



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

333 West Ocean Boulevard 7<sup>th</sup> Floor • Long Beach, CA 90802 • (562) 570-6200 • Fax (562) 499-1097

December 19, 2017

HONORABLE MAYOR AND CITY COUNCIL  
City of Long Beach  
California

## RECOMMENDATION:

Receive the supporting documentation into the record, conclude the hearing, and grant an Entertainment Permit with conditions on the application of Eagle 562, LLC, dba Eagle 562, 2020 E. Artesia Blvd., for entertainment with dancing. (District 9)

## DISCUSSION

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

The LBMC also requires the City Council to approve the issuance of the Permit if they find that: the issuance of the Permit at the proposed location is consistent with federal, state and local laws, rules, and regulations; it will not constitute an undue burden on the neighborhood; the applicant(s) or responsible persons have not been convicted of any misdemeanor involving moral turpitude or felony offense within the past five years; and, neither the applicant(s) or any responsible persons have a history of committing significant violations of the City code and have not provided false or misleading information on their application.

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

City departments have conducted their investigations in accordance with the LBMC. Attached for your review are the departmental investigative reports, history, entertainment permit application and floor plan. To review entertainment forms online, you may visit <http://www.longbeach.gov/finance/services-and-permits/entertainment-permit>.

HONORABLE MAYOR AND CITY COUNCIL

December 19, 2017

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The following summarizes departmental findings:

- The Police Department recommends the permit for entertainment with dancing be approved subject to the conditions.
- The Fire Department finds the building/location meets department requirements for the proposed use.
- The Health and Human Services Department finds the building/location meets department requirements for the proposed use with the condition that the establishment remain in compliance with the Long Beach Noise Ordinance (LBMC Chapter 8.80).
- The Development Services Department finds the building/location meets department requirements for the proposed use.

The Financial Management Department, Business Services Bureau, has reviewed all submitted department documents and correspondence and, after a thorough investigative process, recommends that the permit for entertainment with dancing be approved subject to conditions (attached).

In the event that any of the recommended conditions are in conflict with other permits or licenses, the permittee shall adhere to the strictest of the applicable conditions. This location has been licensed as a Bar/Tavern/Lounge since August 1998. The business changed ownership to Eagle 562, LLC, in August 2016.

This matter was reviewed by Deputy City Attorney Amy R. Webber on November 27, 2017.

#### TIMING CONSIDERATIONS

The hearing date of December 19, 2017, has been posted on the business location, with the applicant and property owners within 300 feet notified by mail.

#### FISCAL IMPACT

The following fees were collected with the application: Building Review \$22.45 and Zoning Review \$33.00 (Development Services Department), Police Investigation \$1,280.00 (Police Department), and Mailing List \$90.00 (Financial Management Department).

The following fees will be collected if the application is approved: Business License Annual Tax \$355.25, Employee Rate \$18.45 per employee, and Annual Entertainment Regulatory Fee \$310.00 (Financial Management Department).

HONORABLE MAYOR AND CITY COUNCIL  
December 19, 2017  
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SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



JOHN GROSS  
DIRECTOR OF FINANCIAL MANAGEMENT

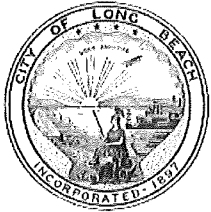
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K:\EXEC\COUNCIL LETTERS\BUSINESS SERVICES\2017\12-19-2017 CCL - EAGLE 562 LLC - ENTERTAINMENT WITH DANCING.DOCX

ATTACHMENTS

APPROVED:



PATRICK H. WEST  
CITY MANAGER



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT  
BUSINESS RELATIONS BUREAU

333 WEST OCEAN BOULEVARD 7<sup>TH</sup> FLOOR • LONG BEACH, CA 90802 • (562) 570-6211

## Recommended Conditions of Operation

Eagle 562, LLC. DBA Eagle 562

2020 E. Artesia Blvd.

Application for Entertainment With Dancing

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

### I. STANDARD CONDITIONS OF OPERATION

- 1) The operation of the establishment shall be limited to those activities and elements expressly indicated on the permit application and approved by the City Council. Any change in the operation, which exceeds the conditions of the approved permit, will require that a new permit application be submitted to the City Council for their review and approval.
- 2) Unless separately applied for, reviewed, and approved, no adult entertainment, as defined by section 5.72.115(B) LBMC shall be conducted on the permitted premises.
- 3) The establishment shall remain in compliance with all applicable sections of the Long Beach Noise Ordinance (LMBC Chapter 8.80).
- 4) Due to the proximity of neighboring businesses and residences, all door(s) and windows shall be kept closed at all times during any entertainment, except in cases of emergency and to permit deliveries. Said door(s) is not to consist solely of a screen or ventilated security door. In addition, the business shall incorporate sound-proofing material on the perimeter of the outdoor patio during any entertainment to mitigate noise impacts to the surrounding businesses and residences. **Sound shall not be audible beyond fifty feet (50') from the exterior of the premises in any direction.**
- 5) The permittee shall not allow employees to discard trash or beer bottles into the outside dumpster between the hours of 10:00 P.M. and 7:00 A.M.
- 6) Deliveries to and from the premises shall be limited to the hours of 8:00 A.M. to 10:00 P.M.
- 7) The permittee shall provide a minimum of one (1) uniformed security guard during all times that the entertainment activities are being conducted for crowds up to fifty (50) people. For crowds over fifty (50) people, the permittee shall provide a minimum of one (1) additional uniformed security guard per fifty (50) people.

The attire of each security guard shall clearly indicate the guard's affiliation with the establishment by means of a pin, shirt, or other visible form of identification. Security guards must be identifiable as "Eagle 562" employees. Should the permittee's operations give rise to a substantial increase in complaint/calls for police service, or trash left in the parking lot, the permittee shall increase security

staff, implement the use of electronic metal detection equipment, increase outside lighting, or make other changes to the premises or operation as the Chief of Police determines are necessary to protect the safety of the public.

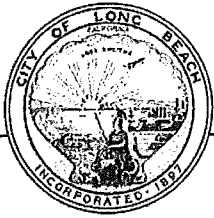
- 8) The permittee shall take reasonable measures to prohibit and prevent the loitering of persons immediately outside any of the entrance/exit doors and the parking lot, at all times while open for business. The permittee is required to monitor the outside patio area for any nuisance activity that could disturb the surrounding neighbors. This shall be done by utilizing security guards or employees in addition to signage indicating words to the effect of, "Please respect our neighbors" or something similar.
- 9) At the conclusion of each event, the permittee shall take reasonable measures to ensure that exiting patrons walk directly to their vehicles, and not loiter in the front of the establishment, the parking lot or the immediate area. The permittee shall be responsible for maintaining free of litter the premises and the area adjacent to the licensed premises over which it has control.
- 10) The permittee agrees to reimburse the City for all costs associated with excessive police services, as determined by the Chief of Police, required as the result of any incident or nuisance arising out of or in connection with the permittee's operations.
- 11) Current occupancy loads shall be posted at all times, and the permittee shall have an effective system to keep count of the number of occupants present at any given time and provide that information to public safety personnel upon request. (LBMC section 18.48.320).
- 12) Any graffiti painted or marked upon the premises, or on any adjacent area under the control of the licensee, shall be removed or painted over within 24 hours of being applied.
- 13) The business, or agents, shall not distribute any advertising matter such as signs, posters, or promotional cards, in or upon any public property, or in or on any vehicle in any such place in the City. Distribution of any advertising matter upon private property shall adhere to the following guidelines: By placing the same matter in a receptacle, clip, or other device designed or intended to receive advertising matter. The permittee shall keep all promoter contracts, including names, addresses, and phone numbers, on file at all times, and be available for inspection at any time.
- 14) All independent contractors and promoters must have, or obtain, a City of Long Beach business license prior to conducting entertainment activities governed by this permit. The permittee shall be responsible for all entertainment activities at the location, including those conducted by promoters or independent contractors.
- 15) The permittee must provide all promoters or independent contractors hired to conduct entertainment activities with a copy of the approved permit, which shall include a copy of the approved conditions of operation.

