are true and correct. SIGN and return this statement with your remittance. Make checks payable to City of Long Beach.

Signature: [Signature] Date: 10/26/21 PRINT NAME/TITLE: MEMBER JOE LIN

Signature: [Signature] Date: 10/26/21 PRINT NAME/TITLE: Manager Lisa Duron

DO NOT WRITE BELOW THIS LINE

Inspection(s): <input type="checkbox"/> Bldg <input type="checkbox"/> Fire <input type="checkbox"/> Health <input type="checkbox"/> HazMat <input type="checkbox"/> PD <input type="checkbox"/> Other	Prev Use: _____	Exp. Date: _____
Basic Tax	Prev Lic: _____	Exp Date: _____
Employees # _____ @ \$ _____ = _____	District: _____	Zoning Review Y N N/A By: _____ Date: _____ New construction Reuse Zone: _____ Comments: _____
Vehicles # _____ @ \$ _____ = _____	CRT: _____	
Other # _____ @ \$ _____ = _____	SIC: _____	
PIA	NAICS: _____	
PIA Employees # _____ @ \$ _____ = _____	Entered by: <u>[Signature]</u>	
Regulatory	Date: _____	
Investigation		
Misc. Fees		
Sub Total		
Zoning		
Building Review		
Total \$ _____		



**DEPARTMENT OF FINANCIAL MANAGEMENT
BUSINESS SERVICES BUREAU**

Annual Entertainment Permit Application

(Print all information in blue or black ink)

Application Instructions

Complete the application and all accompanying forms legibly in black or dark blue ink. Forms completed in pencil will be returned. All authorized individuals must sign and date the forms, where applicable. Incomplete applications will not be accepted.

Submit your application along with the non-refundable application fee in person to the City of Long Beach Business License Division, 411 W. Ocean Blvd., 2nd Floor, Long Beach, CA 90802. Applications will be accepted Monday through Friday from 7:30 a.m. to 4:00 p.m.

Type of Entertainment Permit	Application Fees (Total)
Entertainment with/without Dancing	\$1,504.45
Pool/Billiard Hall (3 or more tables)	\$1,654.45
Entertainment Retail Business	\$793.45
Temporary Entertainment Permit	\$415

The application will be reviewed by Business License, Planning, Building, Fire, Health, and PD. After the departments have reviewed, a City Council hearing will be held. For the complete application process, visit www.longbeach.gov/entertainmentpermit.

Section A – Entertainment Type

<input type="checkbox"/> Entertainment with Dancing (Bar)	<input type="checkbox"/> Entertainment without Dancing (Bar)
<input type="checkbox"/> Entertainment with Dancing (Restaurant)	<input checked="" type="checkbox"/> Entertainment without Dancing (Restaurant)
<input type="checkbox"/> Entertainment (Retail)	<input type="checkbox"/> Social Club
<input type="checkbox"/> Pool/Billiard Hall	<input type="checkbox"/> Other _____

Section B – Business Information

<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Company (LLC)	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership (LLP)	<input type="checkbox"/> Sole Proprietorship

APPLICANT NAME (LEGAL OWNERSHIP STRUCTURE):

El Barrio Neighborhood Bar LLC

BUSINESS NAME (DBA):

El Barrio Cantina

PLACE AND DATE OF FILING OF DBA:

CA 3/3/21

BUSINESS SITE ADDRESS:

1731 E 4th Street, Long Beach CA 90802

TAXPAYER IDENTIFICATION NUMBER:

SECRETARY OF STATE REGISTRATION ENTITY ID (IF APPLICABLE):

TYPE: SSN/ITIN EIN NIN

APPLICANT/BUSINESS PHONE:

APPLICANT/BUSINESS EMAIL ADDRESS:

MAILING ADDRESS:

Section C – Owner(s) Information

LAST NAME: Lin	FIRST NAME: Joe
HOME ADDRESS: [REDACTED]	
PHONE: [REDACTED]	EMAIL: [REDACTED]
BUSINESS TITLE: Member	PERCENTAGE OWNED: 50%
DATE OF BIRTH: [REDACTED]	PLACE OF BIRTH: [REDACTED]
GOVERNMENT ISSUED ID NUMBER: [REDACTED]	ISSUING STATE: [REDACTED]

LAST NAME: Duron	FIRST NAME: Lisa
HOME ADDRESS: [REDACTED]	
PHONE: [REDACTED]	EMAIL: [REDACTED]
BUSINESS TITLE: MEMBER	PERCENTAGE OWNED: 50%
DATE OF BIRTH: [REDACTED]	PLACE OF BIRTH: [REDACTED]
GOVERNMENT ISSUED ID NUMBER: [REDACTED]	ISSUING STATE: [REDACTED]

LAST NAME:	FIRST NAME:
HOME ADDRESS:	
PHONE:	EMAIL:
BUSINESS TITLE:	PERCENTAGE OWNED:
DATE OF BIRTH:	PLACE OF BIRTH:
GOVERNMENT ISSUED ID NUMBER:	ISSUING STATE:

LAST NAME:	FIRST NAME:
HOME ADDRESS:	
PHONE:	EMAIL:
BUSINESS TITLE:	PERCENTAGE OWNED:
DATE OF BIRTH:	PLACE OF BIRTH:
GOVERNMENT ISSUED ID NUMBER:	ISSUING STATE:

*Attach additional pages if necessary

Section D – Agent for Service of Process
 (Not required for sole owners or partnerships)

LEGAL LAST NAME: Leonard	LEGAL FIRST NAME: Michael	
MAILING ADDRESS: [REDACTED]	CITY: [REDACTED]	
STATE: [REDACTED]	ZIP CODE: [REDACTED]	COUNTY: [REDACTED]
PHONE NUMBER: [REDACTED]	EMAIL ADDRESS: [REDACTED]	

Section E – Owner Disclosures	Yes	No
1. Has any owner ever been convicted of a misdemeanor involving moral turpitude, or entered into a plea of guilty or nolo contendere to, any felony in the United States or a foreign country within the past 5 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Has any owner ever had a City of Long Beach license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Has any owner ever been denied a business license by the City of Long Beach?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you answered "Yes" to any of the questions above, please provide a written statement detailing the date(s) and circumstances of such convictions, pleas of guilty or nolo contendere, sanctions, fines, denials, suspensions, or revocations, including, but not limited to, specific offenses and/or violations, agency involved, name of any business names, and account numbers.

Section F – Property Information

Is the business located in the Downtown Dining and Entertainment District (DDED)**?

Yes No

If yes, there may be additional requirements your business must meet in order to obtain an entertainment permit. For a map of the DDED boundaries and the DDED requirements, please see **Attachment A.

Is the location: Owned? Rented/Leased?

If rented/leased, state the name and contact information of the property owner(s) below.

