

CITY OF LONG BEACH

H-5

DEPARTMENT OF DEVELOPMENT SERVICES

333 West Ocean Blvd., 4th Floor Long Beach, CA 90802 (562) 570-5237 Fax: (562) 570-6205

November 20, 2012

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Receive the supporting documentation into the record, conclude the public hearing, consider the applicant's appeal, and approve a Conditional Use Permit (CUP) request for an "other financial service" (auto title loan) business located at 201 West Pacific Coast Highway within the Community Automobile-Oriented (CCA) and Regional Highway District (CHW) zones; or,

Receive the supporting documentation into the record, conclude the public hearing, consider the appellant's appeal, and deny the Conditional Use Permit (CUP) request for an other financial service (auto title loan) business located at 201 West Pacific Coast Highway within the Community Automobile-Oriented (CCA) and Regional Highway District (CHW) zones. (District 6)

DISCUSSION

A Conditional Use Permit (CUP) application was received on March 6, 2012, for an "other financial service" (auto title loan) business. The subject site is located at 201 West Pacific Coast Highway (Exhibit A – Plans & Photographs) on the northwest corner of Pacific Coast Highway and Pacific Avenue. The site is located in the Community Automobile-Oriented (CCA) District and the Regional Highway District (CHW) zoning districts.

The applicant applied for a CUP to establish an "other financial service", in this case, an auto title loan business within a vacant building. As a loan company which provides loans on car titles, a CUP was required for an "other financial service" operation because the use is not defined under the Municipal Code. This request is the first auto title loan business to apply for a CUP to operate in the City; there are no other legally established auto title loan companies in the City. Auto title loan operations are regulated by the State of California, under Division 9 of the State Finance Code (Section 22150-22172).

Since this is a relatively new type of business in the City, the impacts associated with the proposed use are unknown and potentially controversial. Thus, planning staff advised the applicant to present their proposal to neighborhood groups in the Wrigley community. The applicant agreed and presented to the Wrigley Association, Wrigley Area Neighborhood Alliance, Neighborhood Advisory Group, and Central Project Area Council on several occasions. The responses received from the community meetings were both positive and negative. However, the majority of responses received by mail, email and voicemail were

in opposition to the proposed use based on the types of loans offered and the sense that the use would detract from the community.

On August 2, 2012, the Planning Commission conducted a public hearing on the proposed CUP request. At that time, staff recommended that the Planning Commission approve the auto title loan use subject to a five-year time frame in concurrence with the property owner and the proposed tenant. This was in addition to standard conditions, such as remodeling the building into a financial office, providing landscaping buffers, and new fences and paving. Staff concluded the five-year time frame would allow the dilapidated lot to be improved and allow the community to determine if the use is a good fit in the neighborhood. After five years, the applicant would be required to apply for a new CUP to continue operation. After considering testimony from the applicants and the public, the Planning Commission received the supporting documentation into the record, concluded the hearing and voted 3-2 to deny the CUP application. As a part of the motion, staff was directed to return at a later date with revised findings to support the denial of the CUP request.

After denial findings were drafted, the project was re-noticed and the Planning Commission conducted a public hearing on September 20, 2012. After hearing public testimony and discussing the proposed application in detail, the Planning Commission's vote resulted in a 3-3 tie. As a tie, there was not a majority approval of the project and the request failed. Because of this, either the applicant or project opponents could appeal the tie result to the City Council for approval or denial.

The Planning Commission's decision was appealed on September 28, 2012, by both the applicant and project opponents (community appellants) (Exhibit B – Appeals). The applicant contends that the use would be appropriate for the area. The community appellants contend that the use would detract from the community and the proposed plan for the Wrigley area.

The Planning Commission's tie resulted in no decision. Therefore, findings for denial and approval, as well as conditions of approval are attached to allow the Council flexibility in considering the request (Exhibit C – Denial and Approval Findings and Conditions of Approval).

This matter was reviewed by Assistant City Attorney Michael Mais on November 5, 2012 and by Budget Management Officer Victoria Bell on November 1, 2012.

TIMING CONSIDERATIONS

The Municipal Code Section 21.21.504 requires City Council action within 60 days of receiving an application for appeal. The subject appeal was received on September 28, 2012, and will be heard within the 60 day time frame.

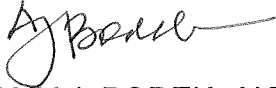
FISCAL IMPACT

There is no fiscal impact and no local job impact as a result of the recommended action.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



AMY J. BODEK, AICP
DIRECTOR OF DEVELOPMENT SERVICES

APPROVED:



PATRICK H. WEST
CITY MANAGER

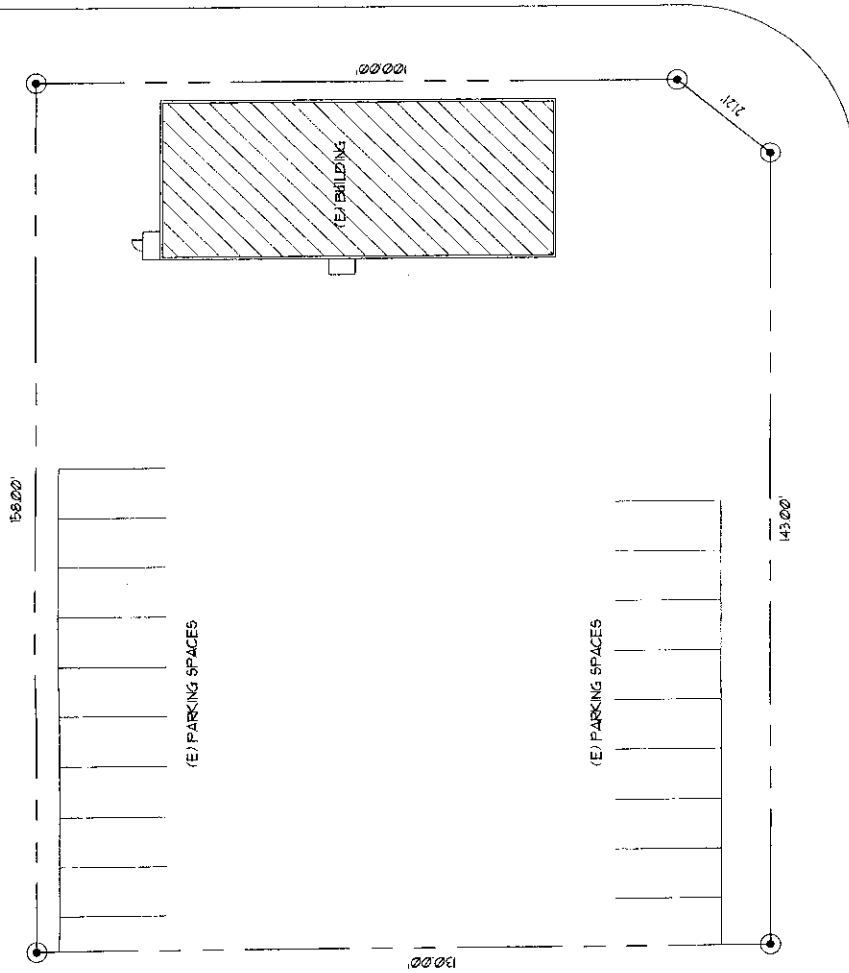
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P:\Planning\City Council Items (Pending)\Council Letters\2012\2012-11-20\201 W. PCH\11.20.12.Council
Letter.201.W.PCH.doc

Attachments: Exhibit A- Plans and Photographs
Exhibit B- Appeals
Exhibit C- Denial and Approval Findings and Conditions of Approval

Exhibit A

LOANMAX T.I. - LONG BEACH



GENERAL SITE NOTES

1. ALL WORK SHALL COMPLY WITH LOCAL, BUILDING CODES, CITY, COUNTY, STATE AND FEDERAL REQUIREMENTS. REFER TO THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL ENERGY CONSERVATION CODE (ENERGY EFFICIENCY), AND THE 2008 NATIONAL ELECTRICAL CODE.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES AND PUBLIC UTILITY PROVIDER. CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REQUIREMENTS.
3. THE DESIGN FOR THIS SITE HAS BEEN BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL UTILITIES AND PUBLIC UTILITY PROVIDER. CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REQUIREMENTS. ALL DIMENSIONS SHOWN ON THIS SITE PLAN SHALL BE VERIFIED BY THE CONTRACTOR. ALL DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR. ALL DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR. ALL DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR. ALL DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR.

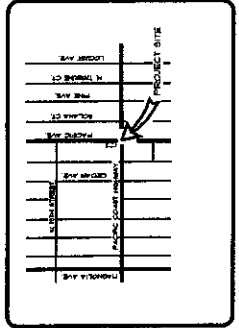
PARKING INFORMATION

1,200 SQ. FT. OF OCCUPANT EXISTING PARKING SPACES TO REMAIN. NO CHANGE TO EXISTING PARKING.

SITE PLAN
SCALE 1" = 10'-0"

SHEET INDEX

- 4.0 COVER SHEET
- 4.1 AS-BUILT 2ND FLOOR PLAN
- 4.2 ELECTRICAL PLAN



ENGINEER OF RECORD

CE ENGINEERING
2000 HILL STREET, SUITE 101
LONG BEACH, CA 90801
TEL: 562-592-1234
WWW.CEENGINEERING.COM

LoanMax T.I. - Long Beach
201 W. Pacific Coast Highway
Long Beach, California

Client Management
Resources
1440 Preston Ridge Rd.
Suite 500
Alhambra, CA 91805
626-334-1111
626-334-1111 Fax
www.khang.com

Contact
Steve Mark
770-865-5749 CELL
smark@khang.com

3100 Hill Street, # 101
Long Beach, CA 90801
P: (562) 592-1234
F: (562) 592-1234
www.khang.com



CODE ANALYSIS

1. OCCUPANCY CLASSIFICATION: CHAPTER 3 SECTION 304
BUSINESS/RETAIL OCCUPANCY
2. NUMBER OF STORIES: 1 STORY
3. TYPE OF CONSTRUCTION: TABLE 603 TYPE V-B
4. ALLOWABLE BUILDING AREA: TABLE 603
ALLOWABLE AREA PER FLOOR: 3,000 SF (TOTAL 9,000 SF)
ACTUAL BUILDING AREA: 2,026 SF
5. ALLOWABLE AREA INCREASE: NOT REQUIRED OR REQUESTED
6. OCCUPANCY LOADS: TABLE 1001A
MAXIMUM FLOOR AREA PER OCCUPANT: 100 SF GROSS PER OCCUPANT
MAXIMUM FLOOR AREA PER OCCUPANT: 100 SF GROSS PER OCCUPANT
7. EXITING REQUIREMENTS: TABLE 1001
REQUIRES A MINIMUM OF 1 EXITS BASED ON OCCUPANCY LESS THAN 45 PERSONS.
8. EXITING REQUIREMENTS: TABLE 1001
REQUIRES A MINIMUM OF 1 EXITS BASED ON OCCUPANCY LESS THAN 45 PERSONS.
9. ALLOWABLE FLOOR CURSTAKE: TABLE 1001
WITHOUT SPRINKLERS: 200 FEET
10. EXISTING INSURANCE PREMIUM: TABLE 1001
FACTORS 0.2 PER OCCUPANT
TOTAL MONTHLY PREMIUMS: \$ 47
TOTAL MONTHLY PREMIUMS: \$ 47
11. SPECIAL INSPECTIONS: AS REQUIRED BY CHAPTER 17

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

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NOT FOR CONSTRUCTION

COVER SHEET & SITE PLAN

Date: 12/09/11
Checked: [Signature]
Project No.: 11-584

A-0

3100 Hill Brook, # 107
 James, NY 11753
 Tel: (716) 881-0800
 Fax: (716) 881-0808
 www.k2inc.com

Select Measurement
 Resources
 1440 Preston Ridge Rd.
 Suite 500
 Alpharetta, GA 30005
 Tel: (770) 866-5749
 Fax: (770) 866-5800
 www.k2inc.com

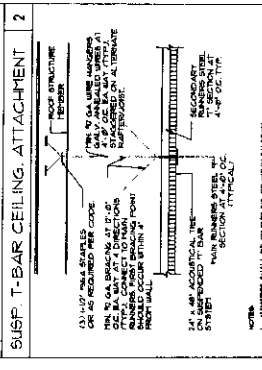
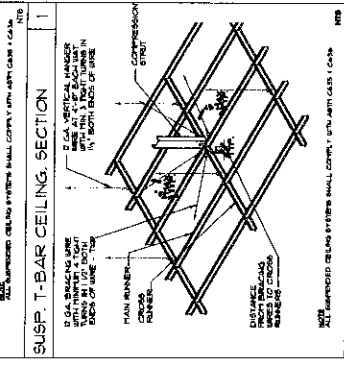
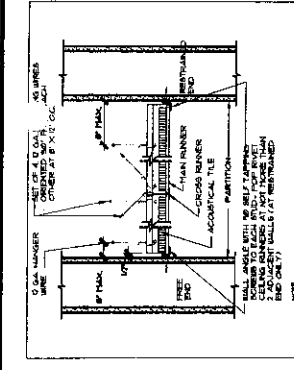
LoanMax T.I. - Long Beach
 201 W. Pacific Coast Highway
 Long Beach, California
 Steve Mark
 770-866-5749 CELL
 770-866-5800 FAX
 smark@k2inc.com

Joseph J. Krupar, P.E.
 Joseph A. Krupar, P.E.

NOT FOR CONSTRUCTION

REVISIONS
 DATE DESCRIPTION
 11/28/01
 Checked: JJK
 Revised No.: 11-281
Proposed Floor Plan

A-1

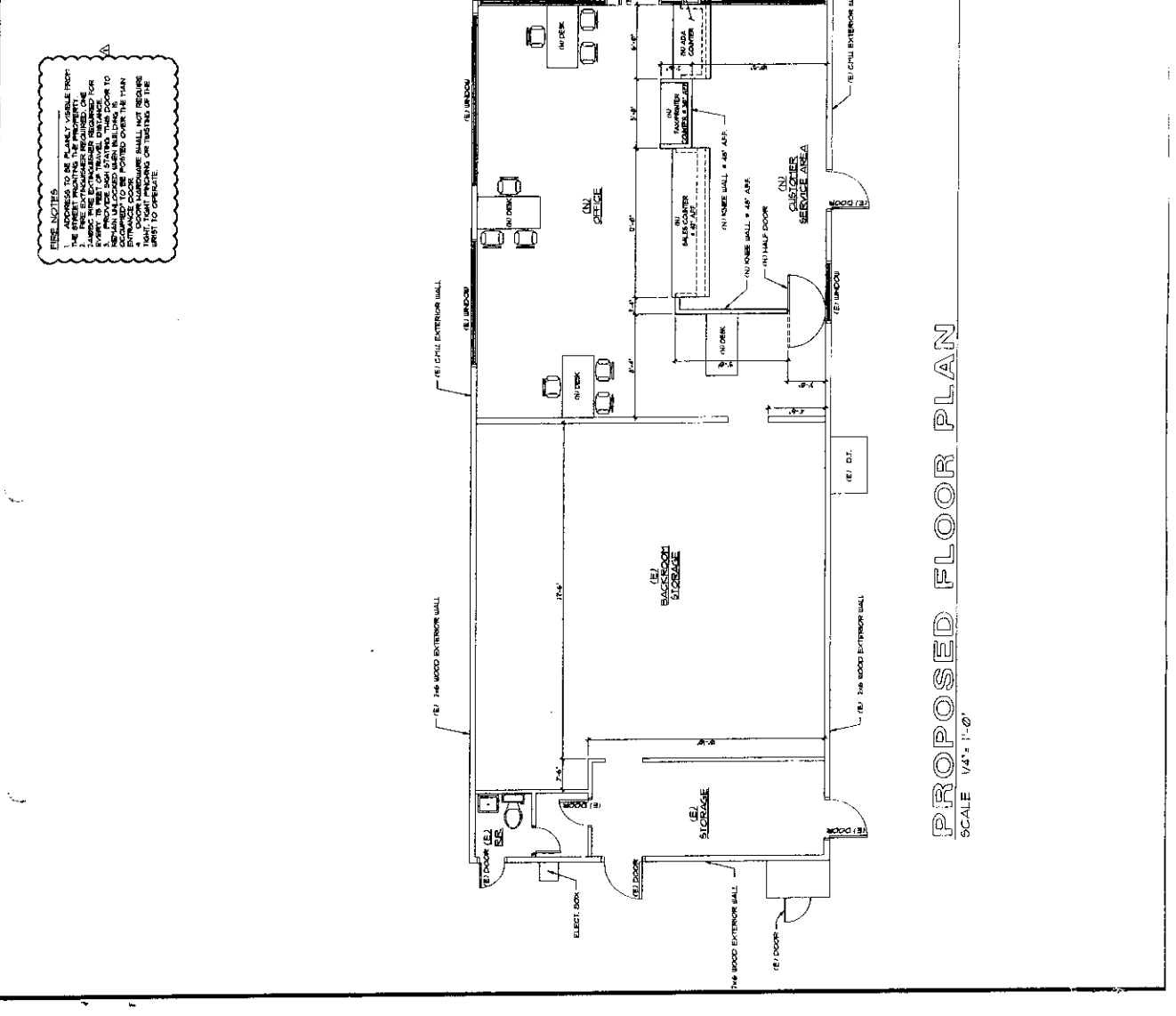
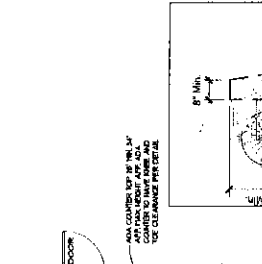


SUSPENDED CEILING NOTES

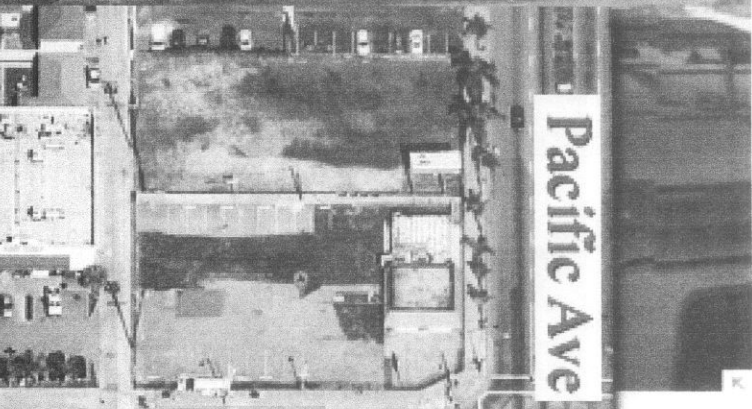
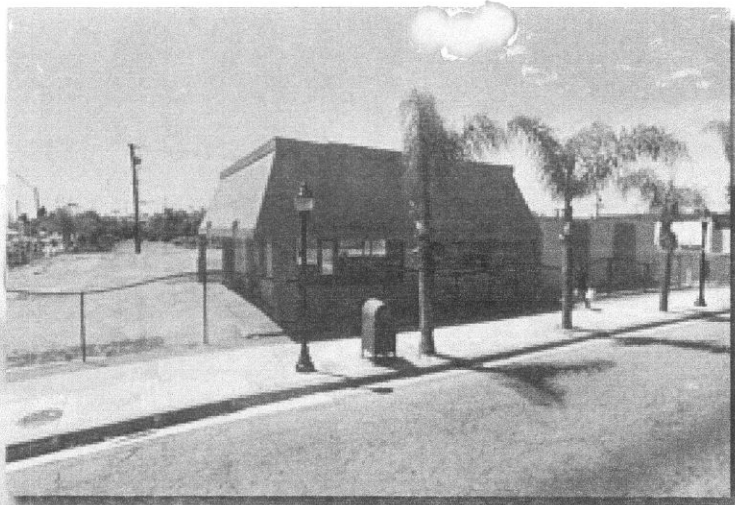
1. MATERIAL SPECIFIC TO BE PROVIDED BY THE OWNER OR THE CONTRACTOR TO BE SHOWN TO THE ARCHITECT AND THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND THE LOCAL FIRE DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND THE LOCAL FIRE DEPARTMENT.
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10. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

FLOOR PLAN NOTES
 1. CONTRACTOR TO SUPPLY ALL MATERIALS AND LABOR FOR THE CONSTRUCTION OF THIS FLOOR PLAN.
 2. CONTRACTOR TO COORDINATE ALL TRADES AND UTILITIES AND OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND THE LOCAL FIRE DEPARTMENT.
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PROPOSED FLOOR PLAN
 SCALE 1/4" = 1'-0"

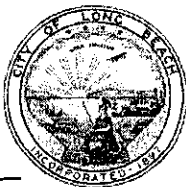


© 2012 Google Report a problem Image Date: April 2011

Pacific Coast Highway

201 West Pacific Coast Highway Long Beach, CA 90806

EXHIBIT B



CITY OF LONG BEACH

EXHIBIT B

Appeal

DEPARTMENT OF DEVELOPMENT SERVICES

333 West Ocean Blvd., 5th Floor Long Beach, CA 90802 (562) 570-8194 FAX (562) 570-6068

PLANNING BUREAU

APPLICATION FOR APPEAL

An appeal is hereby made to Your Honorable Body from the decision of the

Zoning Administrator
 Planning Commission
 Cultural Heritage Commission
 Site Plan Review Committee

on the 20th day of SEPTEMBER 20 12

Project Address: 201 W. PACIFIC COAST HIGHWAY

Reasons for Appeal: THE CURRENT CUP FINDINGS FOR APPROVAL DO NOT ADEQUATELY PROTECT THE PUBLIC. WE ASK YOU TO RE-AFFIRM THE PLANNING COMMISSION DECISION OF AUGUST 2, 2012 BY ADOPTING THE FINDINGS FOR DENIAL AND DENY THE CUP.

RECEIVED
SEP 28 2012

PLANNING BUREAU

Your appellant herein respectfully requests that Your Honorable Body **reject** the decision and Approve / Deny this application.

	Appellant 1	Appellant 2
Name:	LEE FUKUI	Mauna Eichner
Organization:		
Address:	2925 CEDAR AVENUE	2925 Cedar Ave
City/ZIP:	LONG BEACH, 90806	Long Beach, CA 90806
Phone:	562-595-7205	562-595-7205
Signature:	<i>Lee Fukui</i>	<i>Mauna Eichner</i>
Date:	9/28/12	9/28/12

- A separate appeal form is required for each appellant party, except for appellants from the same address, or those representing an organization.
- Appeals must be filed within 10 days after the decision is made (LBMC 21.21.502).
- You must have established *aggrieved* status by presenting oral or written testimony at the hearing where the decision was rendered; otherwise, you may not appeal the decision.
- See reverse of this form for the statutory provisions on the appeal process.

(Below This Line for Staff Use Only)

Appeal by Applicant, or Appeal by Third Party

Received by: SR App. No.: 1203-06 Filing Date: 9-27-12

Fee: \$50.00 Fee Paid Project (receipt) No.: _____



CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 West Ocean Blvd., 5th Floor

Long Beach, CA 90802

(562) 570-6194

FAX (562) 570-6068

PLANNING BUREAU

APPLICATION FOR APPEAL

An appeal is hereby made to Your Honorable Body from the decision of the

Zoning Administrator

Planning Commission

Cultural Heritage Commission

Site Plan Review Committee

on the 20 day of Sept, 20 12

Project Address: 201 West Pacific Coast Highway, Long Beach

Reasons for Appeal: This address was slated to be the Gateway to Wrigley Village as planned by the RDA w/ community members. A "other Lending Institution" does not comply w/ these plans as it does not attract consumers into the business district... or provide needed services to the community. Such a business would serve as a detriment to a community that is struggling yet working hard to improve. Even though this property has been empty for some time, an empty building is better than a business w/ a negative impact as the empty location has not been problematic and better businesses are being pursued...

Your appellant herein respectfully requests that Your Honorable Body reject the decision and Approve / Deny this application. **RECEIVED** SEP 28 2012

	Appellant 1	PLANNING BUREAU Appellant 2
Name:	LISA WIBROE	
Organization:		
Address:	465 W. 25 th street	
City/ZIP:	Long Beach 90806	
Phone:	562-426-4236	
Signature:	<u>[Signature]</u>	
Date:	9-28-12	

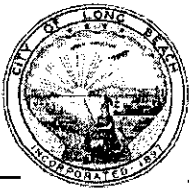
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Appeal by Applicant, or Appeal by Third Party

Received by: [Signature] App. No.: 203-06 Filing Date: 9-27-12

Fee: [Signature] Fee Paid Project (receipt) No.: _____



CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 West Ocean Blvd., 5th Floor

Long Beach, CA 90802

(562) 570-6194

FAX (562) 570-6068

PLANNING BUREAU

APPLICATION FOR APPEAL

An appeal is hereby made to Your Honorable Body from the decision of the

Zoning Administrator

Planning Commission

Cultural Heritage Commission

Site Plan Review Committee

on the 20th day of Sept, 2012

Project Address: 201 West Pacific Coast Hwy

Reasons for Appeal: CUP FINDING FOR APPROVAL IS INADEQUATE TO THE NEEDS OF THE NEIGHBORHOOD. IT IS NOT IN CONFORMANCE WITH ZONING FOR THE LOCATION AND DOES MEET THE REQUIREMENTS OF THE PLAN FOR THIS OF THE RDA FOR THIS GATEWAY LOCATION.