- 16) The permittee shall install and maintain a video surveillance system that monitors no less than the front and rear of the business with full view of the public right-of-ways and any parking lot under the control of the permittee. The video system must be capable of delineating on playback the activity and physical features of persons and areas within the premises. Recordings shall be retained for a minimum of 30 days and be accessible via the Internet by the Long Beach Police Department. A Public Internet Protocol (IP) address and user name/password is also required to allow the Long Beach Police Department to view live and recorded video from these cameras over the internet. All video security cameras shall be installed to the satisfaction of the Chief of Police, Director of Technology Services, and Director of Development Services. At the discretion of the Chief of Police, the permittee may be required to add additional video cameras.
- 17) The permittee shall ensure that all employees attend an alcohol awareness class such as TIPS or LEAD, within the first 90 days of employment. The permittee shall keep employee's proof of completion on file, and be available for inspection at any time.
- 18) The permittee shall maintain full compliance with all applicable laws, ABC laws, ordinances, and stated conditions. In the event of a conflict with the requirements of this permit, your conditional use permit, or your Alcoholic Beverage Control license, the more stringent regulation shall apply.

## II. ADDITIONAL CONDITIONS OF OPERATION

- 1) Tiered Conditions. "Tiered Conditions" as set forth below consist of progressively more stringent regulations on entertainment and related activities. By applying for this entertainment permit, the applicant has agreed to the conditions set forth below and has agreed to waive a hearing if these conditions are applied. The City Council may add further conditions not listed here, or revoke the permit, if Permittee does not comply with the conditions imposed in this permit. These conditions do not modify or limit in any way the authority of the Chief of Police to enforce Penal Code Section 415 (disturbing the peace) against any person, or of the Chief of Police or the Fire Marshal to immediately take action in the event of an imminent threat to public health or safety.
  - a. Tier 1: Entertainment activities indicated on Page 9 of your entertainment application shall be restricted to 5:00 PM to 2:00 AM Seven (7) days a week.
  - b. Tier 2: Following the receipt of three (3) or more noise complaints that require a response by the Police Department within a 30-day period and which are found to violate the noise standard prohibiting unreasonably loud sound fifty feet (50') from the perimeter of the premises, Permittee will be notified that his or her premises must comply with those Tier 2 Noise Conditions which the City determines are necessary to protect the public peace and to comply with the City's noise ordinance by reducing the hours of outdoor entertainment to 5:00 PM to 12:00 AM Seven (7) days a week in addition to any additional measures deemed necessary by the Chief of Police or the Fire Marshal to protect health and safety.

- c. Tier 3: If operating under Tier 2 Noise Conditions and following the receipt of three (3) or additional noise complaints that require a response by the Police Department within a 30-day period and which are found to violate the noise standard prohibiting unreasonably loud sound fifty feet (50') from the perimeter of the premises, Permittee will be notified that his or her premises must comply with those Tier 3 Noise Conditions which the City determines are necessary to protect the public peace and to comply with the City's noise ordinance by reducing the hours of outdoor entertainment to 5:00 PM to 10:00 PM Seven (7) days a week in addition to any additional measures deemed necessary by the Chief of Police or the Fire Marshal to protect health and safety.
    - d. Upon the request of a Permittee who has been required to implement Tier 2 or Tier 3 conditions, the Chief of Police, in consultation with the Fire Marshal and the Health Department, shall review Permittee's recent compliance history and determine whether some or all conditions can be returned to Tier 1 or Tier 2 levels consistent with the protection of public health and safety.
  - 2) No owner, operator or manager shall permit any person under the age of 21 years within the premises at any time. An identification card scanner shall be used for all patrons entering the establishment after 10:00 PM, for the sole purposes of verifying patron age and/or authenticity of a patron's driver's license or identification card.
  - 3) There shall be no "queue" allowed after 11:00 PM. "Queue" is defined as persons awaiting entry after the business is at capacity.
  - 4) Internal lighting shall be sufficient to make easily discernible the appearance and conduct of all persons and patrons inside the business.
  - 5) Alcoholic beverages shall not be consumed on any property adjacent to the premises.
- III. In the event that any of the recommended conditions attached to any permit or license is in conflict, the permittee shall adhere to the strictest of the applicable conditions. In addition, please be advised that your permit is subject to administrative review every two years from the date this permit is issued. If grounds exist for revocation or suspension of the permit, a hearing will be held.



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## FIVE YEAR HISTORY OF BUSINESS ESTABLISHMENT 2020 E. Artesia Blvd.

Eagle 562, LLC  
DBA: Eagle 562  
Lic # BS21703634  
06/17 – Pending

Entertainment with Dancing (Alcohol)

Eagle 562, LLC  
DBA: Eagle 562  
Lic # BS21605915  
08/16 – Current

Pool Tables (2 or less)

Eagle 562, LLC  
DBA: Eagle 562  
Lic # BU21605914  
08/16 – Current

Bar, Tavern, Lounge

Chiseled Entertainment Inc.  
DBA: Piston's Bar  
Lic # BS21018851  
02/10 – 08/16

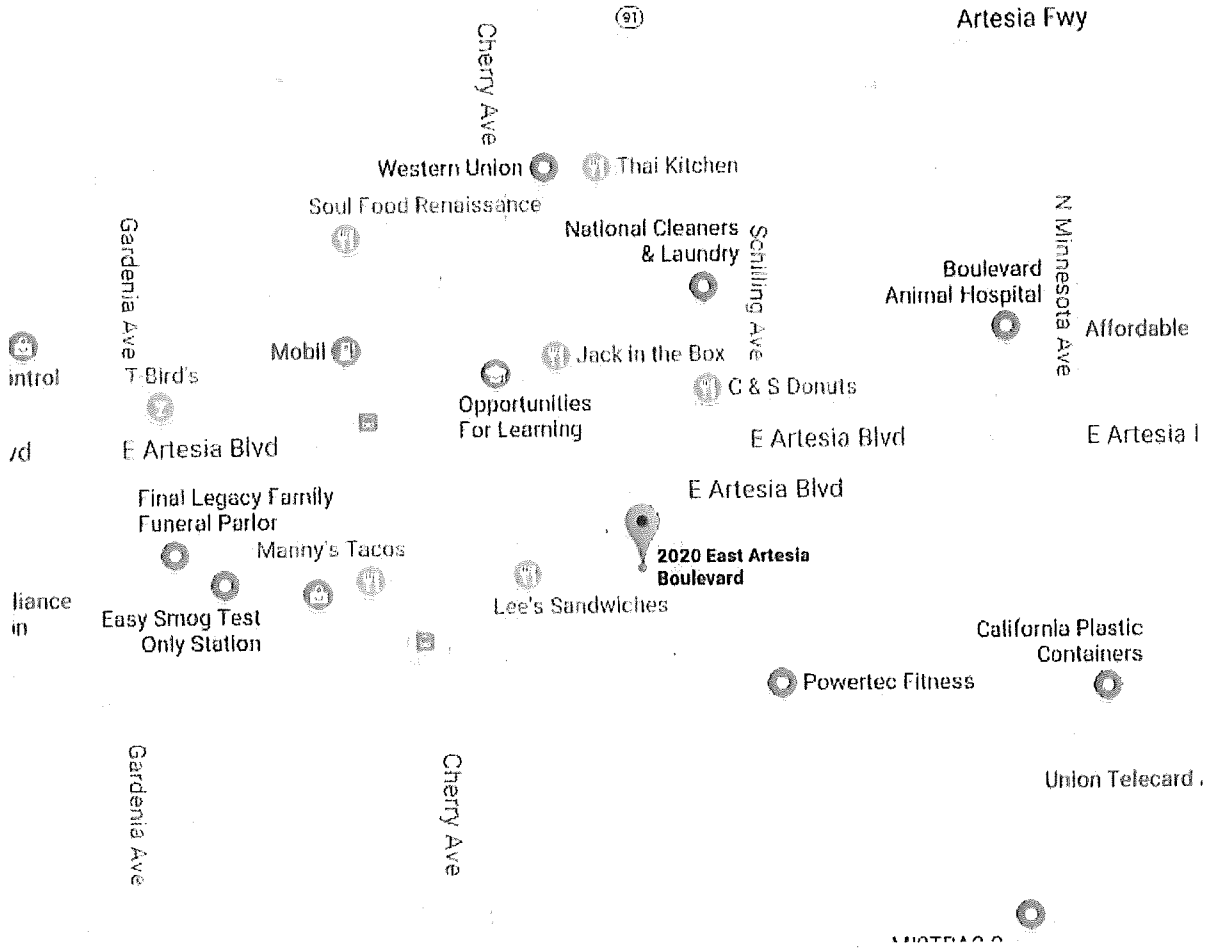
Pool Tables (2 or less)