PROPERTY OWNER NAME: **Barrio Real Estate LLC**

PROPERTY OWNER PHONE: [REDACTED]

PROPERTY OWNER EMAIL ADDRESS: [REDACTED]

Section G – General Operating Conditions

Note: Attach additional pages if necessary

Alcohol/Food/Additional Businesses

1. Will liquor be sold on the premises? Yes No

If yes, complete the following for each license you hold:

License Type	Alcohol Beverage Control License No.	Premises Type (Club, restaurant, or commercial store)
On sale beer	_____	_____
On sale beer and wine	_____	_____
On sale distilled spirits	_____	_____

2. Is food being sold on the premises? Yes No

a. If yes, list types of food sold: Mexican

3. Is a bonafide-eating place provided on the premises? Yes No

(Bonafide eating place means a place which is regularly used for serving meals for compensation, which has suitable kitchen facilities containing conveniences for cooking an assortment of foods for ordinary meals other than fast foods, sandwiches or salads. The kitchen must contain proper refrigeration for food and must comply with all applicable regulations of the Health and Human Services Department.)

4. Are non-alcoholic beverages sold? Yes No

5. How many tables for seating? ~22

6. Are other types of businesses conducted on the premises? Yes No

a. If yes, list type(s): _____

7. Are pool tables provided? Yes No

a. If yes, indicate how many: _____

b. If yes, license number for pool tables: _____

8. Are amusement machines or jukeboxes provided? Yes No

a. If yes, indicate how many: _____ Amusement machines _____ Jukeboxes

b. If yes, decal number(s): _____

9. Owner of the machines and/or jukeboxes:

Name: _____ Phone Number: _____

Address: _____

Hours of Operation

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open (AM/PM)	11 A	11 A	11 A	11 A	11 A	10 A	10 A
Close (AM/PM)	9 P	9 P	9 P	9 P	12 P	12 P	12 P

Admission and/or Membership Fees

10. Will minors be allowed on the premises? Yes No
11. Will the premises be open to the general public? Yes No
12. Will an admission fee be charged? Yes No
 a. If yes, describe the fee schedule: _____
13. Is there a private area for exclusive use of members and their guests only? Yes No
 a. If yes, types of membership fees: _____
14. Will guests of members pay an admission fee or other charges? Yes No
 a. If yes, describe the fee schedule and other charges: _____

Proximity of Businesses and Residences

15. Are there surrounding businesses? Yes No
 a. If yes, what type(s)? BAR, HEALTHCARE, LIQUOR STORES, GENERAL STORE, RESTAURANTS
16. Are there surrounding residences? Yes No
 a. If yes, approximately how close: 250 feet

Parking Facilities and Arrangements

17. Is parking available? Yes No
 a. If yes, how many parking spaces? 14
 b. If no, what is the street address of the off-premises parking facility?

18. Days and hours parking facility will be available:

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open (AM/PM)	11 A	11 A	11 A	11 A	11 A	10 A	10 A
Close (AM/PM)	9 P	9 P	9 P	9 P	12 P	12 P	12 P

Security

19. Will security guards be provided? Yes No

a. If yes, number of security guards: _____

20. Is there any other type of security provided? Yes No

a. If yes, describe type of security: _____

Days and hours security guards or other security will be provided (fill out completely):

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time (AM/PM)							
End Time (AM/PM)							

21. Will a private security firm be used? Yes No

a. If yes, provide the following information of the contracted security firm:

Name: _____ City Business License No.: _____

Address: _____

Phone: _____ Email: _____

Provide a list of all members with access to the surveillance camera system to be used:

JOE LIN , JESSE PURON , LISA DUFON, ULISES PINEDA ALFARO

Provide a detailed description of the security plan for the proposed business during the scheduled hours of entertainment (Attach additional pages if necessary):

WE ARE LOOKING TO PROVIDE LIVE ACOUSTIC PERFORMANCES FROM TIME TO TIME, IT'LL BE MORE OF BACKGROUND AMBIANCE. TO THE RESTAURANT

WE DO NOT ANTICIPATE THE NEED OF SECURITY, BUT HAVE BEEN IN CONTACT WITH SEVERAL COMPANIES AS NEEDED.

WE WILL BE USING SECURITY CAMERAS THROUGH THIRD PART SERVICES. EG. ADT.

Section H – Proposed Entertainment Activities & Schedule

Entertainment - Restaurant Entertainment – Tavern (bar) Entertainment - Other

Proposed Entertainment Activity:

- Outdoor Entertainment? Y N
- Dancing by patrons, guests, customers, participants, attendees? Y N
- Dancing by performers? Y N
- Live music by more than two (2) performers? Y N
- Amplified music (live)? Y N
- Amplified music (recorded)? Y N
- Disc Jockey? Y N
- Karaoke? Y N
- Adult Entertainment as defined by LBMC Section 21.15.110? Y N
- Adult Entertainment as defined by LBMC Section 5.72.115 (B)? Y N
- Will the establishment serve as a family pool/billiard hall as provided in Section 5.69.090 of the LBMC? Y N
- Any other type of entertainment not listed above? Y N

If yes, briefly describe the entertainment activity: _____

Describe entertainment by performers: _____

Dance Floor? Yes No Stage? Yes No

If yes, provide dimensions of dance floor L _____ x W _____ = _____ sq ft

If yes, provide dimensions of stage L _____ x W _____ = _____ sq ft

Describe floor material and surface type: _____

Proposed Entertainment Schedule:


Please provide the days and times of the week that you would like to have entertainment at your establishment. Please fill out completely. If you do not wish to have entertainment on a certain day, mark N/A.

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start Time (AM/PM)	10 AM	10 AM	10 AM	10 AM	9 AM	9 AM	9 AM
End Time (AM/PM)	2 AM	2 AM	2 AM	2 AM	2 AM	2 AM	2 AM

Section I – Declarations

1. I hereby declare that I am authorized to submit this application on behalf of the entity listed on the application because I am an owner of the entity or because I have authority from the owner.
2. I acknowledge that any false, misleading, or fraudulent statement of material fact in this application by an agent of an owner, or an owner, will be held against the owner and is grounds for denial of this application, or suspension or revocation of the license and permit associated with this application.
3. I hereby declare that I have read and understand all the laws, rules and regulations, and policies and procedures associated with my application; and that I fully understand the nature, meaning, and content of such laws, rules, and policies. I warrant and represent that I will abide by such laws, rules, and policies during the application process after my license is issued by the City.
4. I hereby declare that I have conducted my own research and investigation regarding the compliance of my proposed location with state and local laws, including, but not limited to, location requirements, zoning regulations, and address requirements. I further declare that the proposed location of the entertainment permit fully complies with applicable state and local law.
5. I acknowledge that any promise, representation, or any other statement made to me by any agent or employee of the City that is not contained within this application is null, void, and unenforceable and that I am not relying on any such promise, representation, or statement.
6. I acknowledge the City will review this application for compliance with applicable laws, regulations, and ordinances, and that my application may be denied as allowed by laws, rule, or policies of the City.
7. I acknowledge that this application does not confer an entitlement or a vested right to receive a license and/or permit, and I acknowledge that I must qualify for, and obtain, a license or license status that I am seeking prior to operating or otherwise claiming that I have any such right to a license or to operate.
8. I hereby declare that I have read this acknowledgement and advisement, that I have had the opportunity to consult with, and be represented by, legal counsel of my own choice prior to the execution and submission of this application, and that I am knowingly and voluntarily submitting my application in compliance with this acknowledgement and advisement and all applicable laws.
9. I acknowledge that I am jointly and severally liable for any and all taxes, fees, and charges associated with the license.
10. I hereby declare the information contained within and attached to this application is complete, true, and accurate. I understand any false, misleading or fraudulent statement of material fact is cause for rejection of this application, denial of the license, or revocation of an issued license.
11. I consent for the City of Long Beach, by and through its appropriate officers, agents, and employees to verify and confirm the information contained in this application, and to conduct such other investigations as may be reasonably required by the City of Long Beach, its officers, agents, and employees for the purpose of determining the capability, fitness, and capacity of the applicant to obtain the entertainment permit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Print Name: Joe Lin	Signature: 	Date: 9/21/21
Print Name: Lisa Duron	Signature: 	Date: 9/21/21
Print Name:	Signature:	Date:

Section J – Application Attachments

Staff Only	All Applications
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Department of Health and Human Services Entertainment Permit Application Requirements Form
	Corporation, Limited Liability Companies, Limited Liability Partnerships:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Copy of your Articles of Incorporation/ Organization; and
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Copy of your Statement of Information
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Copy of CA Seller's Permit
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Copy of Alcoholic Beverage Control License <i>with conditions</i>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Copy of Fictitious Business Name Filing, if applicable.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Property Owner Authorization of Entertainment Activities If the applicant is the owner of the property, please include a copy of the title or deed to the property.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Copy of Property Owner's City of Long Beach Commercial/Industrial Business License, if applicable.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Interior Floor Plan to include: <ol style="list-style-type: none"> a. Dimensions of interior floor plan b. Location inside the establishment where entertainment activities will be taking place c. Indicate locations of all exit doors, widths of doors, and panic hardware. d. All fixed seating throughout e. Dance floor dimensions and type of flooring materials used f. If a stage is to be added, give exact measurements including height, location, and materials used
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Parking Agreement/ <u>Parking Plan</u> (if using a parking facility that is not part of the business premises)

If you have any questions as to your occupant load, or if your business will change because of a change in use from a B occupancy with an occupant load less than fifty (50) persons to an A occupancy, (usually an A-3) fifty (50) persons or more but less than 300, a floor plan with the above requirements must be submitted to the 4th floor Planning and Building Department, Plan Check Engineer. For more information, please contact the Planning and Building Department at (562) 570-6651.

These additional requirements may be applicable:

1. Handicapped requirements may apply.
2. All Fire Department approvals to be obtained.
3. Electrical plan check and permit may be required for exit path illumination.



CITY OF LONG BEACH
 DEPARTMENT OF FINANCIAL MANAGEMENT
 BUSINESS SERVICES BUREAU
 BUSINESS LICENSE SECTION

411 W. Ocean Boulevard, 2nd Floor • Long Beach, CA 90802 • (562) 570-6211 FAX (562) 499-1097 • Email: LBBIZ@LongBeach.Gov

PROPERTY OWNER CONSENT AND AUTHORIZATION
OF ENTERTAINMENT ACTIVITIES

I, Joe Lin, declare under penalty of perjury that:
 (Name of Property Owner/ Authorized Representative)


1. I am the Property Owner of record, or the duly authorized representative of the Property Owner, for the real Property located at 1731 E 4th Street, Long Beach CA 90802 ("the Property").
2. The Property Owner acknowledges and consents to the business, EI Barrio Neighborhood Bar LLC, conducting the proposed Tenant Applicant (Corporation/LLC/Partnership/Sole Owner) entertainment activities as indicated on Page 7 of the City of Long Beach Annual Entertainment Permit Application at the Property.
3. No person shall engage in any entertainment activities on the proposed Property without all licenses and permits required by the Long Beach Municipal Code (LBMC) while an entertainment application is pending.
4. The City of Long Beach may enter the property to conduct inspections of the Property during the application process in order to thoroughly investigate whether an entertainment permit should be granted.
5. I have read, understand, and will ensure compliance with the terms of LBMC Chapter 5.72 ("Entertainment and Similar Activities"), as applicable. I further understand that as the legal owner of the property, I am responsible for any violation and nuisance activity which may occur at the above-mentioned property.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


 (Signature of legal owner/ owner representative)

Joe Lin, Member
 (Printed Name & Title)

9/21/21
 (Date)


 (Signature of legal owner/ owner representative)

Lisa Duron, Member
 (Printed Name & Title)

9/21/21
 (Date)

 (Signature of legal owner/ owner representative)

 (Printed Name & Title)

 (Date)

***This authorization form will not be valid without notarization. The authorization form automatically expires upon sale or transfer of the property to a new legal owner. If sale or transfer of the property occurs prior to the applicant obtaining an entertainment permit, the applicant must resubmit this notarized form with approval of the new legal owner of the property.**



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

100 W BROADWAY STE 400 ! LONG BEACH, CA 90802 ! 562-570-6513 FAX 562-570-6930

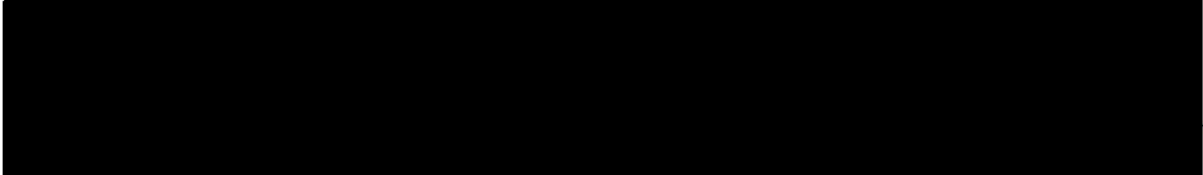
ENVIRONMENTAL HEALTH
NOISE OFFICE

DEPARTMENT OF HEALTH AND HUMAN SERVICES ENTERTAINMENT PERMIT APPLICATION REQUIREMENTS

Date: 10/21/22

Name of Business (DBA): EL BARRIO CANTINA

Name of Business Owner: JOE LIN

Business Address: 

Dear New Business Owners:

The Entertainment establishment must abide by the Long Beach Municipal Code Noise Ordinance, Chapter 8.80.

You must make sure that the noise generating inside your business is not impacting adjacent residences.

If loud music is to be played as part of the entertainment permit, you must also post a sign in the customer area in a conspicuous location that states:

Warning: Sound Levels Within May Cause Permanent Hearing Impairment.