RECEIVED

SEP 28 2012

PLANNING BUREAU

Your appellant herein respectfully requests that Your Honorable Body **reject** the decision and Approve / Deny this application.

	Appellant 1	Appellant 2
Name:	ANNIE GREENFELD	COLLEEN McDONALD
Organization:	SOUTH WRIGLEY NEIGHBORHOOD ASSOC	← same
Address:	PO BOX 16325	PO BOX 16325
City/ZIP:	Long Beach 90806	Long Beach 90806
Phone:	562 225 9462	562 676 7480
Signature:	Colleen McDonald for Annie Greenfeld	Colleen McDonald
Date:	9-28-2012	9-28-2012

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- Appeals must be filed within 10 days after the decision is made (LBMC 21.21.502).
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Appeal by Applicant, or Appeal by Third Party

Received by: GR App. No.: 1203-06 Filing Date: 9-27-12

Fee: _____ Fee Paid Project (receipt) No.: _____



CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 West Ocean Blvd., 5th Floor

Long Beach, CA 90802

(562) 570-6194

FAX (562) 570-6068

PLANNING BUREAU

APPLICATION FOR APPEAL

An appeal is hereby made to Your Honorable Body from the decision of the

Zoning Administrator

Planning Commission

Cultural Heritage Commission

Site Plan Review Committee

on the 20th day of Sept, 20 12

Project Address: 201 West Pacific Coast Highway

Reasons for Appeal: CUP Findings for Approval Do NOT PROTECT THE PUBLIC FROM THE INADEQUATE USE OF THIS PROPERTY - IT IS NOT IN COFORMANCE WITH PRESENT ZONING CODE OR THE PLANS CREATED BY RDA FOR PROPERTY USE OF THIS GATEWAY LOCATION

RECEIVED

SEP 28 2012

PLANNING BUREAU

Your appellant herein respectfully requests that Your Honorable Body reject the decision and Approve / Deny this application.

	Appellant 1	Appellant 2
Name:	<u>SAM PORTILLO</u>	
Organization:	<u>WRIGLEY ASSOCIATION</u>	
Address:	<u>PO Box 16192</u>	
City/ZIP:	<u>LONG BEACH 90806</u>	
Phone:	<u>562 676 7480</u>	
Signature:	<u>Colleen McDonald for Sam Portillo</u>	
Date:	<u>9-28-2012</u>	

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Appeal by Applicant, or Appeal by Third Party

Received by: SK App. No.: 1203-06 Filing Date: 9-27-12

Fee: _____ Fee Paid Project (receipt) No.: _____



CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 West Ocean Blvd., 5th Floor Long Beach, CA 90802 (562) 570-6194 FAX (562) 570-6068

PLANNING BUREAU

APPLICATION FOR APPEAL

An appeal is hereby made to Your Honorable Body from the decision of the

<input type="checkbox"/> Zoning Administrator	on the <u>20th</u> day of <u>SEPT</u> , 20 <u>12</u>
<input checked="" type="checkbox"/> Planning Commission	
<input type="checkbox"/> Cultural Heritage Commission	
<input type="checkbox"/> Site Plan Review Committee	

Project Address: 201 WEST PACIFIC COAST HIGHWAY

Reasons for Appeal: The CUP Findings for approval and the CUP Conditions of Approval do not adequately protect the public. The proposed business does not make adequate use of the site. The proposed business is not an acceptable use of the site. The proposed business is not an appropriate use of the site.

We ask that you re-affirm the Planning Commission decision of Aug 2, 2012 by adopting the findings for denial and deny the CUP.

Your appellant herein respectfully requests that Your Honorable Body reject the decision and Approve / Deny this application.

	Appellant 1	Appellant 2
Name:	<u>JACK C. SMITH son</u>	
Organization:	<u>CENTRAL PROJECT AREA COUNCIL</u>	
Address:	<u>201 SMITH, 50 ELM AVE., #19</u>	
City/ZIP:	<u>LONG BEACH, CA 90802</u>	RECEIVED
Phone:	<u>562-426-9002</u>	
Signature:	<u>[Signature]</u>	SEP 28 2012
Date:	<u>9/28/12</u>	

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Appeal by Applicant, or Appeal by Third Party

Received by: [Signature] App. No.: 1203-06 Filing Date: 9-27-12

Fee: _____ Fee Paid Project (receipt) No.: _____



CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 West Ocean Blvd., 5th Floor Long Beach, CA 90802 (562) 570-8194 FAX (562) 570-8068

PLANNING BUREAU

APPLICATION FOR APPEAL

An appeal is hereby made to Your Honorable Body from the decision of the

<input type="checkbox"/> Zoning Administrator	on the <u>28th</u> day of <u>September</u> , 20 <u>12</u>
<input checked="" type="checkbox"/> Planning Commission	
<input type="checkbox"/> Cultural Heritage Commission	
<input type="checkbox"/> Site Plan Review Committee	

Project Address: 201 West Pacific Coast Highway, Long Beach, CA

Reasons for Appeal: See Attached Appeal Justification

Your appellant herein respectfully requests that Your Honorable Body reject the decision and **Approve** / **Deny** this application.

	Appellant 1	Appellant 2
Name:	Pennbrooke Financial Services LLC.	
Organization		
Address:	3440 Preston Ridge Rd. Suite #500	
City/ZIP:	Alpharetta, GA 30005	
Phone:	323-463-0377	
Signature:		
Date:	9/28/12	

- A separate appeal form is required for each appellant party, except for appellants from the same address, or those representing an organization.
- Appeals must be filed within 10 days after the decision is made (LBMC 21.21.502).
- You must have established *aggrieved* status by presenting oral or written testimony at the hearing where the decision was rendered; otherwise, you may not appeal the decision.
- See reverse of this form for the statutory provisions on the appeal process.

(Below This Line for Staff Use Only)

Appeal by Applicant, or Appeal by Third Party

Received by: EV App. No.: 1203-06 Filing Date: 9/28/12
 Fee: 375.99 Fee Paid Project (receipt) No.: _____

**APPEAL JUSTIFICATION OF APPELLANT
Pennbrooke Financial Services, LLC (Applicant)
210 West Pacific Coast Highway, Long Beach, CA**

**Appellant was aggrieved by the decisions of the Long Beach Planning Commission
Application No. 1203-06**

The Planning Commission erred and abused its discretion in violation of sec. 21.25.206 of the Municipal Code. The Appellant further believes the Planning Commission demonstrated a lack of understanding of their responsibilities pursuant to Section 21.25.206 of the Municipal Code by failing to adopt findings prior to taking any action. Further, the Planning Commission erred and abused its discretion by relying of facts not in evidence and or relevant to their purview.

The Appellant believes the Planning Commission abused its discretion, violating the rights of the Appellant by failing to approve Application No. 1203-06. The Planning Commission further injured the Appellant by arbitrarily choosing to ignore the recommendations of the August 2, 2012 Staff report submitted by Derek Burnham, Planning Administrator, and Amy J. Bodek, Director of Development Services. This report included, for the Commission's consideration, the required findings for approval of the CUP along with 29 proposed conditions of operation. By voting to deny the Application without adopting findings to support their determination at the August 2nd hearing, the Commission violated sec. 21.25.206 of the Municipal Code. The Commission again failed to adopt findings at the September 20, 2012 public hearing where a vote of the Commission to deny the Application failed to receive the necessary majority which effectively denied the Application, once again violating sec. 21.25.206 of the Municipal Code which requires the adoption of findings prior to approving or denying an Application.

Further, in an attempt to comply with the instructions of the Planning Commission at the August 2, 2012 meeting, to create findings to justify the decision of the Commissioners, the Planning Administrator, Derek Burnham and the Director of Development Services, Amy J. Bodek presented to the Commission new Recommendations to "Adopt findings of denial of a Conditional Use Permit..." and to "Adopt findings for approval of a Conditional Use Permit..." at the September 20th public hearing. This document and its attached exhibits failed to include or refer to evidence in the record related to future development plans of the site by the property owner, and instead chose to focus its conclusions on the specious argument that a small portion of subject property is designated 8P even though "a title loan company or other financial service use is allowed.....subject to the approval of a Conditional Use Permit." The report concludes that the proposed use will not attract "shopping nodes" or a "pedestrian-oriented retail strip". This conclusion flies in the face of the evidence presented by the applicant and the property owner of the subject site as it relates to the future development plans at the site. As noted in the report, the subject site had been part of the Central Project Area and had been approved for "redevelopment" as a one story shopping center prior to the removal of the Redevelopment Agency. Since that agency no longer exists and those funds to redevelop the site are no longer available to the landlord, private funding will be required to proceed with any future development of the site. The applicant agreed to accept a five year grant from the City for the very purpose of allowing for the future development of the subject site by the landlord without encumbering the property with a tenant that cannot or will not be willing to be part of any future development. It is easy for the City to propose to the landlord

other uses of the existing structure, but few businesses are willing to make the investment necessary to operate a business only to be told that the landlord and the City intend to develop the site in five years. Pennbrooke Financial has agreed to operate with the knowledge that they will have a five year grant to demonstrate to the City of Long Beach their ability to operate in a professional manner without creating any negative impact on the surrounding community while at the same time committing to the landlord to participate in any relocation that may result from the development of the site in the future. What the September 20th staff report proposed would only insure that the site remain vacant for the foreseeable future insuring the continued unsightly condition at the subject site, depriving the landlord of the necessary source of income to maintain the property and the ability to demonstrate to a private lender that the property can generate an income source. Of course, all of this was discussed during public testimony and by Members of the Commission during the August 2, 2012 Planning Commission public hearing, yet staff failed to make any mention of these facts in evidence in their September 20th report and findings. Instead, the report refers to testimony from the community opposed to the project as justification for denial without any reference to the content of that testimony which was almost all related to opposition to the nature and character of Auto Title lending institutions and their business practices. None of that testimony is relevant to the legal use of the subject site based on City land use regulations. The City Attorney said as much in his instructions to the Commissioners at the August 2nd Commission hearing when he advised the Commissioners to direct staff to return to the Commission with findings to justify their vote to deny the Conditional Use Permit application.

The appellant therefore requests the City Council of Long Beach approve Application No. 1203-06 granting a Conditional Use Permit to Pennbrooke Financial Services for the purpose of operating, for a period of five years, an Auto Title Loan Company at 201 West Pacific Coast Highway.

See attached to this Appeal document:

Original Application with supporting documents N0.1203-06

August 2, 2012 Recommendation letter from Derek Burnham and Amy J. Bodek with Exhibits

Finished Agenda and Minutes of August 2, 2010 Planning Commission hearing

September 20, 2012 Recommendation letter from Derek Burnham and Amy J. Bodek with Exhibits



PLANNING PERMIT APPLICATION

DEPARTMENT OF DEVELOPMENT SERVICES
333 W. OCEAN BLVD., 5TH FLOOR, LONG BEACH, CA 90802
(562) 570-6194 FAX: (562) 570-6068
lbs.longbeach.gov

Project Address: 201 West Pacific Coast Highway Long Beach, CA 90806

Applicant Name: Pennbrooke Financial Services, LLC Ph: 678-823-4679 Fax: 823-4726

Mailing Address: 3440 Preston Ridge Rd. Suite #500

City: Alharetta State: GA ZIP: 30005 Email: politicalconsulting@comcast.net

Applicant Signature(s): _____

Contact Person (if different): David Carlat

Property Owner: Kay Mendoza Ph: 562-619-4741 Fax: NA

Address: 1100 Linden Ave. City: Long Beach State: CA ZIP: 90813

(I/We), the undersigned, declare under penalty of perjury under the laws of the State of California that (I am/We are) the owner(s) of the property involved in this application; that the information on all plans, drawings and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct.

Property Owner Signature(s): _____ Date: _____

Permit(s) Requested:

- | | | |
|--|---|--|
| <input type="checkbox"/> Administrative Use Permit (AUP) | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Site Plan Review (SPR) |
| <input type="checkbox"/> Certificate of Compliance | <input type="checkbox"/> Lot Merger/Lot Line Adjustment | <input type="checkbox"/> Standards Variance (SV) |
| <input type="checkbox"/> Conceptual Site Plan Review | <input type="checkbox"/> Local Coastal Development Permit | <input type="checkbox"/> Subdiv./Tentative Map |
| <input checked="" type="checkbox"/> Conditional Use Permit (CUP) | <input type="checkbox"/> Local Coastal Program Amendment | <input type="checkbox"/> Time Extension |
| <input type="checkbox"/> Condominium Conversion | <input type="checkbox"/> Modification of Approved Permit | <input type="checkbox"/> Zone Change/Amend. |
| <input type="checkbox"/> Condominium Conversion Exclusion | <input type="checkbox"/> Pre-Application | |
| <input type="checkbox"/> Fence Height Exception (AUP or SV) | <input type="checkbox"/> Sign Program | <input type="checkbox"/> Other(s): _____ |
| | <input type="checkbox"/> Sign Standards Waiver | |

Project Description: Allow a "Financial Institution-Not Listed", per the City Land Use Matrix, including loans secured by automobile title to occupy an existing vacant commercial space in the CHW zone.

BELOW THIS LINE FOR STAFF USE ONLY

Counter Staff Review: <u>[Signature]</u> <input checked="" type="checkbox"/> Application Form <input checked="" type="checkbox"/> Environmental Application <input checked="" type="checkbox"/> Plans (Large & Reduced) <input checked="" type="checkbox"/> Photographs <input type="checkbox"/> Mat. Board & Color Elevs. <input type="checkbox"/> Special Filing Materials <input checked="" type="checkbox"/> Other: <u>WARRANT</u>	Application No.: <u>1203-06</u>	Filing Date: <u>03/06/2012</u>
	Environmental No.: <u>12-016</u>	SPR Meeting Date: _____
	Project No.: <u>PZON26487</u>	TAC Date & Time: _____
	Council District: <u>6</u>	Hearing Date: _____
	Planner: _____	Related App. Nos.: _____

Applications are accepted by appointment only. Call (562) 570-6194 to schedule.



NOTICE of EXEMPTION from CEQA

DEPARTMENT OF DEVELOPMENT SERVICES
333 W. OCEAN BLVD., 5TH FLOOR, LONG BEACH, CA 90802
(562) 570-6194 Fax: (562) 570-6068
lbs.longbeach.gov

TO: Office of Planning & Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: Department of Development Services
333 W. Ocean Blvd, 5th Floor
Long Beach, CA 90802

L.A. County Clerk
Environmental Fillings
12400 E. Imperial Hwy. 2nd Floor, Room 2001
Norwalk, CA 90650

Categorical Exemption CE- 12-016

Project Location/Address: 201 West Pacific Coast Highway, Long Beach 90806

Project/Activity Description: Allow a "Financial Institution-Not Listed", per the City Land Use Matrix, including loans secured by automobile title to occupy an existing vacant commercial space in the CHW zone.

Public Agency Approving Project: **City of Long Beach, Los Angeles County, California**

Applicant Name: Pennbrooke Financial Services, LLC

Mailing Address: 3440 Preston Ridge Rd. #500 Alpharetta GA 30005

Phone Number: 323-463-0377

Applicant Signature: 

BELOW THIS LINE FOR STAFF USE ONLY

Application Number: _____ Planner's Initials: _____

Required Permits: _____

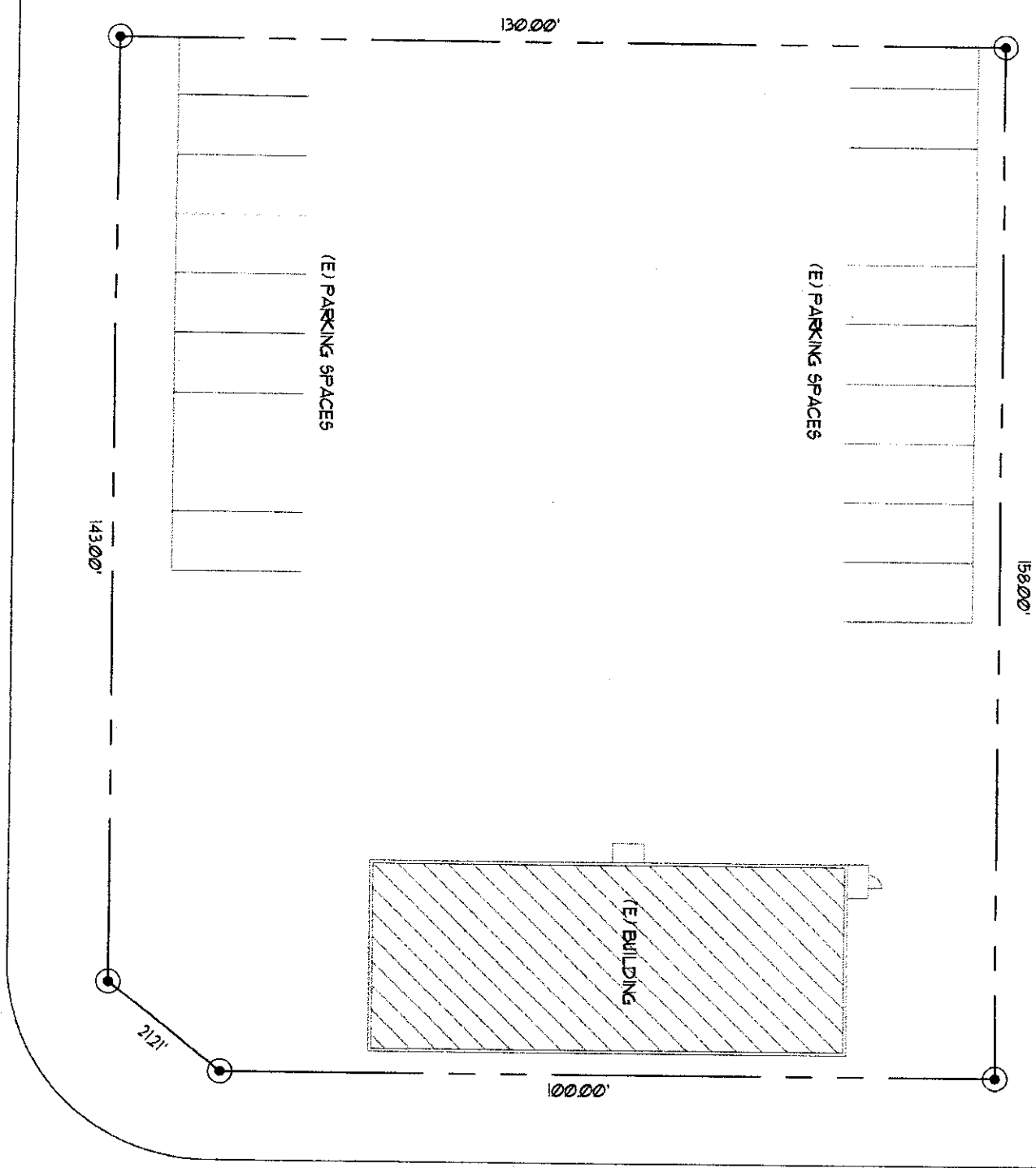
THE ABOVE PROJECT HAS BEEN FOUND TO BE EXEMPT FROM CEQA IN ACCORDANCE WITH STATE GUIDELINES SECTION _____

Statement of support for this finding: _____

Contact Person: _____ Contact Phone: _____

Signature: _____ Date: _____

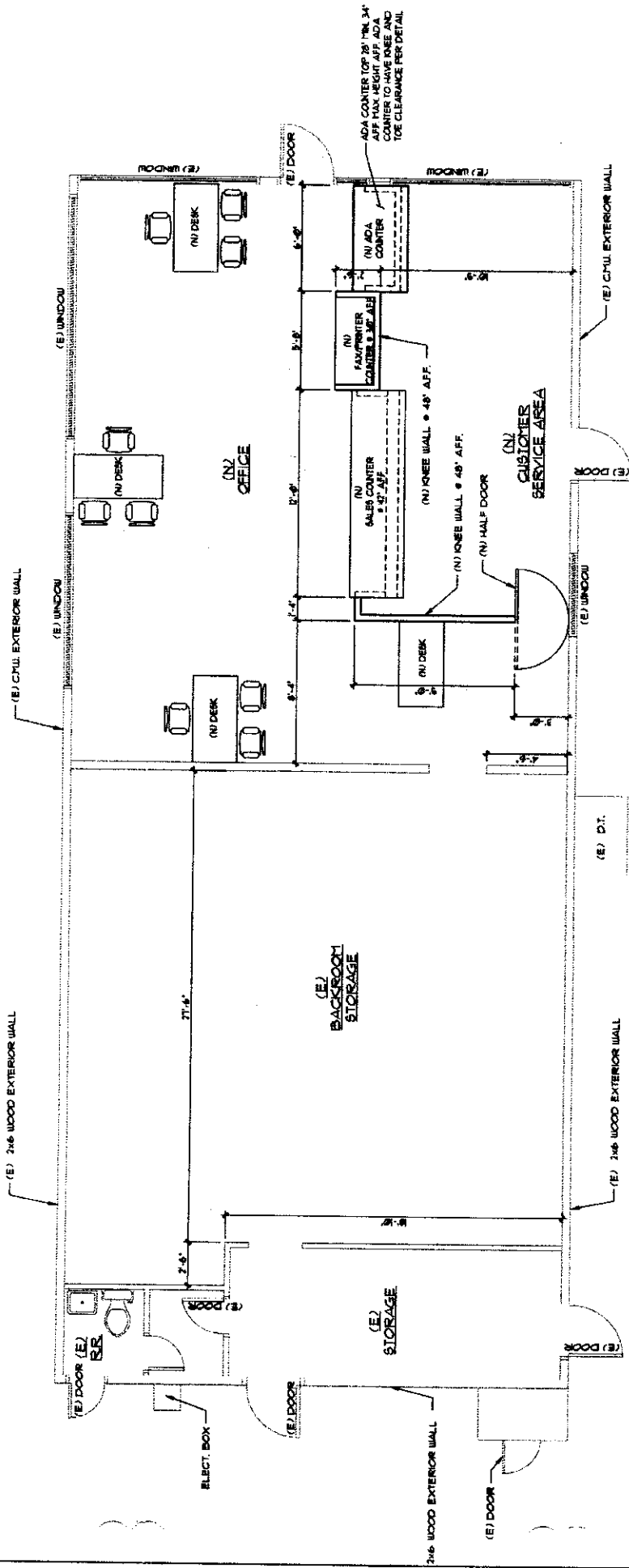
Proposed Pembroke Finacial Services Location:
201 West Pacific Coast Highway Long Beach, CA 90806



PACIFIC AVENUE

PACIFIC COAST HIGHWAY

Proposed Pennbrooke Financial Services Location: 201 West Pacific Coast Highway Long Beach, CA 90806



PROPOSED FLOOR PLAN

SCALE 1/4" = 1'-0"



California Department of Corporations

CA.gov | Job Opportunities | Contact Us

Search

This Site California

HOME ABOUT CONSUMERS LICENSEES LAWS/REGS PRESS ONLINE TOOLS

Home | FSD | Licensees

Financial Services Licensee Address Listing

PLEASE NOTE:

- This search includes records for the following Department of Corporations licensees:
 - Mortgage bankers and servicers
 - Finance lenders and brokers
 - Deferred deposit originators also called payday lenders
 - Escrow agents, and
 - Check sellers, bill payers and proraters
- Individual **Mortgage Loan Originator (MLO)** licenses should be checked through NMLS Consumer Access
- For information about penalties against a Mortgage Loan Originator, please visit NMLS Consumer Access
- For other Department of Corporations licenses and registrations, please visit our Online Tools page.
- The following companies are licensed to provide online escrow services:
 - www.escrow.com
 - Elance Escrow Corporation

The Department of Corporations, the Department of Real Estate, the Office of Real Estate Appraisers, and the Department of Financial Institutions regulate most of the real estate financial services in California. To check the license records of all four departments at once visit California Real Estate and Financial Services License Information. The name must contain at least 2 letters.

Your search for (Pennbrooke Financial Services California Finance Lender) found the following (1) results:

Lic. Status:	Active License	Lic. Date:	Mar 28 2012 (Lender/Broker)
Lic. Number:	603J319	Lic. Type:	California Finance Lender
Name:	PENNBROOKE FINANCIAL SERVICES, LLC		
Address:	3440 PRESTON RIDGE ROAD, SUITE 500 ALPHARETTA, GA 30005		

PLEASE NOTE: The Department of Corporations, the Department of Real Estate, the Office of Real Estate Appraisers, and the Department of Financial Institutions regulate most of the real estate financial services in California. To check the license records of all four departments at once visit California Real Estate and Financial Services License Information. The name must contain at least 2 letters.