Chiseled Entertainment Inc.  
DBA: Piston's Bar  
Lic # BU21003591  
02/10 – 08/16

Bar, Tavern, Lounge



**Eagle 562, LLC.**  
**DBA Eagle 562**  
**2020 E. Artesia Blvd.**





# CITY OF LONG BEACH BUSINESS LICENSE APPLICATION

Fourth Floor, City Hall

333 W. Ocean Boulevard, Long Beach, CA 90802

[www.longbeach.gov](http://www.longbeach.gov)

[LBBIZ@LongBeach.gov](mailto:LBBIZ@LongBeach.gov)

(562) 570-6211

### CITY OF LONG BEACH INFORMATION

OWNER/ENTITY NAME <b>Eagle 502 LLC</b>	DRIVER'S LICENSE NO. [REDACTED]	STATE <b>CA</b>	SOCIAL SECURITY NO. [REDACTED]	HOME OCCUPATION <input type="checkbox"/> Y <input type="checkbox"/> N
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BUSINESS NAME (D.B.A.) <b>Eagle 502</b>	TYPE OF BUSINESS (BE SPECIFIC)	EMAIL:
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BUSINESS ADDRESS STREET <b>2020 E Artesia</b>	CITY <b>Long Beach</b>	STATE <b>Ca</b>	ZIP <b>90805</b>	AREA CODE/TELEPHONE <b>562 269-0313</b>
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BILLING ADDRESS (if same write SAME) STREET <b>1435 E Broadway</b>	CITY <b>Long Beach</b>	STATE <b>Ca</b>	ZIP <b>90802</b>	AREA CODE/TELEPHONE <b>562 659-3057</b>
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RESIDENCE ADDRESS (if same write SAME) STREET [REDACTED]	CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]	AREA CODE/TELEPHONE [REDACTED]
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LIST OF PRINCIPAL OFFICERS, MEMBERS, PARTNERS AND RESIDENTIAL ADDRESSES (IF MORE, PLEASE ATTACH A LIST)	TITLE	% OWNERSHIP
<b>CEO Michael Barber</b>		

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

### BUSINESS OPERATING INFORMATION

START DATE <b>5/2017</b>	NO. OF EMPLOYEES <b>10</b>	NO. OF VEHICLES <b>0</b>	SALES & USE TAX (SELLER'S PERMIT) NO. <b>103-072932</b>
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DOES YOUR BUSINESS HAVE A CALIFORNIA STATE LICENSE? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	STATE LICENSE NO.	CLASSIFICATION(S)	RENEWAL DATE
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HAVE YOU EVER HAD A BUSINESS LICENSE/PERMIT REVOKED OR SUSPENDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	LICENSE/PERMIT NO.	ISSUING AGENCY	CLASSIFICATION & DATE OF SUSPENSION/REVOCATION
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### FOOD/ALCOHOLIC BEVERAGES/ENTERTAINMENT

Do you plan to sell or serve food? (Includes pre-packaged)  Y  N  
 If serving food, how many seats? \_\_\_\_\_  
 Do you plan to sell or serve alcoholic beverages?  Y  N  
 ABC License number: **562-350-577-704** Type: **48**  
 Conditions Included: (If yes, please attach to application)  Y  N

### SERVICES/FUND RAISING

Will you offer massage, tanning, herbal therapy, escort or any other services that improve the health or well being of another?  Y  N  
 Will you engage in fund raising?  Y  N  
 Will you deal in coins, firearms, jewels or second-hand property?  Y  N  
 Will you perform Parking Management? If so, please attach a detailed list of all activities?  Y  N

### AMUSEMENT MACHINES, VIDEO GAMES, VENDING MACHINES, JUKEBOX AND/OR POOL TABLES

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

### BUILDING AND FACILITY INFORMATION

Property Owner's Name: **Eagle 502 LLC**  
 Business sq. ft.: **250** Warehouse on site?  Y  N  
 Do you:  Own or  Rent/Lease your business property?

### TOBACCO PRODUCTS/PARAPHERNALIA

Do you plan to sell tobacco products/paraphernalia?  Y  N  
 Do you plan to operate a Smoking Lounge?  Y  N

### HAZARDOUS MATERIALS/MEDICAL WASTE

Will you deal with, use, store or transport Medical Marijuana?  Y  N  
 Will you manage or produce bio-hazardous materials or waste?  Y  N

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

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

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

Signature: \_\_\_\_\_ Date: **6/1/17** PRINT NAME/TITLE: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_ PRINT NAME/TITLE: **Hannah P. Busiessitic**

**DO NOT WRITE BELOW THIS LINE**  
 Inspection(s):  Bldg  Fire  Health  HazMat  PD  Other  
 Basic Tax \_\_\_\_\_  
 Employees # \_\_\_\_\_ @ \$ \_\_\_\_\_ = \_\_\_\_\_  
 Vehicles # \_\_\_\_\_ @ \$ \_\_\_\_\_ = \_\_\_\_\_  
 Other # \_\_\_\_\_ @ \$ \_\_\_\_\_ = \_\_\_\_\_  
 PIA \_\_\_\_\_  
 PIA Employees # \_\_\_\_\_ @ \$ \_\_\_\_\_ = \_\_\_\_\_  
 Regulatory Investigation \_\_\_\_\_  
 Misc. Fees \_\_\_\_\_  
 Sub Total \_\_\_\_\_  
 Zoning **33**  
 Building Review **22145**  
 Total \$ **1425.75**

Prev Use: **bar/tavern** Exp. Date: \_\_\_\_\_  
 Prev Lic: \_\_\_\_\_  
 Exp Date: \_\_\_\_\_  
 District: \_\_\_\_\_  
 CRT: \_\_\_\_\_  
 SIC: \_\_\_\_\_  
 NAICS: \_\_\_\_\_  
 Entered by: **CK**  
 Date: **6/1/17**  
**88-2170-3634**

**Zoning Review**  
Y N N/A

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
New construction Reuse  
Zone: \_\_\_\_\_  
Comments: \_\_\_\_\_

NOTE: THIS IS NOT A BUSINESS LICENSE: DO NOT OPERATE UNTIL A VALID LICENSE HAS BEEN ISSUED

## ATTENTION LICENSE APPLICANT

### Business License Required (L.B.M.C. 3.80.210)

Under the Long Beach Municipal Code (Section 3.80.210), any person operating a business in the City of Long Beach is required to obtain a business license and pay an annual business license tax, prior to the operation of that business.