I understand that in order to provide Entertainment, my establishment must comply with the Long Beach Noise Ordinance (LBMC Chapter 8.80)

Owner or Authorized Agent Signature(s) 

Title MEMBER

Phone # 

FAX # _____



California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

LLC Registration – Articles of Organization

Entity Name: EL BARRIO NEIGHBORHOOD BAR
LLC

Entity (File) Number: [REDACTED]

File Date: 03/03/2021

Entity Type: Domestic LLC

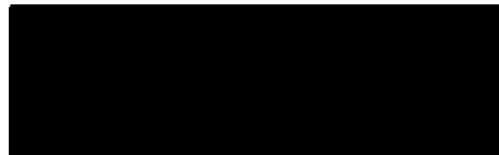
Jurisdiction: California

Detailed Filing Information

1. Entity Name: EL BARRIO NEIGHBORHOOD BAR LLC

2. Business Addresses:

a. Initial Street Address of Designated Office in California:



b. Initial Mailing Address:

P.O. BOX 90834
SAN DIEGO, California 92169
United States

3. Agent for Service of Process:

SAN DIEGO CORPORATE LAW, A
PROFESSIONAL LAW CORPORATION
(C3435765)

4. Management Structure:

More than One Manager

5. Purpose Statement:

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer:

MICHAEL J. LEONARD, ESQ.

Certificate Verification Number: L6MQ72
Use bizfile.sos.ca.gov to verify the certified copy.



California Secretary of State
Electronic Certified Copy

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify that the attached transcript of 1 page is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.



IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of March 09, 2021

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Verification Number: [REDACTED]
Entity (File) Number: [REDACTED]

To verify the issuance of this Certificate, use the Verification Number above with the Secretary of State Electronic Verification Search available at bizfile.sos.ca.gov



YOUR RETURN MAILING ADDRESS

NAME: EL BARRIO NEIGHBORHOOD BAR LLC

ADDRESS: 2109 PERRY AVENUE

CITY: REDONDO BEACH

STATE: CA ZIP CODE: 90278

2021 084440

FILED EXPIRES
Apr 09 2021 Apr 09 2026

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by D. ADYS LINDA

FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

Original- \$26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
 Amended Filing- \$26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)
 Refile- \$26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)
 \$5.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

*1. EL BARRIO CANTINA

2.

Print Fictitious Business Name(s)

City: [REDACTED] State/Country: [REDACTED] Zip: [REDACTED] COUNTY: LA COUNTY City: [REDACTED] State/Country: [REDACTED] Zip: [REDACTED]
 Making address if different

Articles of Incorporation or Organization Number (if applicable): At #ON [REDACTED]

***REGISTERED OWNER(S):

1. EL BARRIO NEIGHBORHOOD BAR LLC

2.

Full Name/Corp/LLC (P.O. Box not accepted)
 [REDACTED]
 Residence Address
 [REDACTED]
 City: CA State/Country: Zip:
 If Corporation or LLC - Print State of Incorporation/Organization

Full Name/Corp/LLC (P.O. Box not accepted)
 Residence Address
 City: State/Country: Zip:
 If Corporation or LLC - Print State of Incorporation/Organization

3.

4.

Full Name/Corp/LLC (P.O. Box not accepted)
 Residence Address
 City: State/Country: Zip:
 If Corporation or LLC - Print State of Incorporation/Organization

Full Name/Corp/LLC (P.O. Box not accepted)
 Residence Address
 City: State/Country: Zip:
 If Corporation or LLC - Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

****THIS BUSINESS IS CONDUCTED BY: (Check one)

- an Individual
- a General Partnership
- a Limited Partnership
- a Limited Liability Company
- an Unincorporated Association other than a Partnership
- a Corporation
- a Trust
- Copartners
- a Married Couple
- Joint Venture
- State or Local Registered Domestic Partners
- a Limited Liability Partnership

****The date registrant started to transact business under the fictitious business name or names listed above: N/A

(Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.

(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).)

REGISTRANT(S)/CORP./LLC NAME (PRINT) EL BARRIO NEIGHBORHOOD BAR LLC TITLE Member

REGISTRANT SIGNATURE [Signature] IF CORP OR LLC, PRINT NAME JOE LIN

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

DEAN C. LOGAN, LOS ANGELES COUNTY CLERK BY: [Signature] Deputy

Rev. 01/2014

P.O. BOX 1208, NORWALK, CA 90651-1208

PH: (562) 462-2177

WEB ADDRESS: LAVOTE.NET

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

SELLER'S PERMIT

May 24, 2021

ACCOUNT NUMBER



EL BARRIO CANTINA
 EL BARRIO NEIGHBORHOOD BAR
 1731 E 4TH ST
 LONG BEACH CA 90802-1905



Office of Control:
 Culver City Office

NOTICE TO PERMITTEE:
 You are required to obey all
 Federal and State laws that
 regulate or control your
 business. This permit does
 not allow you to do
 otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE
 PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT
 OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR
 OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
 For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2788 or 1-916-324-2798.

CDTFA-412-R REV. 18 (6-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdfta.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer.
- You are responsible for filing and paying your sales and use tax returns timely.
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA).
- You are responsible for following the regulations set forth by the CDTFA.

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes. The tax rate applicable to your sales or use may not necessarily correspond to the tax rate of your business address displayed on this permit. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2788 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
TEMPORARY PERMIT (Non-Transferable)

STATE OF CALIFORNIA

Fee: \$100.00
Receipt Number: 2686701
Geo Code: 1932
License Number: 626790



APPLICATION

The undersigned hereby applies for a Temporary Permit, as described above, to be issued in the following name for the premises described below:

EL BARRIO NEIGHBORHOOD BAR LLC

Premises Address:

1731 E 4TH ST
LONG BEACH, CA 90802-1905

Type of License:

This applicant, on May 24, 2021, filed an application for transfer of the license presently issued for the above-described which license No. 589860 was surrendered to the Department on September 29, 2021.

DECLARATION

Should this permit be issued, the undersigned declares that all obligations in connection with the purchase of alcoholic beverages under this temporary permit will be discharged, and that all fees incurred in payment for alcoholic beverages purchased while holding this temporary permit will be honored to presentation.

(To be signed and returned from applicant to the Department of Alcoholic Beverage Control.)

(Applicant's Signature)

Executed at Long Beach, CA this 29th day of September, 2021.

HEREBY

The above-named applicant and the above-named licensee are hereby temporarily permitted to engage in the purchase and sale of alcoholic beverages, in accordance with the provision of Section 24045.5 of the Alcoholic Beverage Control Act, as applied to this permit.