Company Name Contains Company Name Begins With

Active Inactive Both

Company Name:

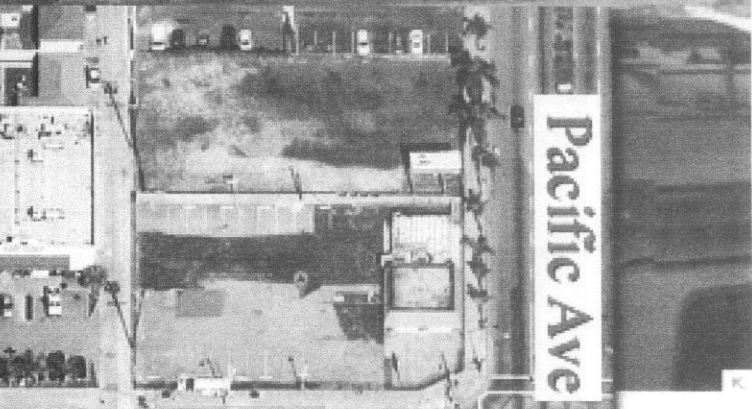
License Number:

License Type:

City:

State:

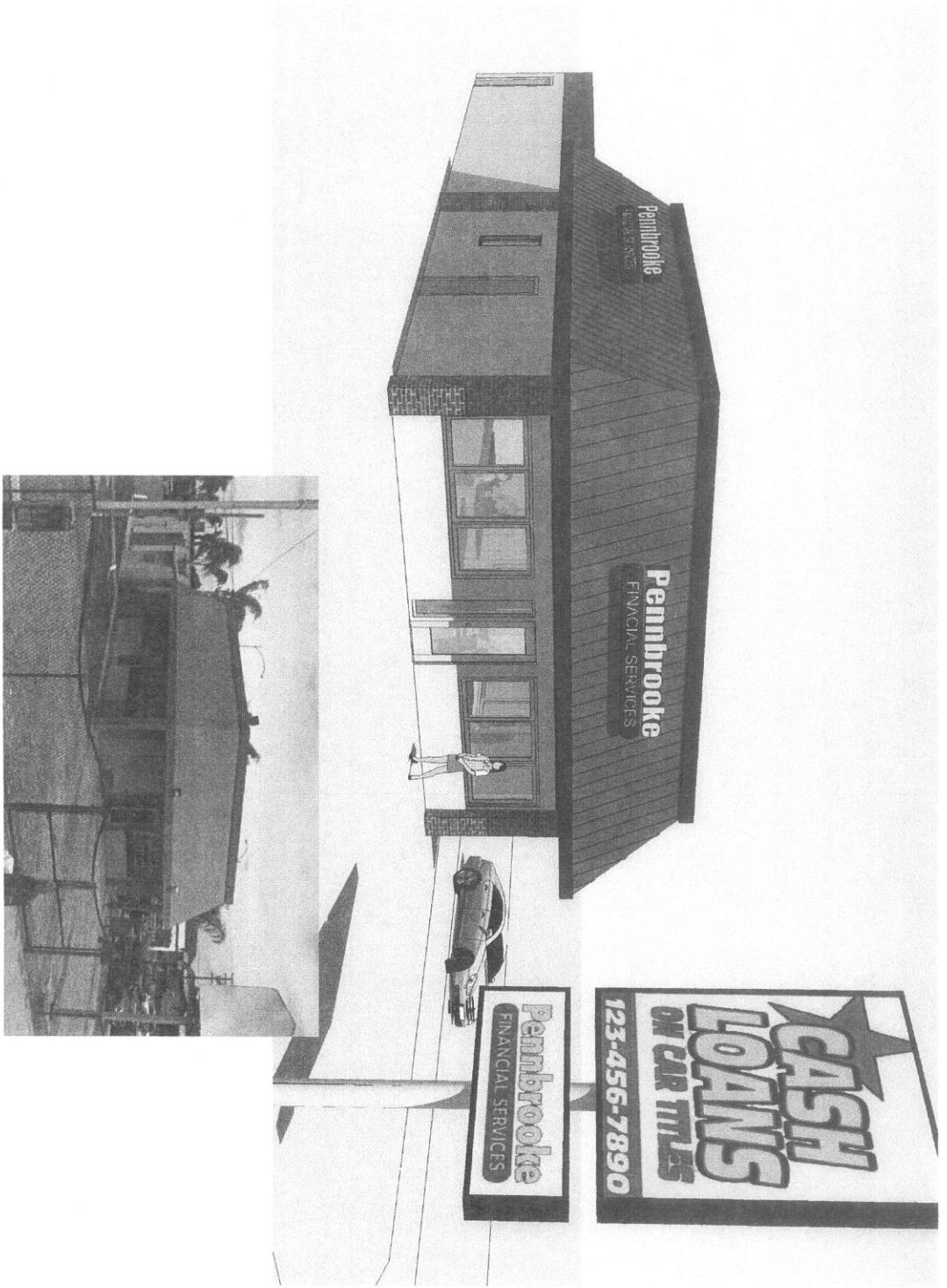
Zip:



© 2012 Google Report a problem Image Date: April 2011

Pacific Coast Highway

201 West Pacific Coast Highway Long Beach, CA 90806



REV	REVISIONS	DATE

PENNBROOKE FINANCIAL SERVICE
 201 W. PACIFIC HIGHWAY
 LONG BEACH CA. 90806

MULTIDESIGN
 ARCHITECTURAL
 GENERAL CONSTRUCTION
 DOCUMENTS
 1000 W. PACIFIC HIGHWAY
 LONG BEACH, CA 90806
 (562) 431-1111

PROJECT TITLE
 LOAN MAX

SHEET TITLE
 EXTERIOR COLORS

JOB NO.	DATE
124013	2/10/2013

SHEET NO.
A-6-1

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PENNBROOKE FINANCIAL

Community survey – Streets Canvassed

Legend

Proposed Location
201 W. Pacific Coast
Highway, Long Beach

Main Streets

710 Freeway

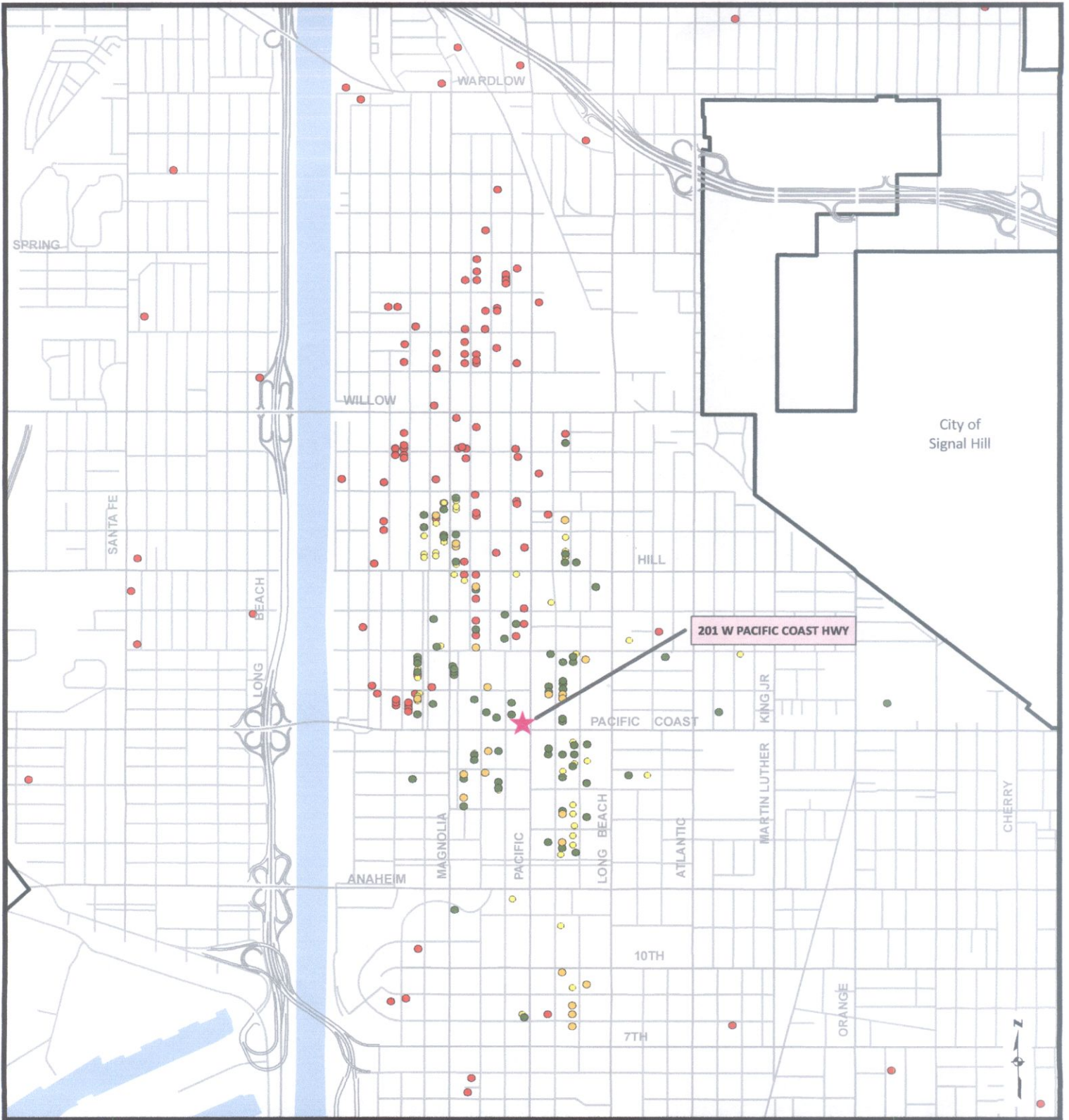
Streets canvassed

Results

In Support = 49%
Not in Support = 11%
No Preference = 37%
No Response = 3%

Total Participants = 220





MAP FEATURES

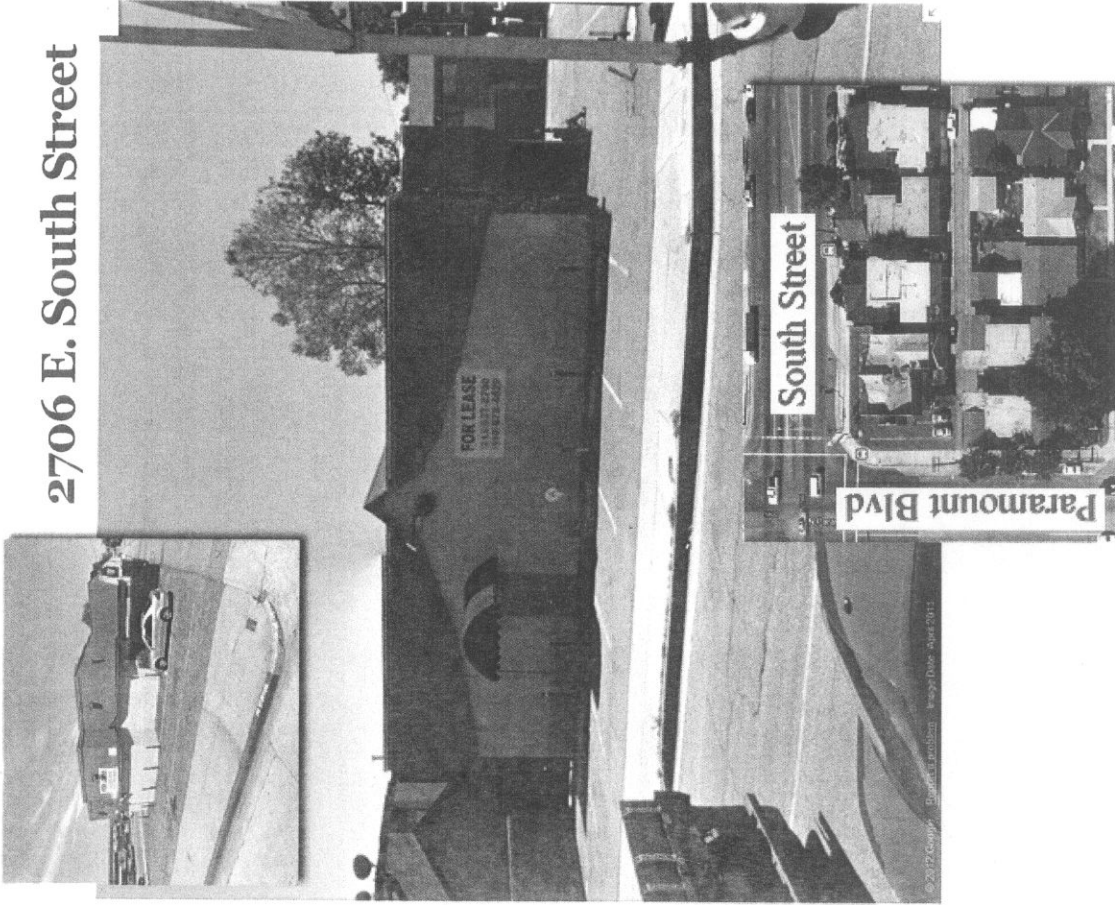
- Support (111)
- Do Not Support (25)
- No Preference (79)
- Community Petition - Not in Support (252)
- Points Not in Map Extent (101)

City of Long Beach, California

**Community Petition and
Applicant Survey**

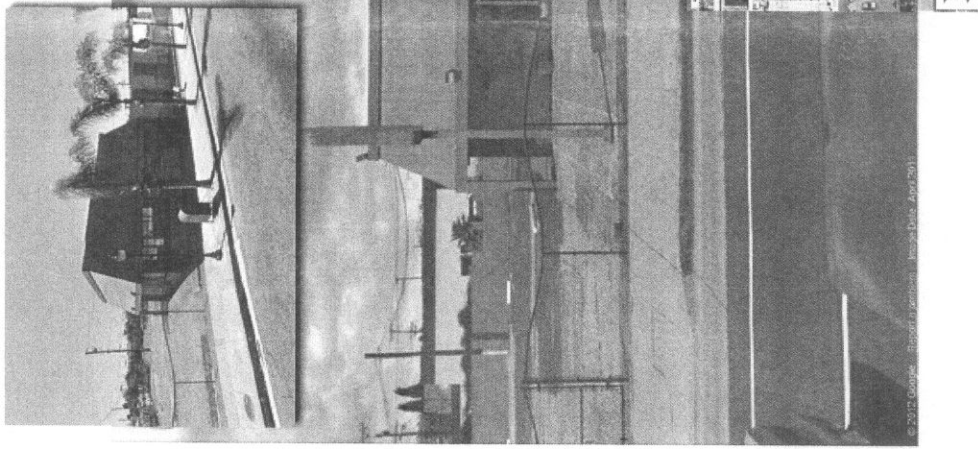
Pennbrooke Financial Services Proposed Location

2706 E. South Street



This site is currently a vacant building on the corner of South Street and Paramount Blvd. The site is the location of the closed bar “Ajas”

201 W. Pacific Coast Highway



This site is currently a vacant building on a corner lot. The site was the location of a proposed CRA redevelopment for a market. Pennbrooke is working with the City Of Long Beach and property owner to phase their project into a new proposed market.

Pennbrooke Financial Services

Pennbrooke Financial Services is a Georgia-based consumer lending institution founded in 1990, with over 500 branches in 22 states. Pennbrooke is also currently expanding into various California locations. On March 6th 2012 Pennbrooke filed applications with the City of Long Beach to open two branch offices. This pamphlet has been created to provide the citizens of Long Beach information about Pennbrooke Financial Services, their business practices and the proposed locations for their first two branch offices in Long Beach.

About Pennbrooke Financial Services

- Pennbrooke holds a California Finance Lenders license pursuant to Division 9 of the California Finance Code.
- Pennbrooke is **not** a payday lender, check casher or pawn broker.
- Pennbrooke only offers loans to people who own the title to their vehicle and who can demonstrate their ability to repay the loan.
- Pennbrooke charges simple interest (never compounded) at a rate that will not change during the term of the loan.
- Pennbrooke makes its rates clear and easy to understand. Key loan terms are explained both verbally and in writing to ensure the borrower is fully informed about their loan.
- Pennbrooke loans have no hidden fees such as origination, document, processing, or late fees.
- All loans are given in the form of a company check.
- Pennbrooke advertises through local TV and local print and does not make outbound calls to solicit business.

FOR MORE INFORMATION:

Pennbrooke Financial Services values community feedback. If you have any questions or concerns please feel free to contact their local representatives at 323-463-0377

How loans are made at Pennbrooke

Pennbrooke Financial Services Specializes in short term consumer loans secured against the borrower's vehicle title. These loans are often made to tradesmen and self-employed entrepreneurs who need short term working capital.

Branch staff work on-site to evaluate income, appraise value, set loan amounts and issue loans. Typically a loan is approved and issued in 30 minutes. By state law all loan amounts offered by Pennbrooke in California must exceed \$2,500.

All loan terms are fully disclosed by branch staff who explain rates and repayment terms. Loans are typically short term (less than four months) and there are no penalties for early or late payment.

To be competitive with other lenders the proposed rate of interest will be one-third of one percent per day. That is 33 cents per one hundred dollars. On the minimum \$2,500.00 dollar loan the daily interest fee would be \$8.25 cents per day.

Pennbrooke works with their customers who have difficulty making payments. Branch Managers are given the authority to extend payment dates and write off balances due. If repossession is necessary, Pennbrooke hires fully licensed and reputable third-party contractors. Vehicles are held at a secure facility offsite for a period of at least 30 days. During this period customers may redeem their vehicle.

Pennbrooke will never pursue borrowers for any unpaid loan balances after sale of collateral and Pennbrooke always turns over surplus funds received from auctions.

How Pennbrooke Financial Services will impact Long Beach

- Pennbrooke hires from the local community for all positions
- Pennbrooke operates during normal banking hours
- Pennbrooke has budgeted over \$250,000 for improvements to both sites. Local contractors shall be hired for renovations
- Pennbrooke will meet with City planning staff to insure the branch design meets local standards
- Pennbrooke branches are designed for individual customer service and do not contain security bars or bulletproof glass barriers.

PENNBROOKE FINANCIAL SERVICES, LLC

Company Description and Business Plan:

Pennbrooke Financial Services, LLC (“Pennbrooke”) is a Georgia based limited liability company. Pennbrooke is currently expanding and will be doing business in various California cities. Pennbrooke Financial Services, LLC is in the “consumer lending business” and is licensed as a Finance Lender pursuant to Division 9 of the California Finance Code. Pennbrooke is a highly regulated entity subject to periodic examinations by State examiners and holds the same license as other well-known California lenders such as Household Finance Company and Springleaf Financial Services (formally American General Finance). Pennbrooke, like other finance lenders, is authorized to make secured or unsecured loans in any amount, in either a closed-end structure (installment loans) or open-end structure (revolving accounts).

Pennbrooke is a sister company to a variety of other companies in the financial services industry. This family of companies has nearly five hundred locations in twenty States.

Pennbrooke is a consumer loan business. Loan offices will be highly visible and well advertised, have a recognized corporate style, and offer prompt, friendly service. Pennbrooke will offer secured and unsecured loans to consumers.

Pennbrooke is neither a check-casher (which are licensed pursuant to Division 3 of the California Finance Code), a pawnbroker (which are licensed pursuant to Division 8 of the California Finance Code), nor a payday lender (which are licensed pursuant to Division 10 of the California Finance Code).

Pennbrooke’s offices are professional and inviting in appearance. The premises does not contain bars, Plexiglass, or door buzzers like those found in less desirable business. Pennbrooke will not store personal property on the premises, as a pawnbroker would. Pennbrooke’s office will contain desks, chairs, computers, telephones, and filing cabinets for loan files.

FINANCIAL CODE

SECTION 22300-22347

22300. No licensee shall directly or indirectly charge, contract for, or receive any interest or charge of any nature unless a loan is made.

22301. (a) No licensee shall directly or indirectly charge, contract for, or receive any interest or charge of any nature with respect to a loan of five thousand dollars (\$5,000) or more unless the loan is made.

(b) Notwithstanding subdivision (a), whenever a loan of five thousand dollars (\$5,000) or more is not consummated because of the borrower's failure to disclose outstanding liens or other information essential to making the loan or solely because of the borrower's failure to complete the loan in accordance with the loan application, a licensee may charge, contract for, and receive an amount equal to the actual expenses incurred by the licensee in connection with the preparation for the loan.

22302. (a) Section 1670.5 of the Civil Code applies to the provisions of a loan contract that is subject to this division.

(b) A loan found to be unconscionable pursuant to Section 1670.5 of the Civil Code shall be deemed to be in violation of this division and subject to the remedies specified in this division.

22303. Every licensee who lends any sum of money may contract for and receive charges at a rate not exceeding the sum of the following:

(a) Two and one-half percent per month on that part of the unpaid principal balance of any loan up to, including, but not in excess of two hundred twenty-five dollars (\$225).

(b) Two percent per month on that portion of the unpaid principal balance in excess of two hundred twenty-five dollars (\$225) up to, including, but not in excess of nine hundred dollars (\$900).

(c) One and one-half percent per month on that part of the unpaid principal balance in excess of nine hundred dollars (\$900) up to, including, but not in excess of one thousand six hundred fifty dollars (\$1,650).

(d) One percent per month on any remainder of such unpaid balance in excess of one thousand six hundred fifty dollars (\$1,650).

This section does not apply to any loan of a bona fide principal amount of two thousand five hundred dollars (\$2,500) or more as determined in accordance with Section 22251.

22304. As an alternative to the charges authorized by Section 22303, a licensee may contract for and receive charges at the greater of the following:

(a) A rate not exceeding 1.6 percent per month on the unpaid principal balance.

(b) A rate not exceeding five-sixths of 1 percent per month plus a percentage per month equal to one-twelfth of the annual rate prevailing on the 25th day of the second month of the quarter preceding the quarter in which the loan is made, as established by the Federal Reserve Bank of San Francisco, on advances to member banks under Sections 13 and 13a of the Federal Reserve Act, as now in effect or hereafter from time to time amended, or if there is no single determinable rate for advances, the closest counterpart of this rate as shall be determined by the Commissioner of Financial Institutions. Charges shall be calculated on the unpaid principal balance.

(c) This section does not apply to any loan of a bona fide principal amount of two thousand five hundred dollars (\$2,500) or more as determined in accordance with Section 22251.

22305. In addition to the charges authorized by Section 22303 or 22304, a licensee may contract for and receive an administrative fee, which shall be fully earned immediately upon making the loan, with respect to a loan of a bona fide principal amount of not more than two thousand five hundred dollars (\$2,500) at a rate not in excess of 5 percent of the principal amount (exclusive of the administrative fee) or fifty dollars (\$50), whichever is less, and with respect to a loan of a bona fide principal amount in excess of two thousand five hundred dollars (\$2,500), at an amount not to exceed seventy-five dollars (\$75). No administrative fee may be contracted for or received in connection with the refinancing of a loan unless at least one year has elapsed since the receipt of a previous administrative fee paid by the borrower. Only one administrative fee may be contracted for or received until the loan has been repaid in full. For purposes of this section, "bona fide principal amount" shall be determined in accordance with Section 22251.

22306. No amount in excess of that allowed by this article shall be directly or indirectly charged, contracted for, or received by any person, and the total charges of the finance lender and broker and any other person in the aggregate shall not exceed the maximum rate provided for in this article.

22307. (a) Except as provided in Section 22305 and Article 4 (commencing with Section 22400), all charges on loans made under this division shall be computed and paid only as a percentage per month of the unpaid principal balance or portions thereof, and shall be so expressed in every obligation signed by the borrower. The charges on loans shall be computed on the basis of the number of days actually elapsed. For the purpose of these computations, a month is any period of 30 consecutive days.

(b) The loan contract shall provide for payment of the aggregate amount contracted to be paid in substantially equal periodical installments, the first of which shall be due not less than 15 days nor more than one month and 15 days from the date the loan is made.

This subdivision shall not apply to a loan made to a graduate student at an accredited college or university while the student is actively pursuing a study program leading to a postbaccalaureate degree, or to a student loan made by an eligible lender under the Higher Education Act of 1965, as amended (20 U.S.C. Sec. 1070 et seq.), or to a student loan made pursuant to the Public Health Service Act, as amended (42 U.S.C. Sec. 294 et seq.).

(c) This section shall not apply to open-end loans.

22308. Notwithstanding Section 22307, a licensee may contract for and receive charges on the unpaid principal balance at a single annual percentage rate, applied on the basis of the number of days actually elapsed, if the annual rate would produce a finance charge at the maturity of the contract not in excess of the finance charge resulting from the application of the graduated rates specified in Section 22303, when the loan is paid according to its terms, and charges are computed on the basis that a month is any period of 30 consecutive days, as provided in Section 22307; provided, however, that if prepayment in full occurs on or before the third installment date, all charges shall be recomputed as a percentage per month of the unpaid principal balance or portions thereof, based on the number of days actually elapsed.

22309. Except as provided in Section 22305 and Article 4 (commencing with Section 22400), no charges on loans made pursuant to this division shall be paid, deducted, or received in advance, or compounded. However, if part or all of the consideration for a new loan contract is the unpaid balance of a prior loan, the principal amount payable under the new loan contract may include any unpaid interest that has accrued on the prior loan. The unpaid principal balance of a precomputed loan is the balance due after refund or credit of unearned interest as provided in Section 22400. At the time of making the loan, the licensee shall deliver to the borrower, or, at the direction of the borrower, deliver to another person, an amount equal to the face value of the loan and the note evidencing the loan.