### Term of License (L.B.M.C. 3.80.520)

A business license is valid for one (1) year from the date of issuance (unless otherwise noted) and must be renewed each year. A renewal notice is sent to the licensee ten (10) days prior to the due date, and the licensee has thirty (30) days to pay without penalty. If a notice is not received by the licensee, he/she is still responsible for payment by the due date. If the licensee changes his/her mailing address during the year, he/she should contact the Business License Section to report the change.

### Penalties (L.B.M.C. 3.80.422)

A penalty equivalent to twenty-five percent (25%) of the payment due applies to all delinquent licenses unpaid after thirty (30) days from the due date. An additional ten percent (10%) penalty is added on the first day of the calendar month following the imposition of the twenty-five percent (25%) penalty if the tax remains unpaid, up to a maximum of one hundred percent (100%) of the tax due. The postmark will govern the determination of whether or not a tax payment is delinquent. A delinquent tax will be deemed a debt to the City, and the licensee shall be liable for legal action if it remains unpaid.

### Multiple-Businesses at one Location (L.B.M.C. 3.80.420.6)

When more than one business activity is engaged in at the same location, and the activity falls into a classification other than that of the original license, the licensee is required to obtain an additional license for each different business activity. If the licensee has more than one business license at the same location, he/she may choose to pay for all employees on one license. If so, the licensee will pay for the employees on the license with the higher employee rate.

### Definition of an Employee (L.B.M.C. 3.80.150)

For the purpose of Business License taxation in the City of Long Beach, an employee is defined as: Every person engaged in the operation or conduct of any business in Long Beach, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and every person employed or working in such business, whether full-time, part-time, permanent or temporary, for a wage, salary, commission or room and board. The owner of a sole proprietorship shall not be deemed to be an "employee" of the business.

### Change of Location (L.B.M.C. 3.80.424)

Every person possessing a City of Long Beach Business License who changes the location of his place of business shall, prior to engaging in such a business at the new location, have the City endorse the new location on the license.

### Display of License (L.B.M.C. 3.80.425.5)

Every person having a license shall prominently display the license at the place of business. If the business is operated from a vehicle, an identifying decal issued by the City shall be affixed to the vehicle, and the business license shall be carried by the licensee.

### Refunds Prior to Start of Business (L.B.M.C. 3.80.427.5.F)

Any application for refund must be made by the person entitled to the money within one year after payment of the money to the City. No refund shall be made of any moneys paid for the issuance or renewal of any license unless it is determined that such licensee has not engaged in, nor held himself out as being engaged in, such business or occupation at any time after the effective date of the license. The amount of the refund shall be the full amount of the license tax paid, less an amount determined by the Director of Financial Management, which shall cover the cost of investigation and issuance of the license.

### Sales or Use Tax

Sales or Use Tax may apply to your business activity. You may seek advice regarding the application of the tax to your business by writing or calling the State Board of Equalization at:

16715 Von Karman Ave Suite #200  
Irvine, CA 92606  
(949) 440-3473

12440 E. Imperial Hwy. Suite 200  
Norwalk, CA 90651  
(562) 466-1694

-or-

### Inspections (The business license application must be available on site at time of inspection).

When a business license inspection is scheduled, the business must be fully prepared to operate, and the business owner or operator must be on site for the entire scheduled time of inspection. If the business owner or operator is unprepared for or misses a scheduled business license inspection without giving a minimum of 24 hours notice to the appropriate City agency, a re-inspection fee will be assessed.

I have read and understand the Inspection requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

333 West Ocean Boulevard, 4<sup>th</sup> Floor

Long Beach, CA 90802 333

(562) 570-6212

FAX (562) 570-6180

## ADVISORY FORM AND PROBATIONARY PERMIT

The following list of conditions must be met in full to operate under a probationary permit for entertainment. (Referred to as Temporary Permit in the Long Beach Municipal Code (LBMC) Chapter 5.72)

1. A completed application for a regular entertainment or pool hall must be submitted.
2. A complete interior floor plan with dimensions indicating exits and parking areas must be submitted and approved by the Department of Long Beach Development Services.
3. Inspections by City Departments have been accomplished and no major health or safety conditions found.
4. Permittee must comply with all applicable federal, state, and local laws, including any conditions or restrictions placed upon any license issued to the permittee by the State of California Department of Alcoholic Beverage Control. If the issuance of this probationary Permit is in conflict with any other conditions or restrictions previously imposed on the activities of the business establishment by this or any other private or governmental body, this temporary permit shall be deemed void.
5. Any improvements made or any contractual agreements entered into by the permittee in anticipation of approval of a regular entertainment shall be at his/her own risk.
6. Unless specifically applied for, reviewed and approved, no adult entertainment, as defined by LBMC Sections 21.15.110 and 5.72.115 (B), shall be conducted on the premises.
7. Permittee shall employ their own discretion in determining the level of security necessary to prevent violation of law and any other disturbances arising out of or in connection with their business operations. If there is a substantial increase in complaints/calls for service, the permittee shall increase security as directed by the Chief of Police.
8. The establishment must remain in compliance with the all applicable sections of the Long Beach City Noise Ordinance (LBMC Chapter 8.80).

I have read the above stated conditions of operations under a probationary permit, and I agree to comply with these conditions.

If all conditions have been met, a probationary permit will be mailed in two (2) weeks.

BUSINESS NAME:

Eagle 502

BUSINESS ADDRESS:

2020 E Artesia Blvd, Long Beach Ca

NAME:

Michael Barber

TITLE:

CEO

90805

SIGNATURE:

[Signature]

DATE:

### OFFICE USE ONLY

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

#### REGULAR PERMIT APPLICATION

- Application Complete?  YES  NO
- Floor Plan Submitted?  YES  NO
- Zoning Approved?  YES  NO
- Departmental Inspections?  YES  NO

#### PROBATIONARY PERMIT

Approved By: \_\_\_\_\_

Date Approved: \_\_\_\_\_

PERMIT VALID FOR 90 DAYS OR UNTIL REGULAR PERMIT IS APPROVED OR DENIED BY CITY COUNCIL, WHICHEVER COMES FIRST.

Comments: \_\_\_\_\_



Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Zoning Approval By: \_\_\_\_\_ Date: \_\_\_\_\_

**APPLICATION FOR ENTERTAINMENT PERMIT**

(Please Print All Information - Incomplete Applications Will Not Be Accepted)

Applicant's Name (Legal Ownership Structure): EDGE 562 LLC  
 Business Name (DBA): EDGE 562 Business Phone: (662) 769-2313  
 Business Site Address: 2020 E. AIRWAY Blvd Long Beach, CA 90805  
 Date Business Proposes To Open: 5/26/17  
 Days & Time Premises Are Open For Inspection: Any day after 9:00 am, anytime with appointment

**Proposed Use(s):**

Entertainment/Restaurant With Dancing  Without Dancing  Other (explain)  \_\_\_\_\_  
 Entertainment/Tavern With Dancing  Without Dancing   
 Entertainment/Retail  Social Club  Pool/Billiard Hall

Explain briefly the proposed use of the rooms within the building:

Bar Area

Contact Person(s) Name (authorized agent, manager, etc.): Michael Barber  
 Contact Person(s) Phone Number: (662) 659-3057

**Type of Organization:**

Corporation  Partnership  Individual  Unincorporated Association or Club  
 Trust  LLC  Other, explain: \_\_\_\_\_