Director of Alcoholic Beverage Control

Executed September 29, 2021 to January 26, 2022

By 
Rich Sills, SSM



License Details

Report Date: Monday, November 01, 2021

LICENSE INFORMATION

License Number: [REDACTED]
Primary Owner: EL BARRIO NEIGHBORHOOD BAR LLC
Office of Application: 03 - LB/LAKEWOOD

BUSINESS NAME

EL BARRIO CANTINA

BUSINESS ADDRESS

1731 E 4TH ST, LONG BEACH, CA, 90802
County: LOS ANGELES
Census Tract: 5765.03

LICENSEE INFORMATION

Licensee: EL BARRIO NEIGHBORHOOD BAR LLC

Company Information

OFFICER: DURON, LISA CHEN (MANAGER)
OFFICER: DURON, LISA CHEN (MEMBER)
OFFICER: LIN FAMILY TRUST U/D/T DATED 8/1/18 (MEMBER)
MEMBER: DURON, LISA CHEN
MEMBER: LIN FAMILY TRUST U/D/T DATED 8/1/18

LICENSE TYPES

47 - ON-SALE GENERAL EATING PLACE

License Type Status: PENDING
Status Date: 24-MAY-2021
Term: 12 Month(s)
Original Issue Date:
Expiration Date:
Master: Y
Duplicate:
Fee Code: P40
Transfers: From License Number: [REDACTED]

58 - CATERER PERMIT

License Type Status: PENDING
Status Date: 24-MAY-2021
Term: 12 Month(s)
Original Issue Date:
Expiration Date:
Master: N
Duplicate: 1
Fee Code: P40
Transfers: From License Number: [REDACTED]

TEMPORARY PERMIT -

License Type Status: ISSUED
Status Date: 29-SEP-2021
Term: 4 Month(s)
Original Issue Date: 29-SEP-2021
Expiration Date: 26-JAN-2022
Master:
Duplicate:
Fee Code:
Transfers: From License Number: [REDACTED]

TEMPORARY PERMIT -

License Type Status: EXPIRED
Status Date: 24-MAY-2021
Term: 4 Month(s)
Original Issue Date: 24-MAY-2021
Expiration Date: 20-SEP-2021
Master:
Duplicate:
Fee Code:
Transfers: From License Number: [REDACTED]

OPERATING RESTRICTIONS:

No Operating Restrictions found

DISCIPLINARY ACTION:

No Active Disciplinary Action found

DISCIPLINARY HISTORY:

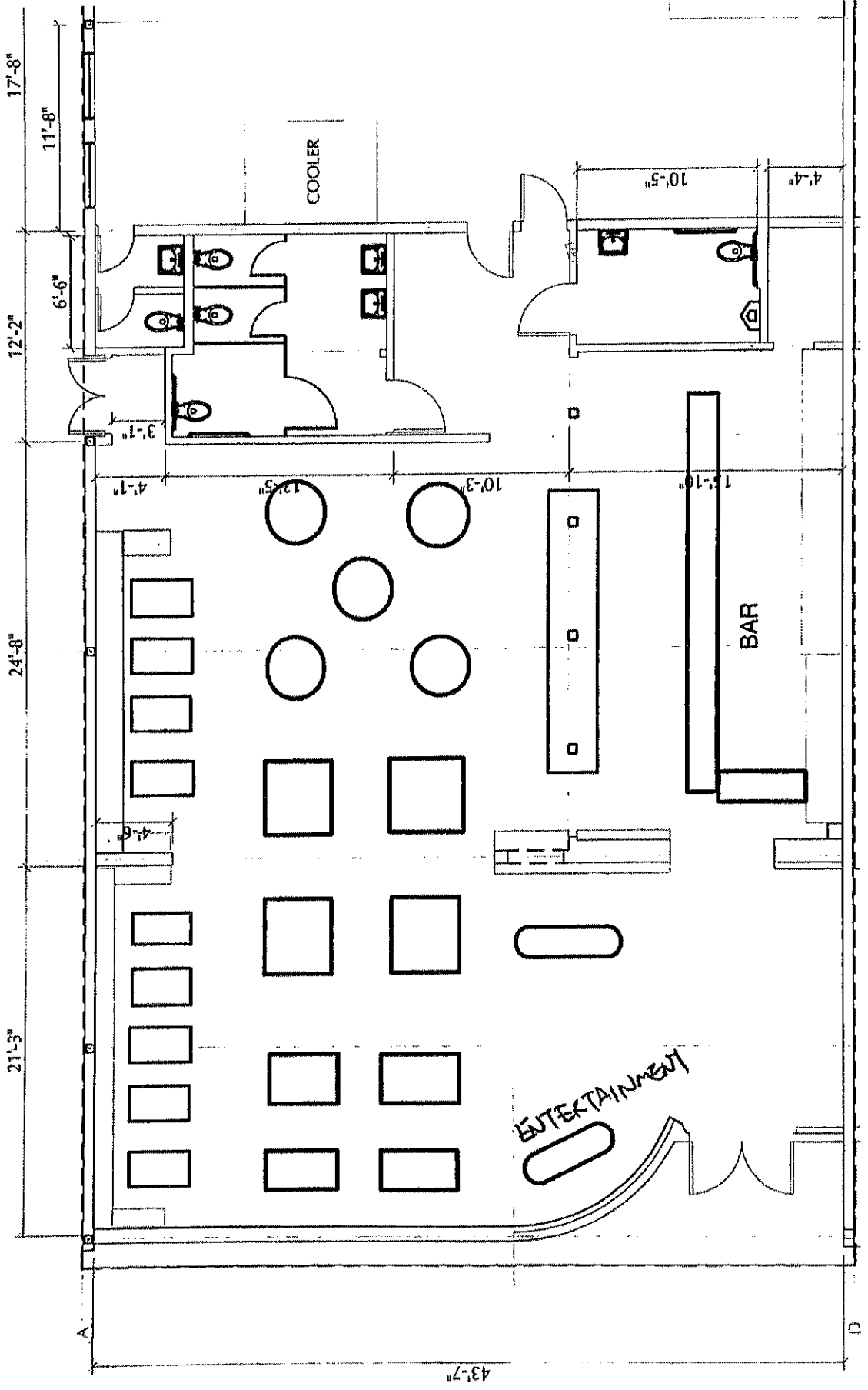
No Disciplinary History found.

HOLDS:

Hold Type: BOARD OF EQUALIZATION HOLD
Hold Date: 03-NOV-2020

ESCROWS:

COMMERCE ESCROW, 1055 WILSHIRE BLVD #1000 LOS ANGELES,CALIFORNIA 90017



Commercial Lease

1. Parties:

This lease is made and entered into by and between Colleen S. Cecil (hereinafter referred to as "Landlord") and El Barrio Neighborhood Bar L.L.C. (hereinafter to as "Tenant").

2. Premises:

Landlord hereby leases to Tenant and Tenant hereby leases to Landlord, on the terms and conditions hereinafter set forth, that certain real property situated in the City of Long Beach, County of Los Angeles, State of California, commonly known as 1720 East Fourth Street, Long Beach, Ca. Lot 4 of Tract No. 2606 in the City of Long Beach, County of Los Angeles, State of California, as per Map recorded in Book 22 page 74 of Maps in the Office of Los Angeles County Recorder.