22310. (a) Except for a rebate or refund pursuant to any administrative, civil, or criminal action, or any act of the commissioner, a rebate or refund required to be made upon payment in full of a loan pursuant to this division need not be made if the aggregate of all rebates or refunds required in connection with a loan is less than one dollar (\$1).

(b) No licensee shall contract for or receive any payment required in connection with a loan for the purpose of avoiding a rebate or refund of less than one dollar (\$1).

22311. No person in connection with or incidental to the making of any loan regulated by this division may require the borrower to

contract for purchase, or agree to purchase, any other thing in connection with the loan. A policy of insurance of the type specified in Section 22313 and credit life and disability insurance is not prohibited by this section. A policy of insurance of the type defined by subdivision (a) of Section 12640.02 of the Insurance Code shall not be deemed to be a collateral sale, purchase, or agreement within the terms of this section or of Section 22201 or 22312.

22312. No person in connection with or incidental to the making of a loan shall require the borrower to enter into any collateral sales agreements or contracts, other than the contract of pledge, assignment, or mortgage or personal property, or if otherwise permitted by this division, the deed of trust, mortgage, or lien on real property, by the borrower to the lender as security for the repayment of the loan and charges on the loan. Insurance of the type specified in Section 22313, credit life insurance, and credit disability insurance are not prohibited by this section.

22313. Insurance on tangible personal or real property offered as security shall not be deemed to be a collateral sale, purchase, or agreement within the terms of Section 22201, 22311, or 22312, when all the following requirements are met:

(a) The insurance is sold at standard rates through licensed insurance brokers or agents.

(b) The policy is written to cover the property that is offered as security for a loan.

(c) The property is reasonably insured against loss for a reasonable term, which may be up to the term of the loan.

(d) The policy relating to personal property is made payable to the borrower or any member of his or her family even though the customary mortgagee clause is attached or the mortgagee is a coassured.

(e) Except in the case of purchase money encumbrances, the amount of title insurance shall not exceed the principal amount of the loan that is secured by a deed of trust, mortgage, or lien on the real property that is the subject of the policy of title insurance.

(f) The policy of title insurance insures the lender or is made payable jointly to the lender and the borrower as their interests may appear.

(g) Title insurance is placed through a title insurance company, duly authorized to do business in the state in which the real property is located, at rates comparable to rates being used by other title insurance companies duly authorized to do business in that state.

(h) Title insurance is placed in connection with the renewal or extension of a loan only when the additional cash advance is at least one thousand dollars (\$1,000).

This section does not apply to any loan of a bona fide principal amount of ten thousand dollars (\$10,000) or more, or to a duly licensed finance lender in connection with any such loan or loans as determined in accordance with Section 22251.

22314. (a) Credit insurance shall not be deemed to be a collateral sale, purchase, or agreement within the terms of Section 22201, 22311, or 22312 when the insurance is provided in accordance with the provisions of the Insurance Code and this section. As used in this division:

(1) "Credit insurance" means credit life, disability, and loss-of-income insurance, or any combination of these coverages.

(2) "Credit life insurance" and "credit disability insurance" have the same meanings as defined in Section 779.2 of the Insurance Code.

(3) "Credit loss-of-income insurance" means insurance issued to provide indemnity for payments becoming due on a specific loan or other credit transaction while the debtor is involuntarily unemployed, as defined in the policy.

(b) A licensee may provide credit insurance with the borrower's consent, the form to be approved by the Insurance Commissioner, and a copy, together with evidence of its approval by the Insurance Commissioner, and a copy of the schedule of rates together with evidence of its approval by the Insurance Commissioner, to be filed with the commissioner prior to the offer or sale of the credit insurance and in an amount not in excess of the amount of the indebtedness, and, with respect to credit life or disability insurance, may collect from the borrower an amount not in excess of that permitted by or pursuant to Section 779.36 of the Insurance Code.

(c) If the loan is prepaid in full by cash, a new loan, refinancing, or otherwise (except by that insurance) before the final installment date, the borrower shall receive a rebate of that amount computed in accordance with the formula approved by the Insurance Commissioner pursuant to Section 779.14 of the Insurance Code.

(d) When charges for the loan are precomputed in accordance with Section 22400, any permitted deferment charge may be computed on the combined total of the precomputed charge and the credit insurance charge. Only one deferment charge may be collected in connection with any loan contract, irrespective of the number of borrowers, and only one borrower need be insured. The amount of the deferment charge may be deducted from the principal of the loan.

(e) If life or disability insurance is provided, and if the insured borrower dies or becomes disabled during the term of the loan contract, the insurance shall be sufficient to pay the total amount due on the loan, excluding unearned charges, outstanding on the date of death, or all amounts that become due on the loan during the period of disability, as the case may be, without any exception, reservation, or limitation, subject, however, to the provisions of Section 22315.

(f) Any credit insurance provided shall be in force as soon as the loan is made. A licensee shall not require credit insurance as a condition of making a loan.

(g) If a borrower procures credit insurance by or through a licensee, the statement required by Section 22338 shall disclose the cost of the credit insurance to the borrower, and the licensee shall deliver or cause to be delivered to the borrower a copy of the policy, certificate, or other evidence thereof, within a reasonable time. In the event a licensee provides credit disability or loss-of-income insurance pursuant to this division, the licensee shall also deliver an understandable written statement to the

borrower detailing the conditions under which the borrower will be entitled to make a claim under the insurance policy and the procedure to be followed in making the claim. This statement shall be first approved by the Insurance Commissioner.

(h) The amount charged to the borrower for credit life or disability insurance shall not exceed the amount established by or pursuant to Section 779.36 of the Insurance Code.

(i) Nothing in this article shall prevent a licensee from selling insurance as other business if authorized by Section 22154.

This section does not apply to any loan of a bona fide principal amount of ten thousand dollars (\$10,000) or more, or to a duly licensed finance lender in connection with any such loan or loans as determined in accordance with Section 22251.

22315. (a) Credit disability insurance written pursuant to Section 22314 shall not provide indemnity against the risk that the borrower will become disabled for a period of less than 14 days. The insurance may provide indemnity for any single period of continuous disability of 14 days or longer, after which the risk may become compensable. The insurance may be offered with retroactive coverage to an earlier date based upon the disability having continued for a period stated in the policy, but if insurance with retroactive coverage is offered, it shall also be offered without retroactive coverage, and the premium rate for each coverage shall be separately stated in writing to the borrower.

(b) If insurance with retroactive coverage is provided, the coverage shall provide for a prorated payment based upon the fraction of the month during which the insured is disabled, provided that the insured is continuously disabled during the waiting period set forth in the policy. If insurance without retroactive coverage is provided, the coverage shall provide for a prorated payment based upon the fraction of the month during which the insured is disabled, after first excluding the elimination period set forth in the policy. For the purpose of this subdivision, a month is any period of 30 consecutive days.

(c) Credit disability insurance, if made available by a licensee, shall be available on a monthly or annual premium basis, and the premium by the month shall not exceed a pro rata relationship to the annual premium. Credit disability insurance need not be offered for a period less than the term of the loan to which it is applicable, and no credit disability insurance shall be written for a period in excess of the term of the loan to which it is applicable.

(d) The monthly disability benefit payable with respect to an open-end loan shall not exceed the monthly payment computed pursuant to Section 22453 on the outstanding balance at the time disability is incurred.

This section does not apply to any loan of a bona fide principal amount of ten thousand dollars (\$10,000) or more, as determined in accordance with Section 22251.

22316. A licensee may collect the cost of a lot book report purchased in lieu of the title insurance provided for in Section 22313. The cost is not included in charges as defined in this

division or in determining the maximum charges that may be made under this article.

22317. On any loan made that is secured by real property, an appraisal fee not to exceed the actual cost of the appraisal may be charged by the licensee if a written appraisal is provided to the licensee by a qualified appraiser. Only one fee for appraising the same real property may be collected unless the borrower has obtained a new or additional loan and more than one year has elapsed since the prior appraisal. The fee is not included in charges as defined in this division or in determining the maximum charges that may be made under this article.

22317.2. (a) A licensee may collect a fee for use of an automated valuation model result prepared by a third party not to exceed the actual cost paid to the third party for a written automated valuation model result in lieu of the appraisal provided for in Section 22317. The borrower shall not be charged for both an automated valuation model result and an appraisal as defined in Section 22317 for the same property in a single transaction. Only one fee for providing an automated valuation model result or an appraisal for the same real property may be collected unless the borrower has obtained a new or additional loan and more than one year has elapsed since the prior delivery of an automated valuation model result or an appraisal. However, if a fee for an automated valuation model result has been paid, an appraisal fee minus the amount that has been paid by the borrower for the automated valuation model result may be charged for an appraisal for the same real property within one year if the borrower has obtained a new or additional loan. The fee is not included in charges as defined in this division or in determining the maximum charges that may be made under this article.

(b) A licensee in a loan transaction secured by real property shall provide notice as described in this section to a borrower of the borrower's right to receive a copy of the automated valuation model result, provided he or she has paid a fee for the automated valuation model result. A borrower's written request for a copy of an automated valuation model result shall be received by the licensee no later than 90 days after (1) the licensee has provided notice of the action taken on the application, including a notice of incompleteness, or (2) the application has been withdrawn.

(c) The licensee shall mail or deliver a copy of an automated valuation model result within 15 days after receiving a written request from the borrower, or within 15 days after receiving the automated valuation model result, whichever occurs later.

(d) Where the loan is proposed to be secured by real property, the notice of the borrower's right to a copy of the automated valuation model result shall be given in at least 10-point boldface type, as a separate document in a form that the borrower may retain, and no later than 15 days after the licensee receives the written application. The notice shall specify that the borrower's request for the automated valuation model result must be in writing and must be received by the licensee no later than 90 days after the licensee provides notice of the action taken on the application or a notice of incompleteness, or in the case of a withdrawn application, 90 days

after the withdrawal. The notice shall also include the following statement: "An automated valuation model is not an appraisal. It is a computerized property valuation system that is used to derive a real property value." An address to which the request should be sent shall be specified in the notice. Release of the automated valuation model result to the borrower may be conditioned upon payment of the fee.

(e) This section does not apply to automated valuation model results obtained by licensees on property owned by the licensee, nor to automated valuation model results obtained by the licensee in anticipation of modifying any existing loan agreement if the licensee does not charge for the use of the automated valuation model result.

(f) For purposes of this section, an "automated valuation model" is a computerized property valuation system that is used to derive a real property value.

(g) Nothing in this section authorizes the use of an automated valuation model result in lieu of an appraisal that is required under state or federal law.

22317.5. On any loan secured by real property, a licensee may not do either of the following:

(a) Fail to disburse funds in accordance with a commitment to make a loan that is accepted by the applicant.

(b) Intentionally delay the closing of a loan for the sole purpose of increasing interest, costs, fees, or charges payable by the borrower.

22318. On any loan made that is secured by real property, an escrow fee of a reasonable amount may be charged. The fee shall be considered reasonable when paid to a company licensed to do business under the Escrow Law (Division 6 (commencing with Section 17000)), or any person exempted by the Escrow Law, provided that the fees are comparable to fees charged by escrow companies authorized to do business in this state. The fee is not included in charges defined in this division in determining the applicable maximum charges that may be made under this article.

22319. On any loan that is secured by real property, the fee to be paid to the trustee for reconveyance of the trust deed may be collected by the licensee for transmittal to the trustee. The fee is not included in charges defined in this division or in determining the applicable maximum charges that may be made under this article.

22320. With respect to a loan under this division, a fee not to exceed fifteen dollars (\$15) for the return by a depository institution of a dishonored check, negotiable order of withdrawal, or share draft may be charged and collected by the licensee. The fee is not included in charges defined in this division or in determining

the applicable maximum charges that may be made under this article.

22320.5. (a) A licensee may contract for and receive a delinquency fee not in excess of one of the following amounts:

(1) For a period in default of not less than 10 days, an amount not in excess of ten dollars (\$10).

(2) For a period in default of not less than 15 days, an amount not in excess of fifteen dollars (\$15).

(b) The delinquency fee may not be collected more than once for the same default and may be collected at the time of the default or at any time thereafter. If the delinquency fee is deducted from any payment received after default occurs, and the deduction results in the default of a subsequent installment, no fee may be collected for the resulting default. The delinquency fee under this section is not included in charges defined in this division or in determining applicable maximum charges that may be made under this article.

(c) For open-end loans made under Article 5 (commencing with Section 22450), a licensee shall not collect or receive the delinquency fee set forth in subdivision (a) unless there is a minimum of 20 days, inclusive, between the monthly billing date and the date upon which the minimum payment is due, exclusive of the applicable grace period provided in subdivision (a).

(d) This section shall not apply to precomputed loans as described in Section 22400.

22321. If credit loss-of-income insurance is provided pursuant to this division, it shall be subject to the following conditions:

(a) The insurance shall provide indemnity in accordance with the terms of the policy after any single period of continuous unemployment of 45 days or less as determined by the policy, after which benefits shall commence. The insurance may be offered with retroactive coverage to an earlier date based upon unemployment having continued for the period stated in the policy.

(b) The statement required by Section 22337 shall include disclosure of the term of the coverage, the conditions of coverage, the benefits to be paid, and the exclusions from coverage.

(c) The borrower shall sign a certificate of voluntary acceptance of any credit loss-of-income insurance purchased. The certificate shall state in boldface type that is larger than the type used in the loan contract that purchase of the insurance is not a necessary condition of receiving the loan, and that the insurance may be canceled by the borrower at any time within 15 days after it goes into effect. If the borrower cancels the insurance within 15 days, a full refund shall be made of the premium paid.

(d) The minimum benefit shall be payment up to the agreed amount on not less than four benefit payments, as stated in the policy, which accrue during a covered period of unemployment, except that during the first 60 days after inception of the policy, the minimum benefit may be payment up to the agreed amount of one-half the number of benefit payments, as stated in the policy, which accrue during a covered period of unemployment. The maximum benefits shall be established in the contract of insurance.

(e) If combination credit disability and credit loss-of-income

coverage is offered, credit disability and credit loss-of-income coverage shall also be offered separately.

(f) Benefits may not be denied because the insured cannot establish a valid claim for unemployment compensation benefits under Part 1 (commencing with Section 100) of Division 1 of the Unemployment Insurance Code solely because the former employer was not required to contribute to the State Unemployment Fund.

(g) If insurance with retroactive coverage is provided, the coverage shall provide for a prorated payment based upon the fraction of the month during which the insured is unemployed, provided that the insured is continuously unemployed during the waiting period set forth in the policy. If insurance without retroactive coverage is provided, the coverage shall provide for a prorated payment based upon the fraction of the month during which the insured is unemployed, after first excluding the elimination period set forth in the policy. For the purpose of this subdivision, a month is any period of 30 consecutive days.

(h) When unemployment continues for a number of months equal to or greater than the maximum number of benefit payments stated in the policy, the final payment shall be equal to the difference between a benefit payment and the initial prorated payment.

(i) As used in this section, "benefit payment" means payment of an amount equal to a loan repayment installment or a maximum amount established in the contract of insurance, whichever is less.

(j) The minimum benefit payment offered may not be less than the amount of a loan repayment installment unless the borrower or borrowers have two or more sources of income. If the maximum benefit payment offered is less than the amount of a loan repayment installment, the borrower shall also be offered coverage in which the maximum benefit payment is equal to the amount of a loan repayment installment.

This section does not apply to any loan of a bona fide principal amount of ten thousand dollars (\$10,000) or more, or to a duly licensed finance lender in connection with any such loan or loans as determined in accordance with Section 22251.

22322. A loan lawfully made outside the state may be enforced in this state as to the unpaid principal balance of the loan together with the interest, consideration, brokerage, and all other charges, to the extent of but not to exceed the unpaid principal balance and the aggregate amount of interest, consideration, brokerage, and all other charges permitted by this division in connection with a loan of the same amount made within this state.

22323. Any person who collects or attempts to collect in this state the unpaid principal balance of a loan made outside the state and a greater aggregate amount of interest, consideration, brokerage, and all other charges in connection with the loan than is permitted by this division in connection with a loan of the same amount made within this state, is subject to the provisions of this division.

22324. Any person who contracts for or negotiates in this state a loan to be made outside the state for the purpose of evading or avoiding the provisions of this division is subject to the provisions of this division.

22325. Every licensee shall display prominently in each licensed place of business a full and accurate schedule of the charges to be made and the method of computing the charges. The schedule is subject to the approval of the commissioner.

22326. No person, except as authorized by this division, shall directly or indirectly charge, contract for, or receive any interest, discount, or consideration greater than the lender would be permitted by law to charge if he or she were not a licensee hereunder, upon the loan, use, or forbearance of money, goods, or things in action, or upon the loan, use, or sale of credit. This section applies to any person, who by any device, subterfuge, or pretense charges, contracts for, or receives greater interest, consideration, or charges than is authorized by this division for any loan, use, or forbearance of money, goods, or things in action or for any loan, use, or sale of credit.

22327. No licensee shall knowingly induce any borrower to split up or divide any loan with any other licensee. No licensee shall induce or permit any borrower to be or to become obligated directly or indirectly, or both, under more than one contract of loan at the same time with the same licensee for the purpose or with the result of obtaining a higher rate of charge than would otherwise be permitted by this article, except as otherwise required by the federal Equal Credit Opportunity Act (15 U.S.C. Sec. 1691 et seq.; P.L. 93-495) and Regulation B promulgated by the Board of Governors of the Federal Reserve System (12 C.F.R. 202 et seq.). For the purpose of this section, "borrower" includes any husband and wife, whether jointly or severally obligated.

22328. (a) This section applies to a loan secured in whole or in part by a lien on a motor vehicle as defined by subdivision (k) of Section 2981 of the Civil Code.

(b) Any provision in any loan contract to the contrary notwithstanding, at least 15 days' written notice of intent to dispose of a repossessed or surrendered motor vehicle must be given to all persons liable on the loan. The notice shall be personally served or shall be sent by certified mail, return receipt requested, or first-class mail, postage prepaid, directed to the last known address of the persons liable on the loan. Except as otherwise provided in Section 2983.8 of the Civil Code, those persons shall be liable for any deficiency after disposition of the repossessed or surrendered motor vehicle only if the notice prescribed by this section is given within 60 days of repossession or surrender and does

all of the following:

(1) States that those persons shall have a right to redeem the motor vehicle by paying in full the indebtedness evidenced by the loan note until the expiration of 15 days from the date of giving or mailing the notice, provides an itemization of the loan balance and of any costs and fees authorized by this division, and states the computation or estimate of the amount of any credit for unearned finance charges or canceled insurance as of the date of the notice.

(2) States either that there is a conditional right to reinstate the loan until the expiration of 15 days from the date of giving or mailing the notice and all the conditions precedent thereto or that there is no right of reinstatement and provides a statement of reasons therefor.

(3) States that, upon written request, the licensee shall extend for an additional 10 days the redemption period or, if entitled to the conditional right of reinstatement, both the redemption and reinstatement periods. The licensee shall provide the proper form for applying for these extensions with the substance of the form being limited to the extension request, spaces for the requesting party to sign and date the form, and instructions that it must be personally served or sent by certified or registered mail, return receipt requested, to a person or office and address designated by the licensee and received before the expiration of the initial redemption and reinstatement periods.

(4) Discloses the place at which the motor vehicle will be returned to the persons liable on the loan upon redemption or reinstatement.

(5) Designates the name and address of the person or office to whom payment shall be made.

(6) States the licensee's intent to dispose of the motor vehicle upon the expiration of 15 days from the date of giving or mailing the notice, or if by mail and either the place of deposit in the mail or the place of address is outside of this state, the period shall be 20 days instead of 15 days, and further, that upon written request to extend the redemption period and any applicable reinstatement period for 10 days, the licensee shall, without further notice, extend the period accordingly.

(7) Informs the persons liable on the loan that, upon written request, the licensee shall furnish a written accounting regarding the disposition of the motor vehicle as provided for in subdivision (c). The licensee shall advise them that the request must be personally served or sent by first-class mail, postage prepaid, or certified mail, return receipt requested, to a person or office and address designated by the licensee.

(8) Includes a notice, in at least 10-point bold type if the notice is printed, reading as follows:

"NOTICE: YOU MAY BE SUBJECT TO SUIT AND LIABILITY IF THE AMOUNT OBTAINED UPON DISPOSITION OF THE VEHICLE IS INSUFFICIENT TO PAY THE LOAN BALANCE AND ANY OTHER AMOUNTS DUE."

(c) Unless automatically provided to the borrower within 45 days after the disposition of the motor vehicle, the licensee shall provide a written accounting regarding the disposition to any person liable on the loan within 45 days after their written request, if the request is made within one year after the disposition. The accounting shall itemize:

- (1) The gross proceeds of the disposition.
- (2) The reasonable and necessary costs and fees authorized by this division incurred in repossessing the motor vehicle.
- (3) The satisfaction of indebtedness secured by any subordinate lien or encumbrance on the motor vehicle if written notification of demand therefor is received before distribution of the proceeds is completed. If requested by the licensee, the holder of a subordinate lien or encumbrance shall seasonably furnish reasonable proof of its interest, and unless it does so, the seller or holder need not comply with its demand.
- (d) In all sales that result in a surplus, the licensee shall furnish an accounting as provided in subdivision (c) whether or not requested by the borrower. The surplus shall be returned to the borrower within 45 days after the sale is conducted.

22329. (a) This section applies to a loan secured in whole or in part by a lien on a motor vehicle as defined by subdivision (k) of Section 2981 of the Civil Code.

(b) In the absence of default in the performance of any of the borrower's obligations under the loan, the licensee may not accelerate the maturity of any part or all of the amount due thereunder or repossess the motor vehicle.

(c) If, after default by the borrower, the licensee repossesses or voluntarily accepts surrender of the motor vehicle, any person liable on the loan shall have a right to reinstate the loan and the licensee shall not accelerate the maturity of any part or all of the loan prior to the expiration of the right to reinstate, unless the licensee reasonably and in good faith determines that:

(1) The borrower or any other person liable on the loan by omission or commission intentionally provided false or misleading information of material importance on his or her credit application.

(2) The borrower or any other person liable on the loan has concealed the motor vehicle or removed it from the state in order to avoid repossession.

(3) The borrower or any other person liable on the loan has committed or threatens to commit acts of destruction, or has failed to take care of the motor vehicle in a reasonable manner, so that the motor vehicle has or may become substantially impaired in value.

(d) Exercise of the right to reinstate the loan shall be limited to once in any 12-month period and twice during the term of the loan.

(e) The provisions of this subdivision shall govern the method by which a loan shall be reinstated with respect to curing events of default that were grounds for repossession or that occurred subsequent to repossession.

(1) Where the default is the result of the borrower's failure to make any payment due under the loan, the borrower or any other person liable on the loan shall make the defaulted payments and pay any applicable delinquency charges.

(2) Where the default is the result of the borrower's failure to keep and maintain the motor vehicle free from all encumbrances and liens of every kind, the borrower or any person liable on the loan shall either satisfy all the encumbrances and liens or, in the event the licensee satisfies the encumbrances and liens, the borrower or any other person liable on the loan shall reimburse the licensee for all reasonable costs and expenses incurred therefor.

(3) Where the default is the result of the borrower's failure to keep and maintain insurance on the motor vehicle, the borrower or any other person liable on the loan shall either obtain the insurance or, in the event the licensee has obtained the insurance, the borrower or any other person liable on the loan shall reimburse the licensee for premiums paid and all reasonable costs and expenses incurred therefor.

(4) Where the default is the result of the borrower's failure to perform any other obligation under the loan, unless the licensee has made a good faith determination that the default is so substantial as to be incurable, the borrower or any other person liable on the loan shall reimburse the licensee for all reasonable costs and expenses incurred therefor.

(5) Additionally, the borrower or any other person liable on the loan shall reimburse the licensee for actual and necessary fees in an amount not exceeding the amount specified in subdivision (f) of Section 22202 paid in connection with the repossession of a motor vehicle to a repossession agency licensed pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code, and actual fees in conformity with Sections 26751 and 41612 of the Government Code in an amount not exceeding the amount specified in those sections of the Government Code.

(f) If the licensee denies the right to reinstatement under subdivision (c) or paragraph (4) of subdivision (e), the licensee shall have the burden of proof that the denial was justified in that it was reasonable and made in good faith. If the licensee fails to sustain the burden of proof, the licensee shall not be entitled to a deficiency.

22329.5. A licensee, or the agent of a licensee, that has received a notice pursuant to Section 7507.6 of the Business and Professions Code, shall not make a subsequent assignment to skip trace, locate, or repossess the vehicle without simultaneously, and in the same manner by which the assignment is given, advising the assignee of the assignment of the information contained in the notice. As used in this section, "assignment" has the same meaning set forth in Section 7500.1 of the Business and Professions Code.

22330. No licensee shall take a deed of trust, mortgage, or lien upon real property as security for any loan made under this division, except any lien as is created by law upon the recording of an abstract of judgment. This section shall not apply to any loan of a bona fide principal amount of five thousand dollars (\$5,000) or more as determined in accordance with Section 22251.

22331. No licensee shall take any confession of judgment or any power of attorney, except a power of attorney taken to effectuate the transfer of the ownership of any motor vehicle or mobilehome at the time of making the loan.