**OFFICE USE ONLY**

Building  Fire  Health (Check Inspecting Department) Date Received: \_\_\_\_\_  
 Building/Location meets Department Requirements for the proposed use.  
 Building/Location meets Department Requirements for the proposed use subject to the following conditions:

Building/Location does not meet Department requirements for the proposed use.  
 Inspection Completed On (date): \_\_\_\_\_ By: \_\_\_\_\_

**POLICE DEPARTMENT**

Police Department finds no basis for denial  Police Department finds basis for denial  
 Police Department finds no basis for denial with conditions

Conditions or Basis for Denial: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

GENERAL INFORMATION (All Applicants)

Principal place of business (if other than the address listed on page 1): \_\_\_\_\_

Fictitious business names(s) or dba(s) used: Eagle 542

Place and date of filing fictitious business name statement: Los Angeles County  
8/5/2016

County(ies) in which fictitious name statement is (are) filed: Los Angeles

Names and address of all agents and employees authorized to negotiate or otherwise represent individual in connection with any transaction with the City of Long Beach:  
Michael Barber 239 St Joseph Ave Long Beach CA 90803

Name and address of person (agent) authorized to accept service of process in California:  
Michael Barber 239 St Joseph Ave Long Beach Ca 90803

State whether you are licensed by any governmental agency to engage in any business. If so, list each such license held, the city in which held, and expiration date thereof:  
Realtor, State of California 5/6/2018

Is this applicant a subsidiary of a present corporation or business?  YES  NO  
If yes, explain:  
The Falcon (WATO BAN INC) The Paradise (MOLLY BROWN LLC)

How long has the corporation or business been in operation? 7/2016

Is the location: Owned?  Rented/Leased?

If Rented/Leased, state the name and address of property owners:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**IF APPLYING AS A CORPORATION**

INFORMATION IS REQUESTED FOR POLICE DEPARTMENT IDENTIFICATION AND INVESTIGATION

**CORPORATE OFFICER I**

Name: Michael Barber Title: CEO  
Residence Address: [REDACTED] Phone: [REDACTED]  
Business Address: 2020 E Artesia LB 90805 Phone: 562-269-0313  
Race: [REDACTED] Sex: [REDACTED] Hair: [REDACTED] Eyes: [REDACTED] Height: [REDACTED] Weight: [REDACTED]  
Date of Birth (mm/dd/yyyy): [REDACTED] Place of Birth: [REDACTED]  
Driver's License Number: [REDACTED] Issuing State: [REDACTED]

**CORPORATE OFFICER II**

Name: Michael Barber Title: CEO  
Residence Address: [REDACTED] Phone: [REDACTED]  
Business Address: 2020 E Artesia LB 90805 Phone: 562-269-0313  
Race: [REDACTED] Sex: [REDACTED] Hair: [REDACTED] Eyes: [REDACTED] Height: [REDACTED] Weight: [REDACTED]  
Date of Birth (mm/dd/yyyy): [REDACTED] Place of Birth: [REDACTED]  
Driver's License Number: [REDACTED] Issuing State: [REDACTED]

**CORPORATE OFFICER III**

Name: N/A Title: \_\_\_\_\_  
Residence Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Business Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Race: \_\_\_\_\_ Sex: \_\_\_\_\_ Hair: \_\_\_\_\_ Eyes: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_  
Date of Birth (mm/dd/yyyy): \_\_\_\_\_ Place of Birth: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ Issuing State: \_\_\_\_\_

**CORPORATE OFFICER IV**

Name: N/A Title: \_\_\_\_\_  
Residence Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Business Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Race: \_\_\_\_\_ Sex: \_\_\_\_\_ Hair: \_\_\_\_\_ Eyes: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_  
Date of Birth (mm/dd/yyyy): \_\_\_\_\_ Place of Birth: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ Issuing State: \_\_\_\_\_

**IF APPLYING AS A CORPORATION**

Check One Box:     For-Profit Corporation                       Non-Profit Corporation

(If a Non-Profit Corporation, please attach copies of both State and federal Tax Exemption Certificates)

Name of Corporation: Eagle 562  
Corporation Number: 201621010203  
Date and Place of Incorporation: 7/21/16 CALIF  
Location Headquarters: 1435 E Broadway Long Beach 90802  
Federal Tax ID Number: [REDACTED]  
Seller's Permit Number: 103-072932

Please attach certified copies of Articles of Incorporation and By-Laws, and all amendments thereto this application.

Name and Residence Address of Corporation Officers (members of the executive board):

Name	Title	Address	Telephone
<u>Michael Barber</u>	<u>CEO</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
_____	_____	_____	( ) _____
_____	_____	_____	( ) _____
_____	_____	_____	( ) _____

Numbers of shares issued by Corporation:                      160  
Number of share retained by Corporation:                      100

Name and addresses of shareholders, if ten (10) or less state also the number and type of shares:

Michael Barber [REDACTED]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of agent for service of process designated by Corporation with the Secretary of State of California:

Michael Barber 239 St Joseph Ave Long Beach Ca 90803



# GENERAL OPERATING CONDITIONS

Complete Each Question

## ALCOHOL/FOOD/ADDITIONAL BUSINESSES

1. Will liquor be sold or consumed on the premises?  YES  NO

a. If Yes, complete the following box:

Check one box to indicate License Type	Alcohol Beverage Control License No.	Premises Type: (Club (restaurant) or Commercial (store))
On sale beer <input type="checkbox"/>	_____	_____
On sale beer and wine <input type="checkbox"/>	_____	_____
On sale distilled spirits <input checked="" type="checkbox"/>	_____	<u>Club</u>

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

YES  NO

a. If yes, list types of food sold: \_\_\_\_\_

b. If no, list any products (such as snacks sold): \_\_\_\_\_

3. Are non-alcoholic beverages sold?  YES  NO

4. How many tables for seating? 8

5. Are other types of businesses conducted on the premises?  YES  NO

a. If yes, list type(s): \_\_\_\_\_

6. Are pool tables provided?  YES  NO

a. If yes, indicate number: yes (will be added)

7. Is there a license for the pool table?  YES  NO

a. If yes, license number: \_\_\_\_\_

8. Are amusement machine(s) and/or jukebox(es) provided?  YES  NO

a. If yes, indicate number and type: \_\_\_\_\_ Amusement Machines \_\_\_\_\_ Jukebox(es)

9. Is there a license for the amusement machine(s) and/or jukebox(es)?  YES  NO

a. If yes, decal number(s): (will be added later)

10. Owner of machine(s) and/or jukebox(es):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. ( ) \_\_\_\_\_

**GENERAL OPERATING CONDITIONS (continued)**

Complete Each Question

**SECURITY**

11. Will security officers be provided?  YES  NO  
a. If yes, number of security officers: 3
12. Is any other type of security provided?  YES  NO  
a. If yes, describe type of security: \_\_\_\_\_

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

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours of	4-2	4-2	4-2	4-2	4-2	12-2	12-2 am
Security	7-2	7-2	7-2	7-2	7-2	6-2	6-2

13. Will a private security firm be used?  YES  NO  
a. If yes, provide the following information of the contracted security firm:  
Name: \_\_\_\_\_ City Business License No.: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone No.: ( ) \_\_\_\_\_

**ADMISSION and/or MEMBERSHIP FEES CHARGED**

14. Will minors be allowed on the premises?  YES  NO
15. Will the premises be open to the general public?  YES  NO
16. Will an admission fee be charged?  YES  NO  
a. If yes, fee schedule: \_\_\_\_\_
17. Is there a private area for exclusive use of members and their guests only?  YES  NO  
a. If yes, types of membership fees: \_\_\_\_\_
18. Will guests of members pay an admission fee or other charges?  YES  NO  
a. If yes, describe the fee schedule and other charges: \_\_\_\_\_

**GENERAL OPERATING CONDITIONS (continued)**

Complete Each Question

**HOURS OF OPERATION**

Establishment hours of operation by day (fill out completely):

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open	4 pm	4	4	4	4	12 pm	12 pm
Close	2 am	2	2	2	2	2	2

**PROXIMITY OF BUSINESSES AND RESIDENCES**

19. Are there surrounding businesses?  YES  NO

a. What type? manufacturing, Strip Mall

20. Are there surrounding residences?  YES  NO

a. Approximately how close? \_\_\_\_\_

**PARKING FACILITIES AND ARRANGEMENTS**

21. Is parking available?  YES  NO

a. If no, what is the street address of the off-premises parking facility?