3. Terms:

The terms of this lease shall be for 24 Months (2 years) commencing on November 1st 2021 to November 1st 2023. At the conclusion of this Lease, the Landlord and Tenant, at their option, can continue this agreement as a month-to-month Lease.

4. Rents:

Tenant shall pay Landlord as rent for the Premises \$1,500.00 (U.S. Dollars) per month, in advance on the first day of each month during the term of this lease. This means that the total rent for the premises is \$18,000.00 per year.

Tenant shall pay to Landlord upon the execution of this Lease the sum of \$1,500.00 as rent for the first month of this Lease.

Rents shall be payable without notice or demand and without any deduction, off-set, or abatement in lawful money of the United States to the Landlord at the address stated herein for notice or to such other persons or such other places as the Landlord may designate to Tenant in writing.

5. Deposits: None

6. Use:

Tenant shall use the Premises only for Vehicle Parking Facility in Connection for the Business Located at 1731 East Fourth Street, Long Beach, CA and for no other purpose without Landlord's prior written consent. Premises cannot be used as a residence. Tenant shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any Insurance covering the Premises or the Building in which the Premises are located.

If Tenant fails to perform Tenant's obligations as stated herein, Landlord may at Landlord's option (but shall not be required to), enter the Premises, after ten (10) days prior written notice to Tenant, put the same in good order, conditions and repair, and the costs thereof together with interest thereon at a rate of 8 (8.0%) percent per annum shall become due and payable as additional rental to Landlord together with Tenant's next rental.

10. Alterations and Additions:

Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions in or about the Premises except for non-structural work which does not exceed \$1,000.00 in cost. As a condition to giving any such consent, the Landlord may require the Tenant to remove any such alterations, improvements, or additions at the expiration of the term, and to restore the Premises to their prior condition. Landlord requires Tenant to remove any alterations, improvements, or additions that Tenant has made to the Premises. Tenant, at Tenants' sole cost, shall restore the Premises to the condition designated before the last day of the term of the Lease.

11. Insurance: Indemnity:

A. Liability Insurance:

Tenant at Tenant's cost and expense shall maintain during the term of this Lease public liability and property damage insurance with a single liability limit of \$250,000.00 U.S. Dollars, and property damage limits of not less than \$1,000,000.00 U.S. Dollars, insuring against all liability of Tenant and its' authorized representatives arising out of and in connections with Tenant's use or occupancy of the Premises. Public Liability insurance and Property Damage shall insure performance by Tenant of the indemnity provisions in subsection (C and D) below, but the limits of such Insurance shall not, however, limit the liability of Tenant hereunder. Landlord and Tenant shall be named as additional insured, and the policies shall contain cross-liability endorsements. If Tenant shall fail to procure and maintain such insurance the Landlord may, but shall not be required to, procure and maintain same at the expense of Tenant and the cost thereof, together with interest thereon at the rate of Eight (8.0%) percent per annum shall become due and payable as additional rental to Landlord together with Tenant's next rental installment.

Tenant at Tenant's cost and expense shall maintain insurance during the term of this Lease any insurance needed to cover any/all liability detailed in the Americans with Disabilities Act. The Liability Insurance shall include any insurance needed by Tenant to insure against any claims arising from Tenant's use or occupancy of the Premises or from conduct of its' business or from any activity specifically within the Americans with

12. Damage or Destruction:

A. Damage – Insured:

If during the term of this lease, the Premises and/or the building and other improvements in which the Premises are located are totally or partially destroyed rendering the Premises totally or partially inaccessible or unusable, and such damage or destruction was caused by a casualty covered under an insurance policy required to be maintained hereunder, such destruction or damage shall not terminate this Lease.

13. Condemnation:

If the Premises or any portion thereof are taken by the power of eminent domain, or sold by Landlord under the threat of exercise of said power (all of which is herein referred to as condemnation), this Lease shall terminate as to the part so taken as of the date the condemnation authority takes title or possession, whichever occurs first.

If this Lease is not terminated as provided hereinabove, then it shall remain in full force and effect as to the portion of the Premises remaining, provided that the rental shall be reduced in proportion to the area taken within the Premises as it bears to the total floor area on the Premises.

All awards for the taking of any part of the Premises or any payment made under the threat of this exercise of the power of eminent domain shall be the property of the Landlord, whether made as compensation for the diminution of the value of the leasehold or for the taking of the fee or as coverage provided, however, that Tenant shall be entitled to any award for the loss or damage to Tenant's fixtures and removable personal property.

14. Assignment and Subletting:

Tenant shall not voluntarily or by operation of law assign, transfer, sublet, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent which consent shall not be unreasonably withheld. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease.

Regardless of the Landlord's consent, no subletting or assignment shall release Tenant or Tenant's obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder for the term of this Lease. The acceptance of rent by Landlord from any other person shall not be deemed a waiver by Landlord of any provision hereof. Consent to an assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

Tenant shall not be relieved from Liability. Landlord's consent to the proposed assignment or subletting shall not be unreasonably withheld.

If Landlord elects to relet the Premises as provided in this section, any rent that Landlord receives from such reletting shall apply first to the payment of any indebtedness from Tenant to Landlord other than the rent due from Tenant to Landlord; secondly, to all costs, including maintenance, incurred by Landlord in such reletting; and third, to any rent due and unpaid under this Lease. After deducting the payments referred to in this section, any sum remaining from the rent Landlord receives from such reletting shall be held by Landlord and applied in payment of future rent as rent becomes due under this Lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this Lease, the rent received from the reletting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including maintenance, that the Landlord shall have incurred in reletting that remain after applying the rent received from reletting as provided in this section.

Landlord has the right to recover from Tenant:

1. The worth, at the time of the award, of the unpaid rent that had been earned at the time of the termination of this Lease,
2. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of the award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided.
3. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided, and
4. Any other amount, including court costs necessary to compensate Landlord, for all detrimental proximately caused by Tenant's default. "The worth at the time of the award", as used in numbers 1 and 2 of this section is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at the time of the award", as used in number 3 of this section is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank at the time of the award, plus one (1.0%) percent.

If Tenant is in default under the terms of this lease, Landlord shall have the additional right to have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

make this Lease prior to the lien of any mortgage, deed of trust, or ground lease, as the case may be.

19. Surrender:

On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear accepted. Tenant shall repair any damage to the Premises occasioned by its use thereof, or by the removal of Tenant's trade fixtures, furnishings and equipment which repair shall include the patching and filling of holes and repair of structural damage. Tenant shall remove all its' personal property and fixtures on the Premises prior to the expiration of the term of this Lease and if required by Landlord pursuant to section 10A, any Landlord on the expiration of the Lease as required by this section, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises.

20. Holding Over:

If the Tenant, with the Landlord's consent, remains in possession of the Premises after the expiration or termination of the terms of this Lease, such possession by Tenant shall be deemed to be a tenancy from month-to-month at a rental in the amount of \$1,750.00 per month plus all other charges payable hereunder, upon all the provisions of this Lease applicable to a Month-to-Month tenancy.