22332. No licensee shall take any note or promise to pay that does not accurately disclose the actual amount of the loan, the time for which it is made, and the agreed rate of charge or the annual percentage rate pursuant to Regulation Z promulgated by the Board of Governors of the Federal Reserve System.

22333. No licensee shall take any instrument in which blanks are left to be filled in after execution.

22334. No licensee shall enter into any contract for a loan that provides for a scheduled repayment of principal over more than the maximum terms set forth below opposite the respective size of loans.

Principal amount of loan	Maximum term
Less than \$500	24 months and 15 days
\$500 but less than \$1,500 .	36 months and 15 days
\$1,500 but less than	48 months and 15 days
\$3,000	
\$3,000 but less than	60 months and 15 days
\$5,000	

This section does not apply to open-end loans, or to a student loan made by an eligible lender under the Higher Education Act of 1965, as amended (20 U.S.C. Sec. 1070 et seq.), or to a student loan made pursuant to the Public Health Service Act, as amended (42 U.S.C. Sec. 294 et seq.).

22335. The payment by any person in money, credit, goods, or things in action as consideration for any sale or assignment of, or order for, the payment of wages, salary, commissions, or other compensation for services, whether earned or to be earned, is, for the purposes of regulation under this division, a loan secured by the assignment. The amount by which the assigned compensation exceeds the amount of the consideration actually paid is interest and charges upon or for the loan, calculated from the date of payment to the date the compensation is payable.

This section shall not be construed as modifying or affecting existing statutes governing wage assignments in the state, or as authorizing those assignments.

22336. This article does not prohibit any licensee from contracting for, collecting, or receiving the following:

(a) The statutory fee paid by the licensee to any public officer for acknowledging, filing, recording, or releasing in any public office any instrument securing the loan or executed in connection with the loan.

(b) Premiums paid by the licensee of the kind and to the extent described in paragraph (2) of subsection (e) of Section 226.4 of Regulation Z promulgated by the Board of Governors of the Federal Reserve System (12 C.F.R. 226).

These amounts are not included in determining the maximum charges which may be made under this article.

22337. Each licensed finance lender shall:

(a) Deliver or cause to be delivered to the borrower, or any one thereof, at the time the loan is made, a statement showing in clear and distinct terms the name, address, and license number of the finance lender and the broker, if any. The statement shall show the date, amount, and maturity of the loan contract, how and when repayable, the nature of the security for the loan, if any, and the agreed rate of charge or the annual percentage rate pursuant to Regulation Z promulgated by the Board of Governors of the Federal Reserve System (12 C.F.R. 226).

(b) Obtain from the borrower a signed statement as to whether any person has performed any act as a broker in connection with the making of the loan. If the statement discloses that a broker or other person has participated, then the finance lender shall obtain a full statement of all sums paid or payable to the broker or other person. The finance lender shall keep these statements for a period of three years from and after the date the loan has been paid in full, or has matured according to its terms, or has been charged off.

(c) Permit payment to be made in advance in any amount on any contract of loan at any time. The licensee may apply the payment first to any agreed prepayment penalty, then to all charges due, including charges at the agreed rate or rates up to the date of payment, not to exceed the applicable maximum rate permitted by this article.

(d) Deliver or cause to be delivered to the person making any cash payment, or to the person who requests a receipt at the time of making any payment, at the time payment is made on account of any loan, a plain and complete receipt showing the total amount received and identifying the loan contract upon which the payment is applied.

(e) Upon repayment of any loan in full, release all security for the loan, endorse and return any certificate of ownership, and cancel or plainly mark "paid" and return to the borrower or person making final payment, any note, mortgage, security agreement, trust deed, assignment, or order signed by the borrower, or an optical image reproduction thereof, except those documents that are a part of the court record in any action, or that have been delivered to a third person for the purpose of carrying out their terms, or a security agreement that secures any other indebtedness of a borrower to the licensee, or original documents otherwise required by law. When a trust deed on real property has been taken as security for a loan that has been subsequently paid in full, a duly executed request for reconveyance shall be delivered to the trustor or trustee for the purpose of recording a reconveyance. A termination statement, furnished to the borrower as provided for in Sections 9512 and 9513 of the Commercial Code, shall be deemed a release of the security when a financing statement has been filed pursuant to Section 9501 of the Commercial Code.

For purposes of this subdivision, an optical image reproduction shall meet all of the following requirements:

(1) The optical image storage media used to store the document shall be nonerasable write once, read many (WORM) optical image media that does not allow changes to the stored document.

(2) The optical image reproduction shall be made consistent with the minimum standards of quality approved by either the National Institute of Standards and Technology or the Association for Information and Image Management.

(3) Written authentication identifying the optical image reproduction as an exact unaltered copy of the note, trust deed, mortgage, security agreement, assignment or order shall be stamped or printed on the optical image reproduction.

(f) Deliver or cause to be delivered to the potential borrower, or any one thereof, at the time the licensee first requires or accepts any signed instrument or the payment of any fee, a statement showing in clear and distinct terms the name, address, and license number of the finance lender and the broker, if any.

22338. Each licensed broker shall:

(a) Deliver to the borrower, or any one thereof, at the time the final negotiation or arrangement is made, a statement showing in clear and distinct terms the name, address, and license number of the broker and the finance lender. The statement shall show the date, amount, and terms of the agreement with the broker, and all amounts paid or to be paid to the broker and to any person other than the finance lender.

(b) Deliver to the finance lender making the loan a copy of the statement referred to and described in subdivision (a).

(c) Deliver to the person making any payment to the broker to be retained by the broker, a plain and complete receipt for each payment made, at the time it is made, showing the total amount received, and identifying the brokerage agreement and the loan contract upon which the payment is applied. If the payment is made by a person other than the finance lender, a copy of the receipt shall be delivered to the finance lender.

(d) When the borrower pays the loan in full, ensure that the finance lender fully complies with subdivision (e) of Section 22337.

(e) Deliver to the potential borrower or borrowers, at the time the licensee first requires or accepts any signed instrument or the payment of any fee, a statement showing in clear and distinct terms the name, address, and license number of the broker and finance lender.

22339. Nothing contained in this article shall be construed to deny to any licensee hereunder the right of taking and using a security agreement that, in addition to securing an original obligation, may secure the repayment of sums that may be advanced to, or expenditures that may be made at the direction of, the borrower subsequent to the execution of the security agreement and prior to the satisfaction thereof.

22340. (a) A licensee may sell promissory notes evidencing the obligation to repay loans made by the licensee pursuant to this division or evidencing the obligation to repay loans purchased from and made by another licensee pursuant to this division to institutional investors, and may make agreements with institutional

investors for the collection of payments or the performance of services with respect to those notes.

(b) For the purpose of this section, "institutional investor" means the following:

(1) The United States or any state, district, territory, or commonwealth thereof, or any city, county, city and county, public district, public authority, public corporation, public entity, or political subdivision of a state, district, territory, or commonwealth of the United States, or any agency or other instrumentality of any one or more of the foregoing.

(2) A bank, trust company, savings bank or savings and loan association, credit union, industrial bank or industrial loan company, finance lender, residential mortgage lender, or insurance company doing business under the authority of and in accordance with a license, certificate, or charter issued by the United States or any state, district, territory, or commonwealth of the United States.

(3) Trustees of pension, profit sharing, or welfare funds, if the pension, profit sharing, or welfare fund has a net worth of not less than fifteen million dollars (\$15,000,000), except pension, profit sharing, or welfare funds of a licensee or its affiliate, self-employed individual retirement plans, or individual retirement accounts.

(4) A corporation with outstanding securities registered under Section 12 of the Securities Exchange Act of 1934 or any wholly owned subsidiary of that corporation; provided, however, that the purchaser represents that it is purchasing for its own account for investment and not with a view to or for sale in connection with any distribution of the promissory note.

(5) A syndication or other combination of any of the foregoing that is organized to purchase the promissory note.

(6) A trust or other business entity established by an institutional investor for the purpose of issuing or facilitating the issuance of undivided interests in, the right to receive payments from, or that are payable primarily from, a pool of financial assets held by the trust or business entity if all of the following apply:

(A) The business entity is not a sole proprietorship.

(B) The pool of assets consists of one or more of the following:

(i) Interest bearing obligations.

(ii) Other contractual obligations representing the right to receive payments from the assets.

(iii) Surety bonds, insurance policies, letters of credit, or other instruments providing credit enhancements for these assets.

(C) The interests will be either of the following:

(i) Rated investment grade by Standard & Poor's Corporation or Moody's Investors Service, Inc. "Investment grade" means that the securities will be rated by Standard & Poor's Corporation as AAA, AA, A, or BBB, or by Moody's Investor Service, Inc., as Aaa, Aa, A, or Baa, including a rating with a "+" or "-" designation or other variations that occur within these ratings.

(ii) Sold to an institutional investor as otherwise defined in this section.

(D) The offer and sale of the securities is qualified under the Corporate Securities Law of 1968 (Division 1 (commencing with Section 25000) of Title 4 of the Corporations Code) or is registered under federal securities laws, or is exempt from qualification or registration.

(c) In the absence of agreement to the contrary by the licensee

and the institutional investor, all payments received from the collection of payments shall be deposited and maintained in a trust account, and shall be disbursed from the trust account only in accordance with the instructions of the owner of the promissory note.

22340.1. (a) A licensee that is a finance lender may sell to (1) an institutional lender, or (2) an institutional investor described in paragraph (6) of subdivision (b) of Section 22340, promissory notes evidencing the obligation to repay federally related mortgage loans, as defined in Section 3500.2 of Title 24 of the Code of Federal Regulations, purchased from and made by an institutional lender, and may make agreements for the collection of payments and performance of services with respect to those notes. For purposes of this section, "institutional lender" means any bank, trust company, savings bank or savings and loan association, credit union, industrial loan company or residential mortgage lender doing business under the authority of and in accordance with a license, certificate or charter issued by the United States or this state.

(b) In the absence of agreement to the contrary by the licensee and the institutional investor or institutional lender, all payments received from the collection of payments shall be deposited and maintained in a trust account, and shall be disbursed from the trust account only in accordance with the instructions of the owner of the promissory note.

22341. (a) No licensee may make a loan to refinance a retail installment contract subject to Chapter 1 (commencing with Section 1801) of Title 2 of Part 4 of Division 3 of the Civil Code, that is held by the licensee, its subsidiaries, or affiliates, unless all of the following conditions are met:

(1) The buyer has been making installment payments required by the retail installment contract for a period of not less than 90 days. The retail installment contract has a term of not less than 180 days and does not provide for any scheduled installment that is more than twice the amount of any other scheduled installment.

(2) The loan provides for additional proceeds other than for insurance in an amount not less than the outstanding principal balance of the retail installment contract and provides for payment in full of the retail installment contract.

(3) The licensee shall not take a security interest in real property that is the principal residence of the borrower unless the loan has a principal amount of five thousand dollars (\$5,000) or more and the following notice written in the same language, for example, Spanish, as used in the loan documents, is incorporated into the statement used to comply with Section 22338:

"WARNING TO BORROWER: IF YOU ACCEPT THIS LOAN YOU WILL BE PUTTING UP YOUR HOME AS SECURITY. THIS MEANS THAT YOUR HOME COULD BE SOLD WITHOUT YOUR PERMISSION AND WITHOUT ANY COURT ACTION IF YOU MISS ANY PAYMENT AS REQUIRED BY THIS LOAN."

This notice shall be printed in not less than 14-point bold type,

shall be set apart from the rest of the statement by a border, and shall appear directly above a signature block which shall be signed by the borrower. A security interest described in this paragraph that is taken without prior notice and the borrower's signature, as required by this paragraph, shall be void and unenforceable.

(4) The licensee shall not sell, attempt to sell, or agree to sell any goods or services to the borrower, other than credit insurance as defined in Section 22314 and insurance required by the licensee to protect its security interest, until the loan has been in effect for at least 30 days. The amount of insurance required by the licensee to protect its security interest shall not exceed the lesser of the principal amount of the loan or the replacement value of the security as determined by the insurer.

(5) A licensee that is an assignee of the retail installment contract shall continue to be subject under the loan to all equities and defenses of the borrower against the seller arising out of the sale, notwithstanding an agreement to the contrary.

(6) The loan shall not provide for any scheduled installment that is more than twice the amount of any other scheduled installment. This paragraph does not apply to a loan of a bona fide principal amount of ten thousand dollars (\$10,000) or more.

(7) If a loan of a bona fide principal amount of ten thousand dollars (\$10,000) or more provides for any scheduled installment that is more than twice the amount of any other scheduled installment, the loan shall contain the following provision:

"The payment schedule contained in this loan requires that you make a balloon payment of \$_____ (amount of balloon payment) which is a payment of more than double the amount of the regular payments. You have an absolute right to obtain a new payment schedule if you default in the payment of any balloon payment."

If the borrower defaults in the payment of any balloon payment, the borrower shall be given an absolute right to obtain a new payment schedule. Unless agreed to by the borrower, the installment amounts under the new schedule shall not be substantially greater than the average of the preceding installments.

(b) A loan made pursuant to this section shall be subject to this division and not to Chapter 1 (commencing with Section 1801) of Title 2 of Part 4 of Division 3 of the Civil Code.

(c) An action by any licensee or borrower on a loan made pursuant to this section shall be tried in the county in which the loan was signed by the borrower, in the county in which the borrower resided at the time the loan was entered into, or in the county in which the borrower resides at the commencement of the action.

(d) Paragraphs (6) and (7) of subdivision (a) do not apply to open-end loans.

(e) A security interest provided by any retail installment contract in violation of subdivision (b) of Section 1804.3 of the Civil Code shall not serve as consideration in whole or in part for a loan made under this section, notwithstanding any agreement to the contrary.

22342. (a) As used in this section, "instant loan check" or "live check" means any loan or extension of credit that is made available

in the form of a check, draft, or any other negotiable instrument that can be deposited in a bank or used for third-party payments. "Instant loan check" or "live check" does not include a check, draft, or any other negotiable instrument provided in response to an application for credit or as a means of access to an existing loan or extension of credit, including a home equity or personal line of credit.

(b) No person shall produce, advertise, offer, sell, distribute, or otherwise transfer for use in this state any live check unless the document bears the following phrase printed in 12-point type on the front of the document: "THIS IS A LOAN OR AN EXTENSION OF CREDIT. YOU WILL PAY CHARGES."

(c) Live checks shall only be negotiable for a period of 30 days after the date printed on the live check. Printed material accompanying the live check shall advise the consumer to void and destroy the live check if it is not going to be negotiated.

(d) Loan solicitations shall be mailed in envelopes with no indication that a negotiable instrument is contained in the mailing. Envelopes shall be marked with "do not forward" instructions to the postal service in the event that the intended addressee is no longer at the location.

(e) Any loan solicitation made through a live check shall be honored in the full amount by the issuer unless the account on which the solicitation is made is closed by the consumer prior to the date the check is cashed.

(f) In the event that a live check is stolen or incorrectly received by someone other than the intended payee, and the live check is cashed or otherwise negotiated based upon fraud or misrepresentation by someone other than the intended payee, the following safeguards for the consumer shall apply:

(1) The creditor, upon receipt of notification that the consumer did not negotiate the live check and is a victim of identity theft as defined in Section 1798.92 of the Civil Code, shall provide, and the consumer may complete, a statement confirming that the consumer did not deposit, cash, or otherwise negotiate the live check.

(2) Upon completion of the confirmation statement by the consumer, the consumer who was the intended payee shall have no liability for the loan obligation, absent any fraud by that consumer.

(3) Upon receipt of notification that the consumer did not negotiate the live check and is a victim of identity theft as defined in Section 1798.92 of the Civil Code, the creditor shall take appropriate actions set forth in Sections 1785.25 and 1785.26 of the Civil Code.

(g) The commissioner may, after appropriate notice and opportunity for hearing, by order levy administrative penalties against a licensee who violates this section, and the licensee shall be liable for administrative penalties of no more than two thousand five hundred dollars (\$2,500) for each willful violation. Any hearing shall be held in accordance with the Administrative Procedure Act (Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code), and the commissioner shall have all the powers granted under the act. The remedy available under this subdivision is in addition to any other remedies available to the commissioner under this division that may be employed to enforce the provisions of this section.

(h) Nothing in this section shall preclude the application of any section or rule under this division.

22345. (a) Any person who violates any provision of Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007 (Public Law 109-364) or any provision of Section 232 of Title 32 of the Code of Federal Regulations, as published on August 31, 2007, in Volume 72 of the Federal Register, violates this chapter.

(b) With respect to any consumer loans covered by Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007 (Public Law 109-364) or by Section 232 of Title 32 of the Code of Federal Regulations, as published on August 31, 2007, in Volume 72 of the Federal Register, a person that does not market consumer loans to, or does not extend those loans to, covered borrowers, as that term is defined under Section 232 of Title 32 of the Code of Federal Regulations, as published on August 31, 2007, in Volume 72 of the Federal Register, shall not be in violation of Section 394 of the Military and Veterans Code.

(c) This section shall become operative on October 1, 2007.

22346. Any licensee that violates any provision of any of the following federal acts or regulations violates this division:

(a) The federal Real Estate Settlement Procedures Act, as amended (12 U.S.C. Sec. 2601 et seq.).

(b) The federal Truth in Lending Act, as amended (15 U.S.C. Sec. 1601 et seq.).

(c) The federal Home Ownership Equity Protection Act (15 U.S.C. Sec. 1639).

(d) Any regulation promulgated under any of the federal acts in subdivision (a), (b), or (c).

22347. The unique identifier of any licensed mortgage loan originator shall be clearly shown on all residential mortgage loan application forms, solicitations, or advertisements, including business cards or Internet Web sites, and any other documents as established by rule, regulation, or order of the commissioner.



CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 West Ocean Blvd., 5th Floor

Long Beach, CA 90802

(562) 570-6194

FAX (562) 570-6068

August 2, 2012

CHAIR AND PLANNING COMMISSIONERS
City of Long Beach
California

RECOMMENDATION:

Approve a Conditional Use Permit (CUP) request to allow a financial service operation (Title Loan Company) to locate within an existing one-story commercial building at 201 West Pacific Coast Highway in the Community Automobile-Oriented (CCA) District and the Regional Highway (CHW) District. (District 6)

APPLICANT: David Carlat for
Pennbrooke Financial Services, LLC.
3440 Preston Ridge Road, Suite #500
Alpharetta, GA 30005
(Application No.1203-06 and CE 12-016)

DISCUSSION

The subject site is located at 201 West Pacific Coast Highway (Exhibit A – Location Map) on the northwest corner of Pacific Coast Highway and Pacific Avenue. The site is located in the Community Automobile-Oriented (CCA) District and the Regional Highway (CHW) District and is developed with a 2,020-square-foot, one-story commercial building. The commercial building was constructed in 1969 with a total of 44 on-site parking spaces. The property has been vacant since September 2006 (Exhibit B – Plans & Photos).

The applicant proposes to offer loans on car titles. This use is considered "other financial services" under the Municipal Code and therefore requires a Conditional Use Permit (CUP). As a matter of definition, car title loans are regulated by the State Department of Finance under Division 9, and are not in the same category of other financial services as check cashing (regulated by Division 10) or payday advance businesses (regulated by Division 10).

In considering a CUP for a loan service operation that is new to the city, staff asked the applicants to present the proposed use to nearby neighborhood groups so feedback about the use could be gathered. The applicants agreed and presented to Wrigley, Wrigley Area Neighborhood Alliance (WANA), Neighborhood Advisory Group (NAG), and Central Project Area Council (CPAC) on several occasions. The responses received from the

community meetings were both positive and negative. However, the majority of responses received by mail, email and voicemail were overwhelmingly in opposition to the proposed use based on the types of loans offered and the feeling that the use would detract from the community.

The Planning Commissioner's role is strictly limited to determining whether the proposed land use will have a negative impact on the surrounding neighborhood, and what conditions should be included in the CUP.

In response to community concerns and the need to enhance a dilapidated property, staff is recommending that the Planning Commission approve the title company use for a five-year time frame. Staff believes the five-year time frame will allow the dilapidated lot to be improved and allow the community to determine if the use is a good fit in the neighborhood. If the use is determined not to be a good fit, based upon complaints to the City and increased calls for service from the Police Department after the five year time period, the applicant would be required to apply for a new CUP to continue operation. With the proposed time limitations, and property improvements, which include the removal of graffiti, the repainting of the building, a new trash enclosure, and re-striping and re-slurring of the parking lot, staff recommends approval of the CUP (Exhibit C – Findings & Conditions).

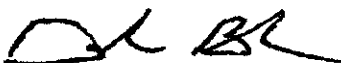
PUBLIC HEARING NOTICE

A Notice of Application was sent to the local community groups on March 19, 2012, and public hearing notices were distributed on July 18, 2012, in accordance with the provision of the Zoning Ordinance.

ENVIRONMENTAL REVIEW

In accordance with the Guidelines for Implementation of the California Environmental Quality Act, a Categorical Exemption (CE 12-016) was issued for the proposed project (Exhibit D – Categorical Exemption).

Respectfully submitted,



DEREK BURNHAM
PLANNING ADMINISTRATOR



AMY J. BODEK
DIRECTOR OF DEVELOPMENT SERVICES

AB:DB:sv

Attachments Exhibit A – Location Map
 Exhibit B – Plans & Photos
 Exhibit C – Findings & Conditions
 Exhibit D – Categorical Exemption 12-016

CONDITIONAL USE PERMIT FINDINGS

201 West Pacific Coast Highway.

No. 1203-06

August 2, 2012

Pursuant to Section 21.25.206 of the Long Beach Municipal Code, a Conditional Use Permit can be granted only when positive findings are made consistent with the following criteria set forth in the Zoning Ordinance. These findings and staff analysis are presented for consideration, adoption and incorporation into the record of proceedings:

- 1. THE APPROVAL IS CONSISTENT WITH AND CARRIES OUT THE GENERAL PLAN, ANY APPLICABLE SPECIFIC PLANS SUCH AS THE LOCAL COASTAL PROGRAM AND ALL ZONING REGULATIONS OF THE APPLICABLE DISTRICT;**

The project site is located in Land Use District #8N—Shopping Nodes. LUD #8N was created to accommodate retail and service uses, exclusively, primarily in small clusters. A neighborhood retail cluster is intended by this plan for every community within one-half mile of each residence, if feasible. The existing title loan company meets the intent of LUD #8N by providing financial services to residents within a one-half mile radius of the site. No other financial services are located within the one-half radius of the proposal.

The subject property is located within the CCA and CHW zoning districts. A title loan company or other financial service use is allowed in both zones, subject to the approval of a Conditional Use Permit. Approval of this project would be consistent with the General Plan and the Zoning regulations with approval of the Conditional Use Permit.

- 2. THE PROPOSED USE WILL NOT BE DETRIMENTAL TO THE SURROUNDING COMMUNITY INCLUDING PUBLIC HEALTH, SAFETY, GENERAL WELFARE, ENVIRONMENTAL QUALITY OR QUALITY OF LIFE; AND**

The existing commercial building on the subject property has been vacant for at least six years. The occupancy of a vacant site will be an improvement with the proposed conditions, which include, the removal of graffiti, security surveillance, repainting of the entire building, re-slurring and re-stripping the parking lot, new landscaping, and Police security measures. Although much needed exterior repairs will be a major improvement, the proposed use may not be the most appropriate use on a major commercial corridor. Therefore staff asked the applicant to present their request to nearby community groups to gather feedback from the neighborhood. The applicants presented to Wrigley, WAN, NAG and CPAC on several occasions. There were both negative and positive responses from the community. Staff has received four letters in opposition to the request. In response to the concerns of the neighborhood and the need to

enhance a dilapidated property, staff is recommending that the Planning Commission approve the title loan company. This approval is limited to an initial five year period. The five year period will allow staff to monitor the use on a yearly basis, to determine if the use is a good fit to the neighborhood. After the five-year time period, the applicant would need to apply for a new Conditional Use Permit to continue operations. With the proposed time limitations, included with the proposed operational conditions of approval, staff believes the use will not be detrimental to the surrounding community, public health, safety, or quality of life.

3. THE APPROVAL IS IN COMPLIANCE WITH THE SPECIAL CONDITIONS FOR THE USE ENUMERATED IN CHAPTER 21.52.

There are no special conditions for other financial services.

CONDITIONAL USE PERMIT CONDITIONS OF APPROVAL

201 W. Pacific Coast Highway

Application No. 1203-06

August 2, 2012

1. The title loan company approved by the subject Conditional Use Permit shall be limited to a five-year time frame.
2. This permit and all development rights hereunder shall terminate one year from the effective date of this permit unless construction is commenced or a time extension is granted, based on a written request submitted to and approved by the Zoning Administrator prior to the expiration of the one year period as provided in Section 21.21.406 of the Long Beach Municipal Code.
3. This permit shall be invalid if the owner(s) and/or applicant(s) have failed to return written acknowledgment of their acceptance of the conditions of approval on the *Conditions of Approval Acknowledgment Form* supplied by the Planning Bureau. This acknowledgment must be submitted within 30 days from the effective date of approval (final action date or, if in the appealable area of the Coastal Zone, 21 days after the local final action date).