6544<sup>6570</sup> Cherry Ave Long Beach 90805

b. Describe the business arrangement made with owner of the parking facility if not part of business premises. (Please attach a copy of parking contract or deed restriction)

Lease of parking lot

c. Days and hours parking facility will be available:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
From	4	4	4	4	4	12	12
To	2	2	2	2	2	2	2

d. How many individual parking spaces (approximately)? 50

**END OF GENERAL OPERATING CONDITIONS SECTION – PLEASE CONTINUE TO NEXT SECTION**

## ENTERTAINMENT FACILITY AND ACTIVITY

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

Does the Proposed Activity have:

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

If yes, briefly describe the entertainment activity. \_\_\_\_\_

Describe entertainment by performers: Dancers (non patron)

Dance Floor?  Y  N Stage?  Y  N

If yes, provide dimensions and type of material of dance floor. L \_\_\_\_\_ X W \_\_\_\_\_ = \_\_\_\_\_ sq ft.

If yes, provide dimensions and type of material of stage. L \_\_\_\_\_ W \_\_\_\_\_ H \_\_\_\_\_

Describe floor material and surface type: \_\_\_\_\_

Schedule of entertainment. Please provide days of the week and time of day. If entertainment is not provided the same days and times every week, please provide a detailed schedule of specific dates and times of entertainment. Attach an additional sheet if necessary: **(Fill Out Completely)**

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Entertainment Type			DJ	DJ Dancer	DJ Dancer	DJ Dancer	Dancer D.J.
Start Time				9pm	9pm	5pm	5pm
End Time				2am	2am	2am	2am

RELEASE FORM


The undersigned, on behalf of (applicant) Eagle 542, hereby authorizes the City of Long Beach, by and through its appropriate officers, agents and employees to verify and confirm the information contained in this application, and to conduct such other investigations as may be reasonably required by the City of Long Beach, its officers, agents and employees for the purpose of determining the capability, fitness and capacity of:

(DBA) Eagle 542 to obtain the entertainment permit.

The applicant by signing this application consents service of any notice required or provided for by the laws, rules, regulations, or ordinances of the City of Long Beach upon the person at the address designated in this application as the business address, will constitute sufficient and legal notice. Any change in the person or the address listed in the application may be made only in writing to the Director of Financial Management.

The applicant consents and agrees full compliance will be made with all applicable State laws and City ordinances governing the conduct of the particular type of business activity for which a business license or permit is requested. **The applicant by signing this application understands any incomplete or false information may constitute grounds for denial.**

I swear under penalty of perjury I have read the forgoing application and all information and statements made by the undersigned/applicant regarding this applicant are true and correct.

 CEO 6/1/17  
(SIGNATURE OR AUTHORIZED AGENT) (TITLE) (DATE)

\_\_\_\_\_  
DRIVER'S LICENSE OR ID CARD NUMBER STATE

\_\_\_\_\_  
ACCEPTED BY (CITY STAFF) TITLE DATE

General Design Drawing for  
(06/25/16)

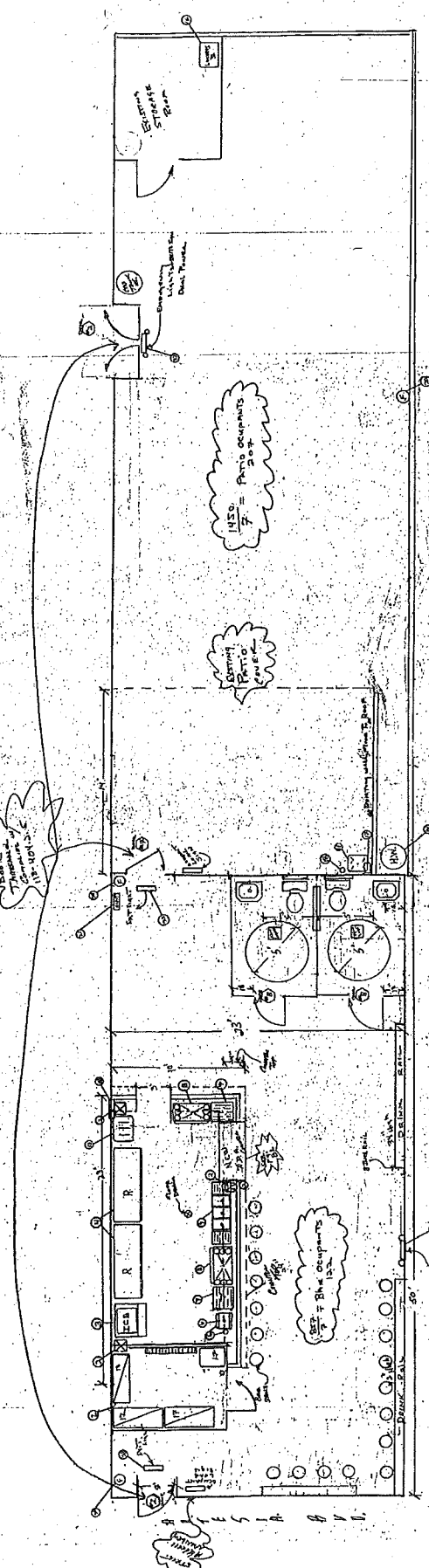
# EAGLE 562

2003 S Avenue Blvd.  
Long Beach, CA 90803

**PLAN NOTES**

1. All Electrical and Restroom Joints are sealed properly.
2. All electrical and plumbing are to be installed in accordance with the applicable codes.
3. All electrical and plumbing are to be installed in accordance with the applicable codes.
4. All electrical and plumbing are to be installed in accordance with the applicable codes.
5. All electrical and plumbing are to be installed in accordance with the applicable codes.
6. All electrical and plumbing are to be installed in accordance with the applicable codes.
7. All electrical and plumbing are to be installed in accordance with the applicable codes.
8. All electrical and plumbing are to be installed in accordance with the applicable codes.

#	EQUIPMENT	MODEL #	NSF	HW	CW	DK	FS	COMMENT
1	1/2" x 1/2" x 1/2" x 1/2"							
2	1/2" x 1/2" x 1/2" x 1/2"							
3	1/2" x 1/2" x 1/2" x 1/2"							
4	1/2" x 1/2" x 1/2" x 1/2"							
5	1/2" x 1/2" x 1/2" x 1/2"							
6	1/2" x 1/2" x 1/2" x 1/2"							
7	1/2" x 1/2" x 1/2" x 1/2"							
8	1/2" x 1/2" x 1/2" x 1/2"							
9	1/2" x 1/2" x 1/2" x 1/2"							
10	1/2" x 1/2" x 1/2" x 1/2"							
11	1/2" x 1/2" x 1/2" x 1/2"							
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39	1/2" x 1/2" x 1/2" x 1/2"							
40	1/2" x 1/2" x 1/2" x 1/2"							



**FIRE PLAN NOTES**

1. All fire alarm devices are to be installed in accordance with the applicable codes.
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4. All fire alarm devices are to be installed in accordance with the applicable codes.
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40. All fire alarm devices are to be installed in accordance with the applicable codes.