21. Binding on Successors and Assigns:

The terms, covenants and conditions of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

22. Notices:

Whenever under this Lease a provision is made for any demand, notice, or declaration of any kind, it shall be in writing and served either personally or sent by certified United States mail, postage prepaid, addressed at the addresses set forth below.

To Landlord at:

1. Attorney Ryan P. Murphy:

2. Colleen Sue Cecil:

To Tenant at:

1. _____

Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent to accepted, regardless of Landlord's knowledge of such preceding breach at the time of its acceptance or such rent.

28. Incorporation of Prior Agreements:

This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified only in writing, signed and dated by the parties in interest at the time of such modification.

29. Time:

Time is of the essence of this Lease.

30. Severability:

The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions hereof unenforceable, invalid, or illegal.

31. Estoppels Certificates:

Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party a certificate stating that this Lease is unmodified and in full force and effect, or in full forces and effect as modified, and stating the modification. The certificate shall also state the amount of minimum monthly rent, if any, as well as acknowledging that there are not, to that party's knowledge, any uncured defaults on the part of the other party, or specifying such defaults, if any, which are claimed. Failure to deliver such a certificate within the ten (10) day period shall be conclusive upon the party failing to deliver the certificate to the benefit of the party requesting the certificate that this Lease is in full force and effect, that there are no uncured defaults hereunder, and has not been modified except as my be represented by the party requesting the certificate.

32. Covenants and Conditions:

Each provision of this Lease performed by Tenant shall be deemed both a covenant and a condition

33. Singular and Plural:

When required by the context of this Lease, the singular shall indicate the plural.



5/27/2022 08:26

INFORMATION - LICENSE # BS22116545

License Type BS
Application Type Secondary Business License
Description
Primary Applicant
Primary Applicant Last Name EL BARRIO NEIGHBORHOOD BAR LLC
Address Location 1731 E 4TH ST LONG BEACH CA 90802
 License is Pending.
 Current milestone is Pending.
 Current unpaid amount of \$0.00.
 Account [REDACTED]

License Description**Status Dates**

Processed Date 11/1/2021 16:39
by Lori Voss
Start Date 11/1/2021 00:00
by Lori Voss
Inactive Date
by
Last Renewal
by
Next Renewal
Expires
Grace Exp
End Date
by JYGONZA
Last Modified 3/17/2022 10:24

License Description

Property Type COM
License Category 300508
Business Name EL BARRIO NEIGHBORHOOD BAR LLC
DBA Name EL BARRIO CANTINA
 Detailed Description of Business Activities
ENTERTAINMENT WITHOUT DANCING
Application Reason NEWLICENSE
Description Entertainment Without Dancing (Alcohol)
HH/MH: Total # Units 0
Census Tract 0
Council District 2

License Details**Application Details****Description Log**

Application Information Log
 GIS Log
 Conditions of Approval Log

Endorsements

(Tab Not Loaded)

Reviews

(Tab Not Loaded)

Inspections

(Tab Not Loaded)

Conditions
(Tab Not Loaded)

Fees
(Tab Not Loaded)

Applicants

Contact Information

Name EL BARRIO NEIGHBORHOOD BAR LLC
First Name,

MI
Middle Initial

Contact Type MAILING

Address [REDACTED]

Address Line 2 [REDACTED]

City [REDACTED]

State/Province [REDACTED]

ZIP/PC [REDACTED]

Country [REDACTED]

Title [REDACTED]

Expiration Date [REDACTED]

Day Phone [REDACTED]

Mobile Number [REDACTED]

E-Mail [REDACTED]

Foreign no

Corr. Delivery Both

Company Name [REDACTED]

Internet ID Type 1 [REDACTED]

ID 1 [REDACTED]

Internet ID Type 2 [REDACTED]

ID 2 [REDACTED]

Last 4 Digits [REDACTED]

Customer# [REDACTED]

(No Data)

Additional Applicants

Applicant Type	Capacity	Last Name	First Name	Professional ID	Primary DBA	Effective	Expire	Comments
OtherContact	MEMBER	LIN	JOE					Member 50%
OtherContact	MEMBER	DURON	LISA					Member 50%

Sites
(Tab Not Loaded)

Employees
(Tab Not Loaded)


Related Records
(Tab Not Loaded)

Logs
(Tab Not Loaded)

Attachments
(Tab Not Loaded)

Date: March 2, 2022

To: Tara Mortensen, Bureau Manager, Business Relations Bureau

From: Wally Hebeish, Chief of Police 

Subject: **APPLICATION FOR ENTERTAINMENT WITHOUT DANCING PERMIT AT THE EL BARRIO CANTINA- 1731 EAST 4TH STREET**

In response to your request for a recommendation regarding the above-named permit application for Entertainment without Dancing, the Police Department recommends **approval**, subject to the following standard conditions of operation.

El Barrio Cantina is a local restaurant and bar that offers alcoholic beverages, beer, wine and distilled spirits, and showcases a variety of events and entertainment. The establishment is located in the 1700 block of East 4th Street, on the northside of the street. The current owner for the business is El Barrio Neighborhood Bar, LLC. El Barrio Cantina has a valid Type 47 (On-Sale General Eating Place) and Type 58 (Caterer Permit) Alcoholic Beverage Control License. This is a new application for the ownership.

El Barrio Cantina applied for an Entertainment without Dancing Permit requesting outdoor entertainment, live music by more than two (2) performers, live and recorded amplified music, a disc jockey and karaoke. They requested to provide entertainment from 10:00 AM to 2:00 AM, Monday through Thursday and 9:00 AM to 2:00 AM, Friday through Sunday.

The Police Department is recommending entertainment activities shall be restricted to no later than **11:00 PM Monday through Thursday and 12:00 AM Friday through Sunday**. Entertainment can begin at 12:00 PM every day of the week Monday through Sunday.

Based upon the Police Department's Investigation, The South Division Acting Patrol Commander's recommendation, and the crime analysis, the Long Beach Police Department has determined the public's peace, safety, and welfare would not be adversely impacted by the issuance of this permit, provided the appropriate conditions are imposed and observed by the applicant. The Police Department recommends approval of an Entertainment without Dancing Permit.

CONDITIONS OF OPERATION

- 1) The operation of the establishment shall be limited to those activities and elements expressly indicated on the permit application and approved by the City Council. Any change in the operation, which exceeds the conditions of the approved permit, will require that a new permit application be submitted to the City Council for their review and approval.

- 2) Unless separately applied for, reviewed, and approved, no adult entertainment, as defined by section 21.15.110 LBMC shall be conducted on the permitted premises.
- 3) Entertainment activities indicated on your entertainment application shall be restricted to no later than **11:00 PM Monday through Thursday and 12:00 AM Friday through Sunday**. Entertainment can begin at 12:00 PM every day of the week Monday through Sunday.
- 4) This Entertainment Permit is accessory to the primary business, which is a restaurant. The authorization to provide entertainment on-site is subject to the use remaining as a restaurant, meaning a bona fide eating place serving actual and substantial meals.
- 5) "Meals" means the usual assortment of foods commonly ordered at various hours of the day; the service of such food only as sandwiches or salads shall not be deemed compliant with this requirement. Meals must consist of food prepared on the premises. Hours of sales of alcohol shall be limited to the hours when meals are available.