Special Conditions:

4. Prior to the issuance of a City Business License, the owner of the property shall voluntarily agree to, and will record a covenant/deed restriction to the satisfaction of the City Attorneys Office, limiting operation of the approved use (i.e., "Title Loan Company") to a maximum five (5) year period. The five-year period will commence on the date that the City issues the Notice of Final Action and shall expire five (5) years from the date that the Notice of Final Action is issued. At the end of the five (5) year period the approved use will immediately cease to operate unless a new Conditional Use Permit is applied for and granted in accordance with normal City administrative processes.
5. The paved area located in front of the building, that is not required parking shall be landscaped and a walkway added connecting the front door to the Pacific Coast Highway sidewalk, to the satisfaction of the Director of Development Services.
6. The applicant shall remove front yard chainlink fences and install a minimum five-foot-wide landscaping strip along Pacific Avenue and Pacific Coast Highway, street frontages, except within required drive aisles.
7. The existing parking lot shall be re-slurried and re-striped to the satisfaction of the Director of Development Services. The parking lot shall be designed to accommodate 44 parking spaces as was initially approved in 1969. Wheel stops

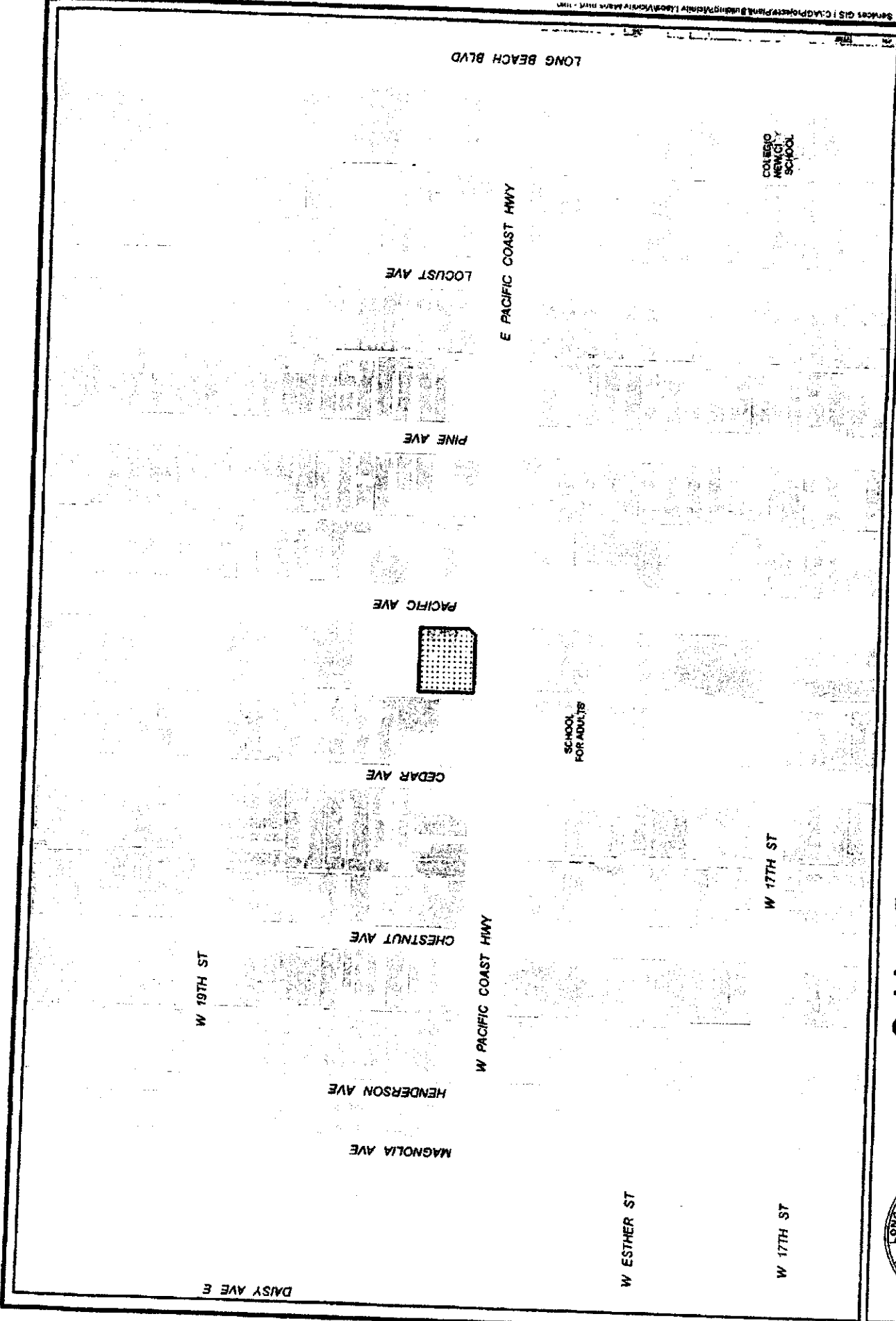
- and handicap parking shall be included and approved to the satisfaction of the Director of Development Services.
8. The existing pole sign shall be removed and replaced with a maximum 8-foot-high monument sign, in the same location, to the satisfaction of the Director of Development Services.
 9. Along both interior property lines, a three-foot-wide landscaping strip shall be installed, except within required drive aisles.
 10. All required landscaped areas shall be planted with native and/or drought tolerant plant materials. All landscaped areas shall be provided with water conserving automatic irrigation systems designed to provide complete and adequate coverage to sustain and promote healthy plant life. The irrigation system shall not cause water to spray or flow across a public sidewalk.
 11. The existing commercial building shall be redesigned to look like a financial center or bank building. To do this, more windows or openings shall be provided along street frontages. The changes shall be approved to the satisfaction of the Director of Development Services, prior to obtaining a City Business License. The changes shall also include improvements to the paint, roofing, roof screening, and signage.
 12. Remove existing exterior pay phone on Pacific Coast Highway.
 13. Security bars and roll up doors are prohibited.
 14. Security cameras shall be placed inside and outside the building to the satisfaction of the Chief of Police. The security system shall be approved to the satisfaction of the Chief of Police, prior to the installation.
 15. The applicant shall maintain a customer waiting/service area of sufficient size to fully accommodate anticipated queuing lines. If more than three customers are in line, a new cashier line shall be opened.
 16. The Department of Development Services and the Long Beach Police Department shall have the authority to review the site for security problems, and said departments shall have the power to require additional security measures including, but not limited to, security guards, security cameras, and additional security lighting if problems develop at the site. A review of crime activity shall take place annually.
 17. Windows shall not be obscured by placement of signs, dark window tinting, shelving, racks or similar obstructions. Signage in excess of 10 percent of the window surface shall be removed.
 18. Fees for title loans shall not exceed those established by the State of California.

19. A detailed, complete and unambiguous schedule of all fees in English, Spanish, and Tagalog shall be posted in a location that can be easily read by the public. The information shall be clear and legible, and consist of letters not less than 1/8- inch in size.
20. All graffiti shall be removed from walls, rooftop enclosures and signs within a 24-hour period of its appearance.
21. The building shall be painted to the satisfaction of the Director of Development Services.
22. The hours of operation for the title loan business shall be limited to 9:00 a.m. to 6:00 p.m., Monday- Sunday.

Standard Conditions:

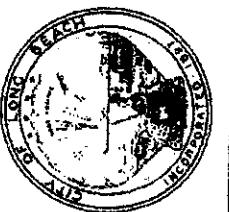
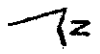
23. If, for any reason, there is a violation of any of the conditions of this permit or if the use/operation is found to be detrimental to the surrounding community, including public health, safety or general welfare, environmental quality or quality of life, such shall cause the City to initiate revocation and termination procedures of all rights granted herewith.
24. In the event of transfer of ownership of the property involved in this application, the new owner shall be fully informed of the permitted use and development of said property as set forth by this permit together with all conditions that are a part thereof. These specific requirements must be recorded with all title conveyance documents at time of closing escrow.
25. This approval is required to comply with these conditions of approval as long as the use is on the subject site. As such, the site shall allow periodic re-inspections, at the discretion of city officials, to verify compliance. The property owner shall reimburse the City for the inspection cost as per the special building inspection specifications established by City Council (Sec. 21.25.412, 21.25.212).
26. The Director of Development Services is authorized to make minor modifications to the approved design plans or to any of the conditions of approval if such modifications shall not significantly change/alter the approved design/project. Any major modifications shall be reviewed by the Zoning Administrator or Planning Commission, respectively.

27. All landscaped areas must be maintained in a neat and healthy condition. Any dying or dead plants materials must be replaced with the minimum size and height plant(s) required by Chapter 21.42 (Landscaping) of the Zoning Regulations. At the discretion of City officials, a yearly inspection shall be conducted to verify that all irrigation systems are working properly and that the landscaping is in good healthy condition. The property owner shall reimburse the City for the inspection cost as per the special building inspection specifications established by the City Council.
28. Demolition, site preparation, and construction activities are limited to the following (except for the pouring of concrete which may occur as needed):
 - a. Weekdays and federal holidays: 7:00 a.m. to 7:00 p.m.;
 - b. Saturday: 9:00 a.m. - 6:00 p.m.; and
 - c. Sundays: not allowed
29. The applicant shall defend, indemnify, and hold harmless the City of Long Beach, its agents, officers, and employees from any claim, action, or proceeding against the City of Long Beach or its agents, officers, or employees brought to attack, set aside, void, or annul an approval of the City of Long Beach, its advisory agencies, commissions, or legislative body concerning this project. The City of Long Beach will promptly notify the applicant of any such claim, action, or proceeding against the City of Long Beach and will cooperate fully in the defense. If the City of Long Beach fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Long Beach.



Subject Property:
 201 W Pacific Coast Hwy
 Application No. 1203-06
 Council District 6
 Zoning Code : CCA, CHW

Exhibit A



Becky Blair, Chair
Alan Fox, Vice Chair



Phil Saumur, Commissioner
Melani Smith, Commissioner
Donita Van Horik, Commissioner
Mark Christoffels, Commissioner

FINISHED AGENDA AND MINUTES

CALL TO ORDER (5:02 PM)

see media

At 5:02 p.m., Chair Blair called the meeting to order.

ROLL CALL (5:02 PM)

see media

Commissioners Alan L. Fox, Phillip Joseph Saumur, Melani Smith, Becky Blair
Present: and Mark Christoffels

Commissioners Donita Van Horik
Absent:

Also present: Amy Bodek, Director of Development Services; Jill Griffiths, Planning Officer; Michael Mais, Assistant City Attorney; Jeff Winklepleck, Planner; Jorge Ramirez, Planner; Steven Valdez, Planner; Heidi Eidson, Bureau Secretary.

FLAG SALUTE (5:04 PM)

see media

Commissioner Smith led the flag salute.

MINUTES (5:03 PM)

see media

(Item taken out of order)

see media

12-053PL

Recommendation to receive and file the Planning Commission minutes of July 19, 2012.

A motion was made by Commissioner Smith, seconded by Commissioner Saumur, to approve the recommendation. The motion carried by the following vote:

Yes: 5 - Alan L. Fox, Phillip Joseph Saumur, Melani Smith, Becky Blair and Mark Christoffels

Absent: 1 - Donita Van Horik

DIRECTOR'S REPORT (5:05 PM)

see media

Amy Bodek, Director of Development Services, presented the Director's Report.

Commissioner Smith spoke.

SWEARING OF WITNESSES (5:12 PM)

see media

Do you solemnly swear or affirm that the evidence you shall give in this Planning Commission Meeting shall be the truth, the whole truth, and nothing but the truth.

REGULAR AGENDA (5:13 PM)

see media

see media

1. 12-054PL Recommendation to approve a Conditional Use Permit (CUP) request to allow the sale of beer, wine and distilled spirits for on-site consumption (Type 47 License) at a proposed restaurant located at 205 E. Anaheim Street in the Long Beach Boulevard Planned Development (PD-29) zone. (District 1) (Application No. 1202-10)

Jill Griffiths, Planning Officer, introduced Jorge Ramirez, Project Planner, who presented the staff report.

Franco Jasso, representing the applicant, spoke.

Danni Siv, representing the applicant, spoke.

Franco Jasso, spoke.

Franco Jasso responded to a query from Commissioner Saumur.

Danni Siv responded to a query from Commissioner Saumur.

Franco Jasso responded to a query from Chair Blair.

Samer Mawas presented public comment.

Samer Mawas responded to queries from Chair Blair.

A dialogue ensued between Samer Mawas and Commissioner Fox.

Samer Mawas responded to a query from Chair Blair.

Amy Bodek, Director of Development Services, responded to a query from Chair Blair.

Chair Blair spoke.

A dialogue ensued between Commissioner Smith and Amy Bodek.

Amy Bodek responded to a query from Commissioner Saumur.

Commissioner Saumur spoke.

Commissioner Blair spoke.

A motion was made by Commissioner Smith, seconded by Commissioner Saumur, to approve the recommendation. The motion carried by the following vote:

Yes: 5 - Alan L. Fox, Phillip Joseph Saumur, Melani Smith, Becky Blair and Mark Christoffels

Absent: 1 - Donita Van Horik

2. 12-055PL

Recommendation to approve a Conditional Use Permit (CUP) request to allow a financial service operation (Title Loan Company) to locate within an existing one-story commercial building located at 201 West Pacific Coast Highway in the Community Automobile-Oriented (CCA) District and the Regional Highway (CHW) District. (District 6) (Application No. 1203-06)

Jill Griffiths, Planning Officer, introduced Steven Valdez, Project Planner, who presented the staff report.

A dialogue ensued between Commissioner Christoffels and Amy Bodek, Director of Development Services.

Amy Bodek responded to queries from Commissioner Fox.

David Carlat, representing the applicant, spoke.

Ken Waco, applicant, spoke.

Ken Waco responded to a query from Commissioner Fox.

Ken Waco responded to queries from Chair Blair.

Ken Waco responded to queries from Commissioner Saumur.

Ken Waco responded to queries from Commissioner Christoffels.

A dialogue ensued between Commissioner Smith and Ken Waco.

Ken Waco responded to a query from Chair Blair.

David Carlat spoke.

Joe Luki, consultant, spoke.

Christopher Wilson, consultant, spoke.

David Carlat responded to a query from Commissioner Fox.

Linda Mendoza, property owner, spoke.

Gary Shelton provided public comment.

Annie Greenfeld, Co-Chair of South Wrigley Neighborhood Advisory Group, provided public comment.

Sam Fortiel, Board Member of the Wrigley Association, provided public comment.

Ben Rockwell provided public comment.

Barbara Sinclair provided public comment.

Jack Smith, representing the Central Project Area Council, provided public comment.

Mauna Eichner provided public comment.

Lee Fukui provided public comment.

Kathy Parsons provided public comment.

Dan Pressburg provided public comment.

David Carlat responded to comments made by the public.

Ken Waco responded to comments made by the public.

Commissioner Fox spoke.

Commissioner Saumur spoke.

Ken Waco responded to a comment made by Commissioner Saumur.

Ken Waco responded to a query from Commissioner Christoffels.

Christopher Wilson responded to comments made by the public.

Michael Mais, Assistant City Attorney, responded to a query from Commissioner Saumur.

Commissioner Fox spoke.

Michael Mais responded to a comment made by Commissioner Fox.

Commissioner Christoffels spoke.

Commissioner Smith spoke.

Amy Bodek responded to a query from Chair Blair.

Amy Bodek and Michael Mais responded to a query from Chair Blair.

Commissioner Smith spoke.

Commissioner Fox spoke.

Chair Blair spoke.

Amy Bodek responded to a query from Commissioner Smith.

A dialogue ensued between Commissioner Fox and Amy Bodek.

A motion was made by Commissioner Fox, seconded by Commissioner Blair to approve the recommendation with a modification to Condition No. 19 to include Khmer as a posted language, a modification to Condition No. 22 to change hours of operation to 9:00 a.m to 6:00 p.m. Monday thru Friday and 9:00 a.m. to 2:00 p.m. on Saturday, and with an amendment to include a condition that no vehicles maybe stored, sold or reconditioned on the site.

The motion failed 2-3 with Commissioners Blair and Fox voting in favor

of the motion and Commissioners Christoffels, Saumur and Smith voting against the motion.

Michael Mais spoke.

A substitute motion was made by Commissioner Christoffels, seconded by Commissioner Smith, to deny the Conditional Use Permit.

Michael Mais spoke.

The motion carried 3-2 with Commissioners Christoffels, Smith and Saumur voting in favor of the motion and Commissioners Blair and Fox voting against the motion.

Amy Bodek spoke.

Michael Mais spoke.

A motion was made by Commissioner Christoffels, seconded by Commissioner Saumur, to direct staff to prepare findings to support the denial of the Conditional Use Permit and bring back to the Commission for adoption on August 16, 2012. The motion carried unanimously.

A substitute motion was made by Commissioner Christoffels, seconded by Commissioner Smith, to deny the Conditional Use Permit. The motion carried by the following vote:

Yes: 3 - Phillip Joseph Saumur, Melani Smith and Mark Christoffels

No: 2 - Alan L. Fox and Becky Blair

Absent: 1 - Donita Van Horik

PUBLIC PARTICIPATION (7:25 PM)

see media

Mauna Eichner provided public comment.

Sam Fortiel provided public comment.

Lee Fukui provided public comment.

Chair Blair spoke.

Commissioner Fox spoke.

COMMENTS FROM THE PLANNING COMMISSION (7:28 PM)

see media

There were no comments from the Planning Commission.

ADJOURNMENT (7:28 PM)

At 7:28 p.m., Chair Blair adjourned the meeting.

hge



CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 West Ocean Blvd., 5th Floor

Long Beach, CA 90802

(562) 570-6194

FAX (562) 570-6068

September 20, 2012

CHAIR AND PLANNING COMMISSIONERS

City of Long Beach
California

RECOMMENDATION:

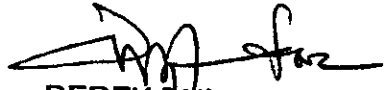
- 1) Adopt findings for denial of a Conditional Use Permit (CUP) request to allow a financial service operation (Title Loan Company) to locate within a one-story commercial building at 201 West Pacific Coast Highway in the Community Automobile-Oriented (CCA) and Regional Highway (CHW) zoning districts, or:
- 2) Adopt findings for approval of a Conditional Use Permit (CUP) request to allow a financial service operation (Title Loan Company) to locate within a one-story commercial building at 201 West Pacific Coast Highway in the Community Automobile-Oriented (CCA) and Regional Highway (CHW) zoning districts. (District 6)

APPLICANT: Pennbrooke Financial Services, LLC.
3440 Preston Ridge Road, Suite 500
Alpharetta, GA 30005
(Application No.1203-06)

DISCUSSION

On August 2, 2012, the Planning Commission conducted a public hearing on a Conditional Use Permit (CUP) application to establish an "other financial service" at 201 West Pacific Coast Highway. After considering testimony from the applicants and the public, the Planning Commission received the supporting documentation into the record, concluded the hearing and voted 3-2 to deny the CUP application. As a part of the motion, staff was directed to return with revised findings to support the denial of the CUP request. While revising the findings, staff determined that the city Geographic Information System (GIS) used to determine the Zoning and General Plan designation provided the wrong General Plan Designation on the portion of the subject property that is zoned CNP. Instead of being in Land Use District No. 8N, the northerly, approximately forty eight feet of the subject property in the CNP zone should have had a Land Use Designation of 8P. The revised findings for denial (Exhibit A- Denial Findings) and approval (Exhibit B- Approval Findings) now include Land Use Designation No.8P and a description of the Land Use Designations for LUD#8N (Exhibit D - Land Use District No.8N) and LUD#8P (Exhibit E - Land Use District No.8N) for Planning Commission review.

Respectfully submitted,



DEREK BURNHAM
PLANNING ADMINISTRATOR



AMY J. BODEK, AICP
DIRECTOR OF DEVELOPMENT SERVICES

AJB:DB:sv

Attachments:

- Exhibit A – Denial Findings
- Exhibit B – Approval Findings, Conditions of Approval, Plans and Photos
- Exhibit C – Categorical Exemption
- Exhibit D – Land Use District No.8N
- Exhibit E – Land Use District No. 8P

**CONDITIONAL USE PERMIT
DENIAL FINDINGS
201 West Pacific Coast Highway
No. 1203-06
September 20, 2012**

Pursuant to Section 21.25.206 of the Long Beach Municipal Code, a Conditional Use Permit can be granted only when positive findings are made consistent with the following criteria set forth in the Zoning Ordinance. These findings and staff analysis are presented for consideration, adoption and incorporation into the record of proceedings:

- 1. THE APPROVAL IS CONSISTENT WITH AND CARRIES OUT THE GENERAL PLAN, ANY APPLICABLE SPECIFIC PLANS SUCH AS THE LOCAL COASTAL PROGRAM AND ALL ZONING REGULATIONS OF THE APPLICABLE DISTRICT;**

The subject property is located within the CCA and CHW zoning districts, and within Land Use Districts No. 8N and 8P and is further considered to be the "gateway" to the Wrigley Village Community. A title loan company or other financial service use is allowed in both zones, subject to the approval of a Conditional Use Permit.

Land Use District No. 8N was created to accommodate exclusively retail and services uses, primarily in small clusters. A neighborhood retail cluster is intended by this plan for every community within one-half mile of each residence, if feasible. Although the proposed use meets the one-half mile radius criteria, it fails to provide and is unlikely to produce the small cluster of retail and service uses contemplated by the General Plan.

The project site is located primarily in Land Use District No.8N (Shopping Nodes), a portion of the site (the northerly 48 feet of the lot) is located in Land Use Designation No. 8P (Pedestrian-Oriented Retail Strip). The proposed auto title loan company does not meet the intent of Land Use Designation No. 8N because it does not create, nor does it exist in a small cluster of ether retail or service uses as is contemplated by the "Shopping Nodes" designation of LUD No. 8N. As proposed this use would be a stand alone financial service use, would not provide vitality or create a commercial center or provide a small cluster of commercial activity as is contemplated by LUD No. 8N.

Land Use District No. 8P was created for use in a few specific areas of the City where strip retail uses catering primarily to pedestrian trade abound or may be developed. "Pedestrian-Oriented", as it is used in LUD No. 8P, means that shoppers arrive by foot (or arrive by car and park in one location) and then stroll to a number of shops, services and restaurants. Stops in these retail strips tend to be of much longer duration than in the auto-oriented retail strips. They may also have less parking for automobiles and such parking may be located behind

stores instead of in front of them. Typically, the stores in this district will be fairly small and will provide shoppers with a variety of convenience goods (bakery, delicatessen, flowers, etc.), or comparison goods on a small scale (dresses, beachwear, sporting goods, men's wear, etc.) Small-scale services are also consistent with this district, provided they are intended for neighborhood use. Large frontage users, such as financial institutions and the proposed use located in independent structures, are not consistent with the policies of this district.

The proposed auto title loan company, as mentioned, is located primarily in LUD No. 8N. However, the northerly forty-eight feet of the property is located in LUD No. 8P. Although only a portion of the property is located in LUD No. 8P, the intent of the general plan and general plan neighborhood policies related to South Wrigley state that new uses which are incompatible with a single family living environment should not be permitted. Since the proposed auto title loan company is not a pedestrian-oriented use, is a financial institution, and not a small cluster retail center, the use is determined to be incompatible with a single family living environment and therefore does not meet the criteria or intent of LUD No. 8P.

2. THE PROPOSED USE WILL NOT BE DETRIMENTAL TO THE SURROUNDING COMMUNITY INCLUDING PUBLIC HEALTH, SAFETY, GENERAL WELFARE, ENVIRONMENTAL QUALITY OR QUALITY OF LIFE; AND

The existing commercial building on the subject property has been vacant for at least six years and was part of the Central Project Area, before the Redevelopment Agency was abolished. The Redevelopment plan that was approved on the subject property, prior to the removal of the Redevelopment Agency, was to demolish the existing commercial building onsite and to construct a new, 1-story shopping center (small retail cluster). After funding for the plan was removed, the property has remained vacant. Along with being in a former Redevelopment Area, the property is also considered by many residents to be the gateway to the Wrigley Village community. This is an area that has been in transition for years and was improving through the removal of dilapidated buildings and unsuitable non-conforming uses. The Wrigley community, a very active community, is still excited to see changes to the lot, but have expressed interest only in uses that conform to the established LUD's for the area and which carry out the formerly approved Redevelopment plan. The approval of the proposed title loan company is seen as an obstacle and hurdle to neighborhood improvements because it would detract from the existing LUD criteria and the Redevelopment plan that was put in place to redevelop the site into a small cluster shopping center. Furthermore, the proposed loan company, because it is not a pedestrian-oriented use, would not provide vitality, serve to revive a transitioning community, nor activate the commercial building. Also, according

to the Central Long Beach Redevelopment Area plans (Central Long Beach Strategic Guide for Development) for The Pacific Avenue Neighborhood Center (also known as "Wrigley Village"), entryway signs, water features, lighting, murals and sculptures are recommended to help create a neighborhood identity. The plan also listed the subject site as an important site for redevelopment, with the most suitable uses being a drugstore or restaurant. The proposed auto loan company does not include improvements that will help create a neighborhood identity, does not create an active storefront, and is seen to be detrimental to the future development of adjoining parcels because it deviates from the anticipated vision or plans as set forth in the LUD designations for the site and for the Wrigley Village community.