**REVISIONS**

NO.	DATE	DESCRIPTION
1	06/25/16	Initial Design
2	06/25/16	Revised Design
3	06/25/16	Final Design

ROOM/AREA	FLOOR	FINISH SCHEDULE	WALLS	CEILING	DOORS	WINDOWS	GLASS	GLASS TYPE	GLASS TREATMENT	GLASS COLOR	GLASS TYPE	GLASS TREATMENT	GLASS COLOR
Kitchen	1st Floor	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	
Dining Area	1st Floor	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	
Restroom	1st Floor	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2" x 1/2"	

H1



California Department of Alcoholic Beverage  
Control  
*License Query System Summary*  
*as of 5/31/2017*

**License Information**

**License Number:** 572764

**Primary Owner:** EAGLE 562 LLC

**ABC Office of Application:** 03 - LB/LAKEWOOD

**Business Name**

**Doing Business As:** EAGLE 562

**Business Address**

**Address:** 2020 E ARTESIA BLVD    **Census Tract:** 5705.02

**City:** LONG BEACH    **County:** LOS ANGELES

**State:** CA    **Zip Code:** 90805

**Licensee Information**

**Licensee:** EAGLE 562 LLC

***Company Information***

**MEMBER:** BARBER, MICHAEL DALE

**OFFICER:** BARBER, MICHAEL DALE (MANAGING MEMBER)

**License Types**

**1) License Type:** 77 - EVENT PERMIT

**License Type Status:** ACTIVE

**Status Date:** 18-NOV-2016    **Term:** 12 Month(s)

**Original Issue Date:** 18-NOV-2016    **Expiration Date:** 31-OCT-2017

**Master:** N    **Duplicate:** 1    **Fee Code:** P40

**License Type was Transferred On:** 18-NOV-2016    **FROM:** 48-502350

**2) License Type:** 58 - CATERER PERMIT

<b>License Type Status:</b> ACTIVE
<b>Status Date:</b> 18-NOV-2016 <b>Term:</b> 12 Month(s)
<b>Original Issue Date:</b> 18-NOV-2016 <b>Expiration Date:</b> 31-OCT-2017
<b>Master:</b> N <b>Duplicate:</b> 1 <b>Fee Code:</b> P40
<b>License Type was Transferred On:</b> 18-NOV-2016 <b>FROM:</b> <u>48-502350</u>
<b>3) License Type:</b> 48 - ON-SALE GENERAL PUBLIC PREMISES
<b>License Type Status:</b> ACTIVE
<b>Status Date:</b> 21-NOV-2016 <b>Term:</b> 12 Month(s)
<b>Original Issue Date:</b> 18-NOV-2016 <b>Expiration Date:</b> 31-OCT-2017
<b>Master:</b> Y <b>Duplicate:</b> 0 <b>Fee Code:</b> P40
<b>License Type was Transferred On:</b> 18-NOV-2016 <b>FROM:</b> <u>48-502350</u>
<b>Operating Restrictions</b>
<i>... No Operating Restrictions found ...</i>
<b>Current Disciplinary Action</b>
<i>... No Active Disciplinary Action found ...</i>
<b>Disciplinary History</b>
<i>... No Disciplinary History found ...</i>
<b>Hold Information</b>
<i>... No Active Holds found ...</i>
<b>Escrow</b>
<i>... No Escrow found ...</i>

--- End of Report ---

For a definition of codes, view our [glossary](#).



## Sales and Use Tax Permit Verification

Permit Number 103072932 is **Valid**

Owner Name:	EAGLE 562 LLC
Business Name:	EAGLE 562
Address:	2020 E ARTESIA BLVD LONG BEACH CA

Start Date:	05/01/2017
-------------	------------

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Verification is available to help you determine if a seller's permit account number included on your customer's resale certificate is currently valid. As a seller, you are responsible for ensuring the resale certificate is properly completed. Please refer to Regulation 1668, Resale Certificates

(<http://www.boe.ca.gov/lawguides/business/current/btlg/vol1/sutr/1668.html>) .

[Back to Query Page \(/boewebsservices/verification.jsp?action=SALES\)](#)

201621010203



Secretary of State  
Articles of Organization  
Limited Liability Company (LLC)

LLC-1

**IMPORTANT** — Read Instructions before completing this form.

Filing Fee - \$70.00

Copy Fees - First plain copy free; Additional copies: First page \$1.00 & .50 for each attachment page; Certification Fee - \$5.00

**Important!** LLCs may have to pay an annual minimum \$800 tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

FILED  
Secretary of State  
State of California

JUL 21 2016

This Space For Office Use Only

1. Limited Liability Company Name (See Instructions — Must contain an LLC ending such as LLC or L.L.C. "LLC" will be added, if not included.)

Eagle 562 LLC

2. Business Addresses

a. Street Address of Designated Office in California - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
1435 E. Broadway	Long Beach	CA	90802
b. Mailing Address of LLC, if different than Item 2a	City (no abbreviations)	State	Zip Code

3. Agent for Service of Process

Item 3a and 3b: If naming an individual, the agent must reside in California and Item 3a and 3b must be completed with the agent's name and complete California street address.  
Item 3c: If naming a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and Item 3c must be completed (leave Item 3a-3b blank).

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Michael		Barber	
b. Street Address (if agent is not a corporation) - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
1435 E. Broadway	Long Beach	CA	90802
c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 3a or 3b			

4. Management (Select only one box)

The LLC will be managed by:

One Manager

More than One Manager

All LLC Member(s)

5. Purpose Statement (Do not alter Purpose Statement)

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

6. The information contained herein, including in any attachments, is true and correct.

Organizer sign here

Michael Barber

Print your name here

## Operating Agreement of EAGLE 562 LLC

### Section 1 Definitions

#### Section 1.1 The LLC

Defined as EAGLE 562 LLC.

#### Section 1.2 LLC Units or Units

Defined as measures of ownership in the LLC. The capital structure of the LLC shall consist of Units all of the same class with equal rights for all purposes under this Operating Agreement.

#### Section 1.3 State Law

Defined as the laws and statutes of the State of California.

#### Section 1.4 Vote in interest of LLC Members

Defined as a vote of the LLC Members in which each LLC Member shall have one vote per LLC Unit possessed.

#### Section 1.5 Majority Vote in interest of LLC Members

Defined as a vote of the LLC Members in which each LLC Member shall have one vote per LLC Unit possessed and the number of affirmative votes for any resolution before the Members shall be more than 50% of the outstanding LLC Units.

#### Section 1.6 Supermajority Vote in interest of LLC Members

Defined as a vote of the LLC Members in which each LLC Member shall have one vote per LLC Unit possessed and the number of affirmative votes for any resolution before the Members shall be more than 66% of the outstanding LLC Units.

### Section 2 Preliminary Provisions

#### Section 2.1 Name

The formal name of this LLC is EAGLE 562 LLC. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

#### Section 2.2 Formation

This limited liability company (LLC) was formed by filing Articles of Organization with the California Secretary of State on 2016-07-21. The legal existence of this LLC commenced on the date of filing. A copy of the Articles of Organization has been placed in the LLC's records book.

### Section 2.3 Principal Place of Business

The principal place of business of the LLC shall be 1435 E. Broadway, Long Beach, CA, 90802 as determined by the Members. The LLC may have other such places of business, within or without the State of California as determined by the Members.

### Section 2.4 Management

The LLC will be managed exclusively by all of its Members. However, the LLC Members reserve the right to appoint Managers, who may also be Members, at a later date.