The premises must be equipped and maintained in good faith. The premises must possess working refrigeration, cooking equipment, utensils, menus, and enough food to make substantial meals.

In the event the primary business ceases operation, fails to operate as a bonafide eating place, fails to serve actual and substantial meals, or otherwise fails to comply with this condition, the Entertainment Permit becomes null and void.

- 6) The permittee agrees to reimburse the City for all costs associated with excessive police services, as determined by the Chief of Police, required as the result of any incident or nuisance arising out of or in connection with the permittee's operations
- 7) The permittee shall install and maintain a video surveillance system that monitors no less than the front and rear of the business with full view of the public right-of-way's and any parking lot under the control of the permittee. The video system must be capable of delineating on playback the activity and physical features of persona and areas within the premises. Recordings shall be retained for a minimum of 30 days and be accessible via the Internet by the Long Beach Police Department. A Public Internet Protocol (IP) address and username/password is also required to allow the Long Beach Police Department to view live and recorded video from these cameras over the internet. All video security cameras shall be installed to the satisfaction of the Chief of Police, Director of Technology Services, and Director of Development Services. At the discretion of the Chief of Police, the permittee may be required to add additional video cameras
- 8) Current occupancy loads shall be posted at all times, and the permittee shall have an effective system to keep count of the number of occupants present at any given time and provide that information to public safety personnel upon request.

- 9) Any graffiti painted or marked upon the premises, or on any adjacent area under the control of the licensee, shall be removed or painted over within 24 hours of being applied.
- 10) The permittee shall ensure that all employees attend an alcohol awareness class, such as TIPS or LEAD, within the first ninety (90) days of employment. The permittee shall keep employees' proof of completion on file and have it available for inspection at any time.
- 11) The permittee shall maintain full compliance with all applicable laws, ABC laws, ordinances and stated conditions. In the event of a conflict with the requirements of this permit, the more stringent regulation shall apply.
- 12) The permittee is required to monitor the outside patio area for any nuisance activity that could disturb the surrounding neighbors. This shall be done by utilizing security guards or employees.
- 13) The permittee shall provide a minimum of one (1) licensed security guard during all times that the entertainment activities are being conducted for crowds up to fifty (50) people. For crowds over fifty (50) people, the permittee shall provide a minimum of one (1) additional security guard per fifty (50) people. Patrons awaiting entry in a defined queue shall be counted toward the calculation of required security staffing levels.

The attire of each security guard shall clearly indicate the guard's affiliation with the establishment by means of a pin, shirt, or other visible form of identification. Should the permittee's operation give rise to a substantial increase in complaint/calls for service, or trash left in the parking lot, the permittee shall increase security staff, implement the use of electronic metal detection equipment, increase outside lighting, or make other changes to the premise or operation as the Chief of Police determines are necessary to protect the safety of the public.

- 14) The permittee shall take reasonable measures to prohibit and prevent the loitering of persons immediately outside any of the entrance/exit doors and the parking lot, at all times, while open for business. This should be done by utilizing security guards and signage with verbiage such as, "Please respect our neighbors," or something similar.
- 15) The permittee shall not hire promoters with the intent to advertise/promote or hold any entertainment activities consistent with nightclub entertainment.
- 16) The permittee must provide all promoters, independent contractors, and dancers, hired to conduct entertainment activities with a copy of the approved permit, which shall include a copy of the approved conditions of operation.
- 17) El Barrio Cantina, or its agents, shall not distribute any advertising matter such as signs, posters, or promotional cards, in or upon any public property, any vehicle, or in any other such place in the City of Long Beach. Distribution of any advertising matter upon private

property shall adhere to the following guidelines: By placing the same matter in a receptacle, clip, or other device designed or intended to receive advertising matter. The permittee shall keep all agent contracts, including names, addresses, and phone numbers, on file at all times, and be available for inspection at any time.

- 18) At the conclusion of each event, the permittee shall take reasonable measures to ensure that exiting patrons walk directly to their vehicles and not loiter in the parking lot or the immediate neighboring area.
- 19) Deliveries to and from the premises shall be limited to the hours of 8:00 a.m. to 10:00 p.m.
- 20) The permittee shall develop and maintain a plan to address neighborhood concerns, related to the operation of the establishment. (i.e. newsletter, meetings, etc.)
- 21) The permittee shall comply with the requirements of LBMC Sec. 8.80 (Noise) at all times. In addition, in response to a complaint, the Police Department will enforce Penal Code Section 415 (disturbing the peace) and all other state and local provisions related to the "public peace." Permittee shall conduct all aspects of his or her operation, including before and after-hours deliveries and maintenance, in consideration of residences located nearby. Permittee agrees that the following standard is reasonable: Noise emanating from Permittee's premises shall not be audible from the middle of the street adjoining the premises.

Due to the proximity of neighboring businesses and residences, all door(s) and windows shall be kept closed at all times during any entertainment, except in cases of emergency and to permit deliveries. Said door(s) is not to consist solely of a screen or ventilated security door. **Sound shall not be audible fifty feet (50') from the exterior of the premises in any direction.**

- 22) The permittee and/or security shall also ensure that no employee, patron, or entertainer loiters in the parking lot at any time during the operation of the business.

The permittee shall not allow any employee, patron or entertainer, to exit and loiter near the side or rear doors leading to the alley or adjacent building not in the control of the business.

- 23) The parking lot shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or about the parking lot. The position of such lighting shall not disturb the normal privacy and use of any neighboring residences.
- 24) The permittee shall not convert the restaurant, or any portion thereof, into a dance/night club. All entertainment activities shall be conducted in conjunction with regular dining or pre-planned banquet activities. A banquet is defined as a function held at a bonafide eating place wherein complete and substantial meals are provided to the persons in

attendance by the management of the restaurant where the function is being held. Fast food, snacks, and hors d'oeuvres shall not constitute a complete and substantial meal.

- 25) The speaker volume in the patio area shall be kept at a low level, so as not to disturb any other businesses or residents. If any noise or disturbance complaints can be attributed to the speaker volume in the patio area, the permittee shall modify or remove existing speakers at the direction of the Chief of Police.
- 26) Entertainment shall not be offered on any day that the restaurant is closed.
- 27) Patrons awaiting entry in a defined "queue" shall be restricted to 4th Street and the line must extend in safe manner of the business. There shall be no "queue" allowed after 11:00 PM, Monday through Thursday nights and 12:00 AM Friday and Saturday nights. All persons gathering outside after the allowed hours shall be considered to be loitering. The public right of way (sidewalk), or an entrance to any business shall not be blocked at any time.