The application was presented to Wrigley Neighborhood Group, Wrigley Area Neighborhood Alliance (WANA), Neighborhood Advisor Group (NAG) and Central Project Area Council (CPAC) on several occasions. The need to improve the community and to remove detrimental uses or those that detract from the community was the main concern of each group, as was the need to adhere to the applicable LUD's and continue with the plan that was put in place to revive a community in transition. Given the proposed use will not activate the corner, or create a neighborhood identity, and is in a location that the residents and community think will detract from the community, a denial is consistent with applicable LUD designations and the intent of the general plan based on public testimony and community feedback.

3. THE APPROVAL IS IN COMPLIANCE WITH THE SPECIAL CONDITIONS FOR THE USE ENUMERATED IN CHAPTER 21.52.

There are no special conditions for other financial services.

CONDITIONAL USE PERMIT FINDINGS

201 West Pacific Coast Highway

No. 1203-06

September 20, 2012

Pursuant to Section 21.25.206 of the Long Beach Municipal Code, a Conditional Use Permit can be granted only when positive findings are made consistent with the following criteria set forth in the Zoning Ordinance. These findings and staff analysis are presented for consideration, adoption and incorporation into the record of proceedings:

- 1. THE APPROVAL IS CONSISTENT WITH AND CARRIES OUT THE GENERAL PLAN, ANY APPLICABLE SPECIFIC PLANS SUCH AS THE LOCAL COASTAL PROGRAM AND ALL ZONING REGULATIONS OF THE APPLICABLE DISTRICT;**

The project site is primarily located in Land Use District No. 8N (Shopping Nodes). However, a portion of the site (northerly forty eight feet of the lot) is located in Land Use Designation No. 8P.

Land Use Designation No. 8N was created to accommodate retail and service uses, exclusively, primarily in small clusters. A neighborhood retail cluster is intended by this plan for every community within one-half mile of each residence, if feasible. The existing title loan company meets the intent of LUD No. 8N by providing financial services to residents within a one-half mile radius of the site.

Land Use District No. 8P was created for use in a few specific areas of the City where strip retail uses catering primarily to pedestrian trade abound or may be developed. "Pedestrian-Oriented", as it is used here, means that shoppers arrive by foot (or arrive by car and park in one location) and then stroll to a number of shops, services and restaurants. Stops in these retail strips tend to be of much longer duration than in the auto-oriented retail strips. They may also have less parking for automobiles and such parking may be located behind stores instead of in front of them. Typically, the stores in this district will be fairly small and will provide shoppers with a variety of convenience goods (bakery, delicatessen, flowers, etc.), or comparison goods on a small scale (dresses, beachwear, sporting goods, men's wear, etc.) Small-scale services are also consistent with this district, provided they are intended for neighborhood use. Large frontage users, such as financial institutions in independent structures, are not consistent with the policies of this district.

The proposed auto title loan company, as mentioned, is located primarily in LUD No. 8N. However, the northerly forty-eight feet of the property is located in LUD No. 8P. The proposed auto title loan use is not a pedestrian-oriented use, is a financial use that is not allowed in LUD No. 8P, does not provide shoppers with a variety of convenience goods, and thus is inconsistent with LUD No. 8P. Although, the proposed use is inconsistent with this the intent of this section of

the General Plan, the subject property was built in compliance with the CHW Zoning District. Therefore, the placement of an auto title loan company within the existing building with an approved Conditional Use Permit is considered compatible with the intent of the General Plan.

The subject property is also located within the CCA and CHW zoning districts. A title loan company or other financial service use is allowed in both zones, subject to the approval of a Conditional Use Permit. Approval of this project would be consistent with the Zoning regulations with approval of the Conditional Use Permit.

2. THE PROPOSED USE WILL NOT BE DETRIMENTAL TO THE SURROUNDING COMMUNITY INCLUDING PUBLIC HEALTH, SAFETY, GENERAL WELFARE, ENVIRONMENTAL QUALITY OR QUALITY OF LIFE; AND

The existing commercial building on the subject property has been vacant for at least six years. The occupancy of a vacant site will be an improvement with the proposed conditions, which include, the removal of graffiti, security surveillance, repainting of the entire building, re-slurping and re-striping the parking lot, new landscaping, and Police security measures. Although much needed exterior repairs will be a major improvement, the proposed use may not be the most appropriate use on a major commercial corridor. Therefore staff asked the applicant to present their request to nearby community groups to gather feedback from the neighborhood. The applicants presented to Wrigley Neighborhood Group, Wrigley Area Neighborhood Alliance (WANA), Neighborhood Advisory Group (NAG) and Central Project Area Council (CPAC) on several occasions. There were both negative and positive responses from the community. Staff has received four letters in opposition to the request. In response to the concerns of the neighborhood and the need to enhance a dilapidated property, staff is recommending that the Planning Commission approve the title loan company. This approval is limited to an initial five-year period. The five-year period will allow staff to monitor the use on a yearly basis, to determine if the use is a good fit to the neighborhood. After the five-year time period, the applicant would need to apply for a new Conditional Use Permit to continue operations. With the proposed time limitations, included with the proposed operational conditions of approval, staff believes the use will not be detrimental to the surrounding community, public health, safety, or quality of life.

3. THE APPROVAL IS IN COMPLIANCE WITH THE SPECIAL CONDITIONS FOR THE USE ENUMERATED IN CHAPTER 21.52.

There are no special conditions for other financial services.



NOTICE of EXEMPTION from CEQA

DEPARTMENT OF DEVELOPMENT SERVICES
333 W. OCEAN BLVD., 5TH FLOOR, LONG BEACH, CA 90802
(562) 570-6194 FAX: (562) 570-6068
lbds.longbeach.gov

TO: Office of Planning & Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: Department of Development Services
333 W. Ocean Blvd, 5th Floor
Long Beach, CA 90802

L.A. County Clerk
Environmental Filings
12400 E. Imperial Hwy. 2nd Floor, Room 2001
Norwalk, CA 90650

Categorical Exemption CE- 12-016

Project Location/Address: 201 West Pacific Coast Highway, Long Beach 90806

Project/Activity Description: Allow a "Financial Institution-Not Listed", per the City Land Use Matrix, including loans secured by automobile title to occupy an existing vacant commercial space in the CHW zone.

Public Agency Approving Project: **City of Long Beach, Los Angeles County, California**

Applicant Name: Pennbrooke Financial Services, LLC

Mailing Address: 3440 Preston Ridge Rd. #500 Alpharetta GA 30005

Phone Number: 323-463-0377

Applicant Signature: 

BELOW THIS LINE FOR STAFF USE ONLY

Application Number: 1203-06 Planner's Initials: SV

Required Permits: Conditional Use Permit

THE ABOVE PROJECT HAS BEEN FOUND TO BE EXEMPT FROM CEQA IN ACCORDANCE WITH STATE GUIDELINES SECTION Class I 15301 EXISTING FACILITIES

Statement of support for this finding: Direct Interior Alterations to an Existing Commercial Building, Including Interior & Exterior Work, under Class I(a).

Contact Person: John Valdez

Contact Phone: 562-570-6571

Signature: 

Date: 7/25/12

more important major streets which should portray a highly urbanized appearance. It is for office uses which are more citywide serving than local, and for higher density housing. Also permitted in this district are institutional and open space uses without the need to amend the Plan.

Office uses should be fairly large in scale with on-site surface or in-building parking with vehicular access off the main roadway wherever possible. Taller structures (over 5 stories) are consistent where permitted by the zoning regulations. Heavy landscaping along the frontages is required to enhance the image of the boulevard on which the use is located.

Residential uses generally should be of the higher density types, such as permitted in LUD Nos. 3B, 4, 5 and 6. Townhomes (LUD No. 3A) may be appropriate in some places, and may be approved pending a favorable review of the site plan and architecture by the design review authority. Parking for the residential uses should be contained within the buildings. Access should be from the side streets or alleys wherever possible. Heavy landscaping along the frontages is required.

LUD NO. 8N SHOPPING NODES

This land use district is created to accommodate retail and service uses exclusively, primarily in small clusters. It is widely dispersed in the form of numerous clusters of neighborhood-serving centers for the retail needs of residents of Long Beach. Larger shopping centers are included in District No. 7.

A neighborhood retail cluster is intended by this plan for every community within about one-half mile of each residence, if feasible.

Some of these clusters are specifically designated on the map in areas where the pattern of land uses, the traffic flows, and the distribution of residences

more or less dictate the locations of the commercial centers. Elsewhere the map may not specifically designate the appropriate neighborhood shopping facility. In such cases, zoning for such facilities in predominantly residential land use districts is tacitly understood as the intent of this Plan, provided that such facilities are clustered with off-street parking and separated from each other by economic market radii.

Adequate off-street parking, minimization of curb cuts, maximization of side street access, and de-emphasis of curbside parking are critical in this District, especially as some of these thoroughfares may be subject to parking restriction in the future in order to increase traffic capacities.

LUD NO. 9R RESTRICTED INDUSTRY

This district is intended to accommodate industrial, manufacturing, research and development, warehousing, and large scale wholesale facilities and industrial-support office development. Non-industrial uses which are necessary or desirable for support of employment centers are also permitted at scales and intensities intended to serve nearby industrial businesses. Such supporting uses include restaurants, personal and financial services, retail uses related to the industrial uses, and medical clinics. Residential uses are not permitted.

Negligible environmental impacts are desired in this district. The Restricted Industry District typically will include clean, non-nuisance industries whose primary activities are confined completely indoors and those whose operations produce minimal off-site impacts with respect to traffic, emissions, noise, operating hours, etc. Much of the new employment projected by this Plan is expected to occur in the Restricted District 9R. Therefore, land resources identified in this District should be preserved from other uses, such as institutional, housing and commercial (with the exception of the industrial-support commercial uses mentioned above).

LUD NO. 8P PEDESTRIAN-ORIENTED RETAIL STRIP DISTRICT

This is a very special category for use in a few specific areas of the City where strip retail uses catering primarily to pedestrian trade abound or may be developed. "Pedestrian-oriented", as it is used here, means that shoppers arrive by foot (or arrive by car and park in one location) and then stroll to a number of shops, services and restaurants. Stops in these retail strips tend to be of much longer duration than in the auto-oriented retail strips. They may also have less parking for automobiles, and such parking may be located behind stores instead of in front of them.

Because of the importance of the role that the pedestrian-oriented strips play in serving the adjacent residential neighborhoods, and the special ambiance which they create for all shoppers, they are considered to be a valuable resource to be preserved and enhanced for the future.

Typically, the stores in this district will be fairly small and will provide shoppers with a variety of convenience goods (bakery, delicatessen, flowers, etc.), or comparison goods on a small scale (dresses, beachwear, sporting goods, men's wear, etc.). Small scale services are also consistent with this district, providing they are intended for neighborhood use. Large frontage users, such as financial institutions in independent structures, are not consistent with the policies of this district. Small restaurants and bars are consistent, but not larger nightclubs or places which emphasize entertainment and therefore draw from an area wider than one or two neighborhoods. Retail uses drawing on sub-regional and regional markets are not permitted.

Designs of commercial structures must be sensitive to neighboring residential uses. Commercial uses which may adversely affect adjoining residential uses are subject to conditional use permits.

Exhibit C

CONDITIONAL USE PERMIT DENIAL FINDINGS

201 West Pacific Coast Highway

No. 1203-06

November 20, 2012

Pursuant to Section 21.25.206 of the Long Beach Municipal Code, a Conditional Use Permit can be granted only when positive findings are made consistent with the following criteria set forth in the Zoning Ordinance. These findings and staff analysis are presented for consideration, adoption and incorporation into the record of proceedings:

- 1. THE APPROVAL IS CONSISTENT WITH AND CARRIES OUT THE GENERAL PLAN, ANY APPLICABLE SPECIFIC PLANS SUCH AS THE LOCAL COASTAL PROGRAM AND ALL ZONING REGULATIONS OF THE APPLICABLE DISTRICT;**

The subject property is located within the CCA and CHW zoning districts, and within Land Use Districts No. 8N and 8P. A title loan company or other financial service use is allowed in both zones, subject to the approval of a Conditional Use Permit.

Land Use District No. 8N was created to accommodate exclusively retail and services uses, primarily in small clusters. A neighborhood retail cluster is intended by this plan for every community within one-half mile of each residence, if feasible. The existing title loan company meets the one-half mile radius intent by providing services to residents within a one half-mile radius of the site.

The project site is located primarily in Land Use District #8N—Shopping Nodes. However, a portion of the site (The northerly 48 feet of the lot) is located in Land Use Designation #8P- Pedestrian-Oriented Retail Strip. The proposed auto title loan company does not meet the intent of Land Use Designation No. 8N because it does not create, nor does it exist in a small cluster of ether retail or services uses as is contemplated by the "Shopping Nodes" designation of LUD #8N. As proposed this use would be a stand alone financial service use, would not provide vitality or create a commercial center or provide commercial activity as is contemplated by LUD No.8N.

Land Use District No. 8P was created for use in a few specific areas of the City were strip retail uses catering primarily to pedestrian trade abound or may be developed. "Pedestrian-Oriented", as it is used here, means that shoppers arrive by foot (or arrive by car and park in one location) and then stroll to a number of shops, services and restaurants. Stops in these retail strips tend to be of much longer duration than in the auto-oriented retail strips. They may also have less parking for automobiles and such parking may be located behind stores instead of in front of them. Typically, the stores in this district will be fairly small and will provide shoppers with a variety of convenience goods (bakery, delicatessen,

flowers, etc.), or comparison goods on a small scale (dresses, beachwear, sporting goods, men's wear, etc.) Small-scale services are also consistent with this district, provided they are intended for neighborhood use. Large frontage users, such as financial institutions in independent structures, are not consistent with the policies of this district.

The proposed auto title loan company, as mentioned is located primarily in LUD No.8N. However, the northerly forty-eight feet of the property is located in LUD No.8P. Although only a portion of the property is located in LUD No. 8P, the intent of the general plan and general plan neighborhood policies related to South Wrigley state that new uses which are incompatible with a single family living environments should not be permitted. Since the proposed auto title loan company is not a pedestrian-oriented use, is a financial institution, and not a small cluster retail center, the use is determined to be incompatible with single family living environment and therefore does not meet the intent of LUD No.8P.

2. THE PROPOSED USE WILL NOT BE DETRIMENTAL TO THE SURROUNDING COMMUNITY INCLUDING PUBLIC HEALTH, SAFETY, GENERAL WELFARE, ENVIRONMENTAL QUALITY OR QUALITY OF LIFE; AND

The existing commercial building on the subject property has been vacant for at least six years and was part of the Central Project Area, before the Redevelopment Agency was abolished. The Redevelopment plan that was approved on the subject property, prior to the removal of the redevelopment agency was to demolish the existing commercial building onsite and to construct a new, 1-story shopping center (small retail cluster). After funding for the plan was removed, the property has remained vacant. Along with being in a former Redevelopment Area, the property is also considered by many residents to be the gateway to the Wrigley Village community. This is an area that has been in transition for years and was improving through the removal of dilapidated buildings and unsavory uses. The Wrigley community, a very active community, is still excited to see changes to the lot, but are only interested in uses that carry out the formerly approved Redevelopment plan. The approval of a title loan company is seen as an obstacle and hurdle to neighborhood improvements because it would detract from the Redevelopment plan that was put in place to redevelop the site into a shopping center. Furthermore, the proposed loan company because it is not a pedestrian-oriented use, would not provide vitality, revive a transitioning community, nor activate the commercial building. Also, according to the Central Long Beach Redevelopment Area plans for Wrigley Village, entryway signs, water features, lighting, murals and sculptures are recommended to help create a neighborhood identity. The proposed auto loan company proposal does not include improvements that will help create a neighborhood identity, does not create an active storefront, and is seen to be

detrimental to the future development of adjoining parcels because it deviates from the anticipated vision or plans for the Wrigley Village community.

The application was presented to Wrigley Neighborhood Group, Wrigley Area Neighborhood Alliance (WANA), Neighborhood Advisor Group (NAG) and Central Project Area Council (CPAC) on several occasions. The need to improve the community and to remove detrimental uses or those that detract from the community was the main concern of each group, as was the need to continue with the plan that was put in place to revive a community in transition. Given the proposed use will not activate the corner, or create a neighborhood identity, and is in a location that the residents and community think will detract from the community, a denial is consistent with the intent of the general plan based on public testimony and community feedback.

3. THE APPROVAL IS IN COMPLIANCE WITH THE SPECIAL CONDITIONS FOR THE USE ENUMERATED IN CHAPTER 21.52.

There are no special conditions for other financial services.

CONDITIONAL USE PERMIT CONDITIONS OF APPROVAL

201 W. Pacific Coast Highway

Application No. 1203-06

November 20, 2012

1. The title loan company approved by the subject Conditional Use Permit shall be limited to a five-year time frame.
2. This permit and all development rights hereunder shall terminate one year from the effective date of this permit unless construction is commenced or a time extension is granted, based on a written request submitted to and approved by the Zoning Administrator prior to the expiration of the one year period as provided in Section 21.21.406 of the Long Beach Municipal Code.
3. This permit shall be invalid if the owner(s) and/or applicant(s) have failed to return written acknowledgment of their acceptance of the conditions of approval on the *Conditions of Approval Acknowledgment Form* supplied by the Planning Bureau. This acknowledgment must be submitted within 30 days from the effective date of approval (final action date or, if in the appealable area of the Coastal Zone, 21 days after the local final action date).

Special Conditions:

4. Prior to the issuance of a City Business License, the owner of the property shall voluntarily agree to, and will record a covenant/deed restriction to the satisfaction of the City Attorneys Office, limiting operation of the approved use (i.e., "Title Loan Company") to a maximum five (5) year period. The five-year period will commence on the date that the City issues the Notice of Final Action and shall expire five (5) years from the date that the Notice of Final Action is issued. At the end of the five (5) year period the approved use will immediately cease to operate unless a new Conditional Use Permit is applied for and granted in accordance with normal City administrative processes.
5. The paved area located in front of the building, that is not required parking shall be landscaped and a walkway added connecting the front door to the Pacific Coast Highway sidewalk, to the satisfaction of the Director of Development Services.
6. The applicant shall remove front yard chainlink fences and install a minimum five-foot-wide landscaping strip along Pacific Avenue and Pacific Coast Highway, street frontages, except within required drive aisles.
7. The existing parking lot shall be re-slurried and re-striped to the satisfaction of the Director of Development Services. The parking lot shall be designed to accommodate 44 parking spaces as was initially approved in 1969. Wheel stops and handicap parking shall be included and approved to the satisfaction of the

Director of Development Services.

8. The existing pole sign shall be removed and replaced with a maximum 8-foot-high monument sign, in the same location, to the satisfaction of the Director of Development Services.
9. Along both interior property lines, a three-foot-wide landscaping strip shall be installed, except within required drive aisles.
10. All required landscaped areas shall be planted with native and/or drought tolerant plant materials. All landscaped areas shall be provided with water conserving automatic irrigation systems designed to provide complete and adequate coverage to sustain and promote healthy plant life. The irrigation system shall not cause water to spray or flow across a public sidewalk.
11. The existing commercial building shall be redesigned to look like a financial center or bank building. To do this, more windows or openings shall be provided along street frontages. The changes shall be approved to the satisfaction of the Director of Development Services, prior to obtaining a City Business License. The changes shall also include improvements to the paint, roofing, roof screening, and signage.
12. Remove existing exterior pay phone on Pacific Coast Highway.
13. Security bars and roll up doors are prohibited.
14. Security cameras shall be placed inside and outside the building to the satisfaction of the Chief of Police. The security system shall be approved to the satisfaction of the Chief of Police, prior to the installation.
15. The applicant shall maintain a customer waiting/service area of sufficient size to fully accommodate anticipated queuing lines. If more than three customers are in line, a new cashier line shall be opened.
16. The Department of Development Services and the Long Beach Police Department shall have the authority to review the site for security problems, and said departments shall have the power to require additional security measures including, but not limited to, security guards, security cameras, and additional security lighting if problems develop at the site. A review of crime activity shall take place annually.
17. Windows shall not be obscured by placement of signs, dark window tinting, shelving, racks or similar obstructions. Signage in excess of 10 percent of the window surface shall be removed.
18. Fees for title loans shall not exceed those established by the State of California.
19. A detailed, complete and unambiguous schedule of all fees in English, Spanish,

Khmer and Tagalog shall be posted in a location that can be easily read by the public. The information shall be clear and legible, and consist of letters not less than 1/8- inch in size.

20. All graffiti shall be removed from walls, rooftop enclosures and signs within one-business day of placement.
21. The building shall be painted to the satisfaction of the Director of Development Services.
22. The hours of operation for the title loan business shall be limited to 9:00 a.m. to 6:00 p.m. Monday- Friday, and 9:00 a.m to 2:00 p.m Saturdays.

Standard Conditions:

23. If, for any reason, there is a violation of any of the conditions of this permit or if the use/operation is found to be detrimental to the surrounding community, including public health, safety or general welfare, environmental quality or quality of life, such shall cause the City to initiate revocation and termination procedures of all rights granted herewith.
24. In the event of transfer of ownership of the property involved in this application, the new owner shall be fully informed of the permitted use and development of said property as set forth by this permit together with all conditions that are a part thereof. These specific requirements must be recorded with all title conveyance documents at time of closing escrow.
25. This approval is required to comply with these conditions of approval as long as the use is on the subject site. As such, the site shall allow periodic re-inspections, at the discretion of city officials, to verify compliance. The property owner shall reimburse the City for the inspection cost as per the special building inspection specifications established by City Council (Sec. 21.25.412, 21.25.212).
26. The Director of Development Services is authorized to make minor modifications to the approved design plans or to any of the conditions of approval if such modifications shall not significantly change/alter the approved design/project. Any major modifications shall be reviewed by the Zoning Administrator or Planning Commission, respectively.
27. All landscaped areas must be maintained in a neat and healthy condition. Any dying or dead plants materials must be replaced with the minimum size and height plant(s) required by Chapter 21.42 (Landscaping) of the Zoning Regulations. At the discretion of City officials, a yearly inspection shall be conducted to verify that all irrigation systems are working properly and that the landscaping is in good healthy condition. The property owner shall reimburse the City for the inspection cost as per the special building inspection specifications established by the City Council.

28. Demolition, site preparation, and construction activities are limited to the following (except for the pouring of concrete which may occur as needed):
 - a. Weekdays and federal holidays: 7:00 a.m. to 7:00 p.m.;
 - b. Saturday: 9:00 a.m. - 6:00 p.m.; and
 - c. Sundays: not allowed

29. The applicant shall defend, indemnify, and hold harmless the City of Long Beach, its agents, officers, and employees from any claim, action, or proceeding against the City of Long Beach or its agents, officers, or employees brought to attack, set aside, void, or annul an approval of the City of Long Beach, its advisory agencies, commissions, or legislative body concerning this project. The City of Long Beach will promptly notify the applicant of any such claim, action, or proceeding against the City of Long Beach and will cooperate fully in the defense. If the City of Long Beach fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Long Beach.

CONDITIONAL USE PERMIT FINDINGS

201 West Pacific Coast Highway

App. No. 1203-06

November 20, 2012

Pursuant to Section 21.25.206 of the Long Beach Municipal Code, a Conditional Use Permit can be granted only when positive findings are made consistent with the following criteria set forth in the Zoning Ordinance. These findings and staff analysis are presented for consideration, adoption and incorporation into the record of proceedings:

- 1. THE APPROVAL IS CONSISTENT WITH AND CARRIES OUT THE GENERAL PLAN, ANY APPLICABLE SPECIFIC PLANS SUCH AS THE LOCAL COASTAL PROGRAM AND ALL ZONING REGULATIONS OF THE APPLICABLE DISTRICT;**

The project site is primarily located in Land Use District No. 8N (Shopping Nodes). However, a portion of the site (northerly forty eight feet of the lot) is located in Land Use Designation No. 8P.

Land Use Designation No. 8N was created to accommodate retail and service uses, exclusively, primarily in small clusters. A neighborhood retail cluster is intended by this plan for every community within one-half mile of each residence, if feasible. The existing title loan company meets the intent of LUD No. 8N by providing financial services to residents within a one-half mile radius of the site.

Land Use District No. 8P was created for use in a few specific areas of the City where strip retail uses catering primarily to pedestrian trade abound or may be developed. "Pedestrian-Oriented", as it is used here, means that shoppers arrive by foot (or arrive by car and park in one location) and then stroll to a number of shops, services and restaurants. Stops in these retail strips tend to be of much longer duration than in the auto-oriented retail strips. They may also have less parking for automobiles and such parking may be located behind stores instead of in front of them. Typically, the stores in this district will be fairly small and will provide shoppers with a variety of convenience goods (bakery, delicatessen, flowers, etc.), or comparison goods on a small scale (dresses, beachwear, sporting goods, men's wear, etc.) Small-scale services are also consistent with this district, provided they are intended for neighborhood use. Large frontage users, such as financial institutions in independent structures, are not consistent with the policies of this district.

The proposed auto title loan company, as mentioned, is located primarily in LUD No. 8N. However, the northerly forty-eight feet of the property is located in LUD No. 8P. The proposed auto title loan use is not a pedestrian-oriented use, is a financial use that is not allowed in LUD No. 8P, does not provide shoppers with a variety of convenience goods, and thus is inconsistent with LUD No. 8P. Although, the proposed use is inconsistent with this the intent of this section of

the General Plan, the subject property was built in compliance with the CHW Zoning District. Therefore, the placement of an auto title loan company within the existing building with an approved Conditional Use Permit is considered compatible with the intent of the General Plan.

The subject property is also located within the CCA and CHW zoning districts. A title loan company or other financial service use is allowed in both zones, subject to the approval of a Conditional Use Permit. Approval of this project would be consistent with the Zoning regulations with approval of the Conditional Use Permit.

2. THE PROPOSED USE WILL NOT BE DETRIMENTAL TO THE SURROUNDING COMMUNITY INCLUDING PUBLIC HEALTH, SAFETY, GENERAL WELFARE, ENVIRONMENTAL QUALITY OR QUALITY OF LIFE; AND

The existing commercial building on the subject property has been vacant for at least six years. The occupancy of a vacant site will be an improvement with the proposed conditions, which include, the removal of graffiti, security surveillance, repainting of the entire building, re-slurring and re-striping the parking lot, new landscaping, and Police security measures. Although much needed exterior repairs will be a major improvement, the proposed use may not be the most appropriate use on a major commercial corridor. Therefore staff asked the applicant to present their request to nearby community groups to gather feedback from the neighborhood. The applicants presented to Wrigley Neighborhood Group, Wrigley Area Neighborhood Alliance (WANA), Neighborhood Advisory Group (NAG) and Central Project Area Council (CPAC) on several occasions. There were both negative and positive responses from the community. Staff has received four letters in opposition to the request. In response to the concerns of the neighborhood and the need to enhance a dilapidated property, staff is recommending that the Planning Commission approve the title loan company. This approval is limited to an initial five-year period. The five-year period will allow staff to monitor the use on a yearly basis, to determine if the use is a good fit to the neighborhood. After the five-year time period, the applicant would need to apply for a new Conditional Use Permit to continue operations. With the proposed time limitations, included with the proposed operational conditions of approval, staff believes the use will not be detrimental to the surrounding community, public health, safety, or quality of life.

3. THE APPROVAL IS IN COMPLIANCE WITH THE SPECIAL CONDITIONS FOR THE USE ENUMERATED IN CHAPTER 21.52.

There are no special conditions for other financial services.

City Of Long Beach
Planning Commission
c/o Steven Valdez, 5th Floor
333 West Ocean Blvd.
Long Beach, CA 90802

re: Conditional Use Permit for Pennbrooke Financial Services, LLC
at 201 W. Pacific Coast Highway

Herewith are 19 pages of petitions to deny the Conditional Use Permit for Pennbrooke Financial Services. It includes a list of names and addresses of over 250 people.

Addendum for City Council meeting November 20, 2012:

These signatures were gathered by talking to neighbors, friends and people at ~~CPAC~~ neighborhood activities—including the Wrigley Association, NAG, neighborhood clean-ups, neighborhood watch meetings, the Wrigley River Run, The Wrigley Associations Pizza Pig Out, The Greener Good, Certified Farmer's Market at Admiral Kidd Park and parties with friends and family.

RECEIVED
CITY CLERK
LONG BEACH, CA
12 NOV -9 PM 4:13

**PETITION TO DENY CONDITIONAL USE PERMIT FOR
PENBROOKE FINANCIAL SERVICES, LLC AT 201 W. PACIFIC COAST HIGHWAY**

We the undersigned, are opposed to the auto title loan business, Pennbrooke Financial Services (aka Loan Max), that has submitted a Planning Permit Application for a Conditional Use Permit (CUP) at 201 W. Pacific Coast Highway (PCH).

Pennbrooke Financial Services does not carry out the vision of the General Plan to improve the redeveloping area at Pacific Avenue and PCH referred to as Wrigley Village.

In meetings between the City and community members, 201 W. PCH was deemed a strategic Gateway corner to the Pacific Avenue business corridor. The proposed car title loan financial service is not harmonious with the neighborhood's vision as agreed upon and drafted by the City for this area. Furthermore, the proposed use will be detrimental to the surrounding community, including its general welfare and quality of life. Specifically, the terms of these loans are crafted to keep borrowers in a cycle of debt (CNN 10/8/08), ultimately having a negative effect on the local economy, degrading the individual borrower and their family's quality of life, and impacting the general welfare of the neighborhoods they reside in.

Auto Title Loans are fast replacing Payday Loans in states where they have been banned (Center for Responsible Lending 9/1/11). Pennbrooke states that they have plans to open 4 locations in Los Angeles and are looking to open several more in the near future. Let's stop the detrimental effects this company can bring to redeveloping neighborhoods.

	NAME	ADDRESS
1.	DAMIAN A. PACHECO	15419 GOODPASTER ST. WHITTIER, 90604
2.	Debbie A Pacheco	15419 Goodhue St Whittier 90604
3.	Maria Robinson	3703 Olive Ave. LB, 90807
4.	John Karras	250 St. Louis, LB 90804
5.	Elizabeth Koblina	3646 Lamina ave LB 90808
6.	Sasha Koblina	3646 Lamina ave, LB, 90808
7.	Albert Plouffe	4029 Elsa St Lakewood 90712
8.	Jaime Aguiere	2160 CHESTNUT AVE LB 90806
9.	Roxana Aguiere	2160 CHESTNUT AVE LB 90806
10.	Noemi Keegan	2860 CHESTNUT AVE LB 90806
11.	ARTHUR KEEGAN	2860 CHESTNUT AVE LB 90806
12.	Seth Moorman	5852 E. Pavo St. LB 90808
13.	Raul Romo	2810 Maine Ave. LB 90806
14.	AARONYA Foster	867 W. 3RD WAY LB 90806
15.	Steve Diaz	2810 Maine Ave LB 90806

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NAME	ADDRESS
1. MICHAEL CERVANTES	515 CHESTNUT AVE # 217 LONG BEACH, CA 90802
2. PO FESILI	230 W 25th St. Long Beach CA 90806
3. Valerie Butcher	171 Pepper Ln. Long Beach CA 90802
4. ROBIN RICHARDS	2700 DAISY AVE LONG BCH 90806
5. April Showers-Baldin	537 W. Willow Street Long Beach, 90806
6. Francine Wally	2034 Cedar Ave, Long Beach, CA 90806
7. Pepper Russell	3200 BARTIC AVE LB CA 90810
8. Jutara SKIVALI TEAL	2933 Cedar Ave LB CA 90806
9. WILLIAM S. TEAL	2933 Cedar AVE L.B. Ca. 90806
10. Shoshannah Siegel	3059 Chestnut Ave LB, CA 90806
11. William Schecter	3059 Chestnut Ave L.B. CA. 90806
12. Joe C. Moreno	860 N. Ave 65 LA CA 90042
13. Ron Diaz	2801 Eucalyptus Ave Long Beach, CA 90806
14. Joe Davis	2286 E. Carson Street, #454 LB 90807
15. Thor E. CARLSON	1054 East 46th St. LB 90807

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	NAME	ADDRESS
1.	Jose Zavala	381 Monterey Road, S. Pasadena 91030
2.	Mrs Coy	4428 Vanguard Lakewood CA 90712
3.	MYRON WALLIN	3471 LILLY AVE LONG BEACH, CA 90808
4.	Kimberly Maniquis	2500 Cedar Ave Long Beach CA 90806
5.	Carlos Alfaro	529 E Centro St. S. Pasadena 91030
6.	ANTHONY DUROSA	12579 Citrusway KOCHE DR. K. CALIFORNIA 91739
7.	ERIK MARKHAM	1145 BELMONT AVE LB. 90804
8.	Donna Wardman	1688 Holly Blvd 92827
9.	Janell Cowan	240 Roswell Long Beach 90803
10.	ARIS AVAONI	2666 RAVEN CIRCLE CORONA CA 92882
11.	Lina Rosette	12551 Merrill St. Garden Grove CA 92840
12.	MAUREEN BARNES	18834 SANTA BARBARA ST, F.V. CA 92708
13.	Barbara Donahue	4511 E. 3rd St, Long Beach Ca 90811
14.	PAM LOUPE	230 EUCALYPTUS AVE. LB CA 90806
15.	JAVIER CHAN	1015 W. 159th St #16 GARDEN CA 90247

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	NAME	ADDRESS
1.	Jimm Partillo	2034 CENTRAL AVE L.B. 90804
2.	Richard Karnette	2805 CHESTNUT AVE. L.B. 90806
3.	Betty Karnette	2805 Chestnut Ave., Long Beach, 90806
4.	Lee Schelin	4147 East Ransom Street Long Beach 90804
5.	Lee Schelin Jeanette Schelin	4147 East Ransom Street LB 90804
6.	Mike LaFrance	
7.	JORGE RIVERA	244 ATLANTIC AVE #2 LAWN BEACH, CA 90802
8.	JOCELYN QUINTO	116 ST. JOSEPH AVE L.B. 90803
9.	Tony Damico	3619 A E COLORADO ST LB 90814
10.	Vanessa Acosta	2214 Golden Ave L.B 90806
11.	Tommy Uranga	2875 Noyes Ln 90806
12.	Francis Helton	3709 Fashion Ave LB CA 90810
13.	FACITA WELCH	863 W. 34th St # LB CA 90806
14.	GEO LIM	2232 #2 SANTA L.B CA 90810
15.	MENIA WOOSLEY	2090 Fashion Ave. 90810

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NAME	ADDRESS
1. John Royce	3601 Olive Ave LB 90807
2. EMILY STEVENS	916 JUNIPERO AVE. LB 90804
3. Christine Petit	3619 AE Colorado St. LB 90814
4. CRISTINA Fontblanca	2077 Adriatic Ave LB 90870
5. Auth Nunn	2112 Santa Fe LB
6. Edmund Labor	23939 Ocean Ave 109 Torrance
7. Emely Hayward	1121 252nd St. #101 Harbor.
8. Linae Hurd	2104 Santa Fe Way LB
9. CRESSENCIA S. BRIZ	2828 ADRIATIC AVE. L.B 90870
10. Robert Kalpakian	10203 Lundene Dr. Whittier 90601
11. Julia Brown	2775 Eucalyptus Ave Long Beach 90806
12. Keith Brown	2775 Eucalyptus Ave LB 90806
13. Meletelini Ioane	2444 Pacific Ave LB 90806
14. Moimailani Ioane	2444 Pacific Ave LB 90806.
15. Rick Lindor	810 W. Columbia LB 90808

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	NAME	ADDRESS
1.	<i>[Signature]</i>	2240 Chestnut LB 90806
2.	ALEX QUINTANA	2302 E 2 ND ST D2 90803
3.	Irene Pacheco	1639 E 55 TH ST LB 90805
4.	Deanna J Briscoe	214 7 TH St. Seal Beach 90740
5.	Rosa Gonzalez	5818 Hullett Turn Long Beach 90805
6.	Genevieve Romero	5271 Cerritos Ave Long Beach 90805
7.	Gilbert Colon	5271 Cerritos Ave Long Beach 90805
8.	Shannon Murphy	5318 E. 2nd St # 744 Long Beach 90803
9.	Ingrid Johnson	102 Argonne Ave #1 Long Beach CA 90803
10.	Ly Man	1329 S. 57 TH STREET Long Beach CA 90805
11.	Vanny Khiev	704 E. 8th. St. Long Beach Ca. 90802
12.	Azmi Samat	3501 Pacific Ave, Long Beach, CA 90807
13.	Loann Zunic	3692 Rose Ave LB, CA 90807
14.	[Signature] LEE FUKUI	2925 CEDAR AVE. LONG BEACH 90806
15.	ANNE GREENFIELD	PO BOX 16325 LB 90806

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NAME	ADDRESS
1. Catedra D. Salera	1852 W. 27th St 90810
2. [Signature]	5 Mission Ct 92610
3. Ben Rozwell	475 W 5th St #2-G 90802
4. Jana Shields	640 W 9th LB 90813
5. Pepper Russell	3200 BALTIC AVE LB 90810
6. Don Darnauer	801 Pine Ave #305 L.B. 90813
7. Shirley Buchanan	1321 California Ave West Cov. 91790
8. STEPHEN LEE VIEIRA	5410 EL PARQUE ST. LB 90815
9. Gary Shelton	240 Chestnut Av #305 LB 90802
10. Evan Kelly	908 N Park Circle LB 90813
11. Richard Dale	1935 Daisy Ave LB CA 90806
12. Gertrude Maynard	717 W. Columbia St. LB CA 90806
13. Barbara Sinclair	2191 Eucalyptus Ave. LB CA 90806
14. Maria Santos	2745 Eucalyptus Ave LB CA 90806
15. Cathy Shimon	2721 Main Ave LB CA 90806

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NAME	ADDRESS
1. <u>VICTORIA STUART</u>	<u>2721 MARISE AVE L.B. CA 90806</u>
2. <u>AL Gonzalez</u>	<u>2740 Eucalyptus Ave. L.B. Ca. 90806</u>
3. <u>Tina Mangolian</u>	<u>2740 Eucalyptus Ave. LB, CA 90806</u>
4. <u>Raul R. Arreola</u>	<u>1921 S. Patton Av LA CA 90732</u>
5. <u>Jennifer E Beane</u>	<u>2851 Chestnut Ave LB CA 90806</u>
6. <u>Jolipa Wilbroe-Benson</u>	<u>467 W. 25th St. LB, CA 90806</u>
7. <u>Bake Arlin</u>	<u>265 Helene St Comore, CA 93245</u>
8. <u>Alan J. Toloff</u>	<u>2851 Chestnut Ave LB. CA 90806</u>
9. <u>Shari A. Crowell</u>	<u>3113 Madeira Ave, Costa Mesa, CA 92626</u>
10. <u>D. ARDIE</u>	<u>2950 EUCALYPTUS AVE LONG BEACH, CA 90806</u>
11. <u>M. Rinaldi</u>	<u>2760 Eucalyptus, Long Beach, CA 90806</u>
12. <u>R O Samarra Gomez-Amaro</u>	<u>1501 Johnson Fullerton CA 92833</u>
13. <u>Philip Garcia</u>	<u>2131 E 15th St., #303, LB, CA 90803</u>
14. <u>Chilton</u>	<u>2719 Eucalyptus Ave, LB 90806</u>
15. _____	_____

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NAME	ADDRESS
1. Gregory Brown	2430 Daisy Ave. LB CA 90806
2. Esmalyn Brown	2430 Daisy Ave LB CA 90806
3. Mark Lomengan	2513 Maine Ave LB CA 90806
4. Sergio Pina	2513 Maine Ave LB CA 90806
5. Sinead Finnerty	2419 Oregon Ave LB CA 90806
6. Jason Payne	2419 Oregon Ave LB CA 90806
7. Don Hewellyn	2323 Oregon Ave LB CA 90806
8. Carol Norcross	2323 Oregon Ave LB CA 90806
9. Nancy Villaseñor	2876 Pacific Ave LB CA 90806
10. Kathy Parsons	2500 Oregon Ave LB CA 90806
11. Sarah Parsons	2500 Oregon Ave LB CA 90806
12. Russ Parsons	2500 Oregon Ave LB CA 90806
13. Concepcion Zarate	2496 Oregon Ave L.B. CA 90806
14. Marlon Zarate	2496 Oregon Ave L.B. CA 90806
15. Maria Zarate	2496 Oregon Ave. L.B. CA 90806

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NAME	ADDRESS
1. Neil Gotanda	2745 Eucalyptus Ave, LB CA 90806
2. Karen Edwards	2334 Eucalyptus Ave. LB CA 90806
3. Manna Eicher XXXXXXXXXX	2925 Cedar Ave. LB CA 90806
4. Chris Graden	2240 Choshet Ave. LB CA 90806
5. Jorge Quintero	2341 Pine Ave. LB CA 90806
6. Lillian Villa-Quintero	2341 Pine Ave LB CA 90806
7. Andrew Downin	2720 Eucalyptus Ave LB CA 90806
8. Lisa Wibroe	465 W. 25 th Street, LB 90806
9. Danny Lemos	2501 Eucalyptus Ave., LB 90806
10. Michelle Jouvence	2390 Eucalyptus ave., LB 90806
11. Antionette Radmas	2545 Maine Ave. LB 90806
12. Mary Lou Slater Barron	2299 Oregon Ave, LB 90806
13. Miles Martin	2342 Eucalyptus ave., LB, 90806
14. Michael Matney	2219 Eucalyptus ave., LB 90806
15. Sasha Kanno	2076 Eucalyptus ave. LB 90806

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NAME	ADDRESS
1. Carol Clark	2483 EUCALYPTUS AVE LB 90806
2. Avilau	1900 Golden Avenue, LB 90806
3. Peter Clark	2483 EUCALYPTUS AVE LB 90806
4. Danny Amott	2431 San Francisco Ave LB 90806
5. Rick Garrido	4071 E. LACACH LB, 90815
6. Tommie L. Moultry	2257 Pacific Ave L.B. 90806
7. Mollie Bennett	2055 Golden Ave. LB 90806
8. Gavin McKiernan	1891 Oregon Ave LB 90806
9. Terry McKiernan	3715 Monogram Ave LB 90808
10. Karen Hester	12431 Lamp Lighter, Garden Grove 92845
11. Matt Brown	2255 FIRST AVE Long Beach 90815
12. Vernon Rindel	513 W. Wardlaw Rd LB 90815
13. Bruce Bluel	4029 Elsa St Lakewood CA 90712
14. Angela Plouffe	4029 ELSA ST. LAKWOOD CA 90712
15. Robert Plouffe	4029 Elsa St Lakewood

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	NAME	ADDRESS
1.	Karen Reed	2744 Daisy Avenue 90806
2.	Maria Samiana	600 Almond Ave Apt #2 90802 C-B
3.	Daniel Sallee	2657 N. Beverly Plaza Long Beach, CA 90815
4.	Andrew McBride	6482 El Paseo Long Beach CA 90815
5.	Tom Costa	2085 East 1st Ave Long Beach CA 90810
6.	Camela Melle	3617 Pacific Ave LB, CA 90807
7.	Kathryn Massanct	2720 Cedar Ave. LB 90806
8.	Riley Wilkinson	2720 Eucalyptus LB 90806
9.	Tami Martin	2726 Eucalyptus LB 90806
10.	Francie McDermott	475 W 25 th LB 90806
11.	Zeliko Humphrey	2374 Cedar Ave LB 90806
12.	Michelle Margis	2374 Cedar ³⁰² LB 90806
13.	Mharlijo Mendoza	2539 Earl Ave LB CA 90806
14.	Marshall Yep	617 W. 19 th St. LB. CA 90806
15.	Emily Yep	490 W. Willow St Long Beach 90806

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NAME	ADDRESS
1. <i>[Signature]</i>	4029 Elsa St Lakewood CA
2. <i>[Signature]</i>	1902 Daisy Ave
3. <i>[Signature]</i>	4069 Locust Ave, LB, CA
4. <i>[Signature]</i>	1045 DAISSY AV. # 3 L.B. CA 90813
5. Ruben Garcia	1017 e. walter Ave. Wilmington, Ca
6. <i>[Signature]</i>	2373 magnolia ave LB. CA 90806
7. <i>[Signature]</i>	2444 Pacific Ave. #3
8. Tanea Joane	2444 Pacific Ave #3 L.B. Ca 90806
9. Sean Deshay	1063 Ximera Ave. Long Beach
10. Marii Uribe	28 E Plymouth #15 Longbeach C.A.
11. S.A. KORAITES	6132 AVALON COURT LONG BEACH, CA 90803
12. Jason Palazzolo	7108 Lago St Paramount 90723
13. Charlie Pirkle	4029 Elsa St Lakewood CA
14. Mary Fasang	2506 AVILA NON BLVD UNIT 2 LB CA 90875
15. Tony Alosi	2744 DAISY AVE. LB 90806

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	NAME	ADDRESS
1.	David Early	3364 Cedar Ave. C-A. 90806
2.	Shirley Maynard	1935 Daisy Ave Long Beach 90806
3.	Jack Lind	50 ELM AVE #50 LB 90802
4.	Lynette Feneczy	2926 Eucalyptus Ave LB 90806
5.		2926 EUCALYPTUS AVE LB 90806
6.	Candace Mead	2925 Eucalyptus Ave. LB 90806
7.	Clara Wade	" " " " "
8.	Ann Deanna	1875 MAINE AVE LB 90806
9.	Cynthia Wolff	2926 Eucalyptus Ave 90806
10.	Thomas Shaw	3160 Chestnut Av 90806
11.	Don M. How	2048 Papadon LB 90806
12.	Don Presley	167 E. South St LB 90805
13.	Al Smigielski	1866 Maine Ave LB 90806
14.	Robert Benson	467 W. 25th St. L.B. 90806
15.	Shermayne Shepherd	2919 Cedar Ave Long Beach, CA 90806

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	NAME	ADDRESS
1.	Pascal Jouvence	2390 Eucalyptus Ave., LB 90806
2.	Dolores Williams	2545 Maine Ave., LB 90806
3.	Ricardo Gutierrez	2560 Eucalyptus Ave. LB 90806
4.	Loren Comfort	2364 Cedar Ave., LB 90806
5.	Sinead Finnerty-Pyre	2419 Oregon Ave, LB 90806
6.	Alyssa Edwards	2334 Eucalyptus Ave, LB, 90806
7.	Stephen Duprey	2036 Eucalyptus Ave. LB 90806
8.	Tina Burnight	3868 Gaviota Ave. LB 90807
9.	Matt Reno	3868 Gaviota Ave. LB 90807
10.	Gail Werner	2764 Maine Ave., LB 90806
11.	Jason Pyre	2419 OREGON AVE., LB 90806
12.	Hector Marguez	2336 Daisy Ave Long Beach, CA 90806
13.	Dave Clark	2483 Eucalyptus Ave LB 90806
14.	Ann Lall	1900 Golden Ave Long Beach 90806
15.	TONY MESA	LONG BEACH 90806

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1.	CHRISTOPHER SAN JOSE	2507 MAINE AVE. LONG BEACH 90806
2.	RAY GOLVEDO	2495 MAINE, AVE. LONG BEACH 90806
3.	SUSAN GOLVEDO	- SAME -
4.	CHRISTOPHER GOLVEDO	- SAME -
5.	David Anderson	2485 Maine Ave, L.B 90806
6.	Keith Richardson	2941 Cedar Ave. L.B. 90806
7.	Ryan Richardson	2941 Cedar ave LB, CA, 90806
8.	Rory Richardson	2941 cedar ave LB, CA, 90806
9.	Maria Sillman	2941 Cedar Ave. L.B. CA. 90806
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NAME	ADDRESS
1. Jonathan Chaverry	2496 Oregon Ave Long Beach, Ca 90806
2. Joanna Troncoso	2496 Oregon Ave Long Beach CA 90806
3. Monica Sanchez	2496 Oregon Ave Long Beach CA 90806
4. ALICIA Richardson	2941 Cedar Ave LB, Bch, CA 90806
5. Carl Wibre	208 Via Alliance, Palos Verdes Est, CA 90274
6. Carrie Cannon	2190 Eucalyptus Ave. 90806
7. Mary Grace	8032 Denrock Ave., LA 90045
8. Eric Cannon	4021 Country Club Drive, Lakewood 90712
9.	
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- | NAME | ADDRESS |
|--------------------------|--|
| 1. <i>[Signature]</i> | 50 ELM AVE, #9 LB 90802 |
| 2. <i>[Signature]</i> | 800 ON-SIGNS, INC. 3929 E ANAHEIM ST LB 90804 |
| 3. Kathy Ryan | 5701 LUNADA LN LONG BEACH CA 90814 |
| 4. <i>[Signature]</i> | 2145 WEST 16 TH ST LONG BEACH CA. 90813 |
| 5. Jennifer vander Fluit | 1910 Daisy Ave, LB 90806 |
| 6. <i>[Signature]</i> | 2063 PACIFIC AVE L.B. 90806 JAY |
| 7. <i>[Signature]</i> | 2101 Pacific Ave LB 90806 |
| 8. _____ | _____ |
| 9. _____ | _____ |
| 10. _____ | _____ |
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NAME	ADDRESS
1. <u>Risa Gruber</u>	<u>1859 Maine Ave, LB CA 90806</u>
2. <u>Andrew Andrews</u>	<u>1858 Maine Ave, LB, CA 90806</u>
3. <u>Thomas Grevenkamp</u>	<u>1866 Maine Ave, LB 90806</u>
4. <u>ALBERT L. SMIGIELSKI</u>	<u>1866 MAINE AVE L.B. 90806</u>
5. <u>Alex Stewart</u>	<u>1850 Maine Ave, LB, CA 90806</u>
6. <u>LILLIAN JUSTICE</u>	<u>1842 MAINE AVE Long Beach CA 90806</u>
7. <u>Gloria Estrada</u>	<u>1867 Maine Ave, Long Beach 90806</u>
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