### Section 2.5 Effective Date

This Operating Agreement, effective upon the date of signing of this document, is adopted by the Members whose signatures appear at the end of this agreement.

### Section 2.6 Duration

The LLC shall exist indefinitely until such time as a proposal to dissolve the LLC is adopted by the Members or is otherwise terminated in accordance with state law.

### Section 2.7 Registered Agent for Service of Process

The registered agent of the LLC shall be determined by the Members who shall also possess the power to remove or replace a currently serving LLC registered agent.

### Section 2.8 Purpose of the LLC

The purpose of the LLC is to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of California.

## Section 3 Membership Provisions

### Section 3.1 Admission of New Members

Except as otherwise provided in the section of this Agreement relating to the transfer of LLC Units, new Members may be admitted to the LLC only by a unanimous vote of LLC Members.

### Section 3.2 Nonliability of Members

No Member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

### Section 3.3 Indemnification

The LLC shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the LLC) by reason of the fact that he is or was a Member of the LLC, Manager, employee or agent of the LLC, or is or was serving at the request of the LLC, for instance expenses (including attorney's fees), judgements, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interested of the LLC, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgement, order, settlement, conviction, or upon a pleas of "no lo

Contendere" not act in good faith in a manner which he reasonably believed to be in the best interest of the LLC, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

#### **Section 3.4 Reimbursement for Organizational Costs**

Members shall be reimbursed by the LLC for organizational expenses paid by the Members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by law and as may be advised by the LLC's tax advisor.

#### **Section 3.5 Access to Books and Records of LLC**

Each LLC Member shall have the right to inspect the books and records of the LLC during normal business hours after the giving of reasonable notice of this intent to the LLC custodian of said documents and information; however, each Member gaining access to the books and records of the LLC shall hold this information confidential and only use LLC information for the furtherance of LLC business and interests or for making investment decisions regarding the Member's LLC interest. Copying of the LLC's records by Members is allowed. Upon withdrawal or departure as a Member of the LLC, a Member shall deliver all LLC books and records in his or her possession to the remaining LLC Members or Managers.

#### **Section 3.6 Power to Bind the LLC**

No LLC Member or group of Members acting in their individual capacity—separate and apart from action as LLC Members pursuant to this Operating Agreement—shall have any authority to bind the LLC to any third party with respect to any matter.

#### **Section 3.7 Members Who Are Not Individuals**

~~Each Member who is an artificial entity or otherwise not an individual hereby represents and warrants to the LLC and each Member that such Member is:~~ a.) duly incorporated or formed (as the case may be); b.) validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation; c.) has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

#### **Section 3.8 Membership Voting Procedures**

Each LLC Member shall be entitled to vote upon all matters for which LLC Members have the right to vote. All LLC Member votes shall be tallied by interest under which each Member shall be entitled to one vote for each LLC Unit possessed. Each vote per LLC Unit shall carry the same weight and have the same value, for voting purposes, as every other LLC Unit. Should state law create statutory situations where LLC Member votes are to be taken on a one vote per Member basis, votes per Member (as opposed to per LLC Unit interest) shall be limited to those specific circumstances under which state law requires such a vote. Unless another percentage is given elsewhere in this Operating Agreement or by state law, all LLC Member votes on any matter shall require an affirmative Majority Vote in interest by LLC Members. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members with the percentage of votes (per LLC Units) sufficient to approve the action, pursuant to the terms of this Agreement, resolve thereto in writing and a copy placed and kept in the records book of the LLC. In no instance where action is authorized by written resolution shall it be required that a meeting of Members be called or notice be given; however, upon passage, a copy of the action taken by written resolution of the Members shall be sent promptly to all LLC Members.

### Section 3.9 Member Meetings

Meetings of Members may be called by any LLC Member, or Members, collectively holding 25% or more of the outstanding LLC Units upon seven (7) days written notice to the other LLC Members. Notice of a meeting called for hereunder may be made by standard U.S. mail, electronic mail, or facsimile transmission and shall contain the time, place and purpose of such meeting. A quorum for any action to be taken at a meeting of LLC Members shall be LLC Members present (in person, via telephone, or by written proxy) holding more than 50% of the LLC Units. If a quorum is not present, the meeting shall be postponed and a new date and time announced per the method outlined in this section. Any Member may, through a written medium, waive the right to receive prior notice of a meeting of the Members as described herein. Written minutes of the discussions and proposals presented at a Members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the Members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

### Section 3.10 Withdrawal of Member

Members shall have the unilateral right to resign or withdraw at any time from the LLC by giving written notice to all other Members at least thirty (30) days before the date the withdrawal is to be effective. In event of such withdrawal, in exchange for the departing Member's LLC Units, the LLC shall pay the departing Member the value of his or her capital account, less any amounts owed by the Member to the LLC, within a reasonable time after the Member's departure from the LLC. A withdrawing Member shall retain the right to vote as an LLC Member up until the effective date of his or her withdrawal, at which time, the withdrawing Member's LLC Units shall be considered transferred back to the LLC and the person who has withdrawn shall no longer be considered a Member of the LLC. Upon withdrawal, the withdrawing Member shall have no continuing obligations to the LLC other than pursuant to state law, this Agreement or other applicable laws or such obligations as expressly assumed by such Members.

### Section 3.11 Death of Member

Upon the death of a Member, the estate of the deceased Member shall receive, in exchange for his or her LLC Units, the fair market value of the deceased Member's LLC Units as agreed upon between a Majority Vote in interest of the remaining Members and the estate of the deceased Member. The agreed upon amount shall be paid within a reasonable time with no interest being due. Upon death, the estate of the deceased Member shall have no continuing obligations to the LLC other than pursuant to state law, this Agreement or other applicable laws or such obligations as expressly assumed by said Member.

### Section 3.12 Removal of Member

A Member may be involuntarily removed from the LLC only under the following circumstances: a.) the Member is required to provide services to the LLC and said Member is not substantially performing the promised services; b.) the Member has defaulted upon its obligations under this Agreement to make capital contributions to the LLC. In the case of a removal for failure to perform required services, 60 days prior to any vote to remove, the other LLC Members shall cause a notice to be issued to the Member in question stating that they shall bring to a vote of the LLC Members a motion to remove said Member for unsatisfactory performance of required services and detail specific instances or tasks that were allegedly not satisfactorily performed. The other LLC Members shall then give the

Member in question a good faith opportunity to cure the deficiencies in performance of services prior to the vote of removal. The period of this good faith opportunity to cure need not extend beyond 60 days. If the Member in question completes a cure within 60 days of receiving the aforementioned notice, then the motion pending before the LLC Members for removal shall be withdrawn. In the case of a removal for failure to make required capital contributions, 30 days prior to any vote to remove, the other LLC Members shall cause a notice to be issued to the Member in question stating that they shall bring to a vote of the LLC Members a motion to remove said Member within 30 days for non-payment of required capital contributions. The member in question shall then have 30 days within which to cure the default which shall consist of making all required capital contributions plus any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent Member, as the remaining Members may decide. If the Member in question completes this cure within 30 days of receiving the aforementioned notice, then the motion pending before the LLC Members for removal shall be withdrawn and the Member in question shall, henceforth, be considered in good standing. If, after complying with the above notice and cure provisions, an affirmative vote of Supermajority Vote in interest of LLC Members (including the Member in question) is made to remove the Member in question, then, as of that moment, this person shall no longer be entitled to exercise any rights, powers or privileges of a Member and his or her LLC Units shall be considered redeemed by the LLC. The removed Member shall receive in exchange for his or her LLC Units 100% of the removed Member's capital account.

#### Section 3.13 Membership Certificates

The LLC shall be authorized to obtain and issue certificates representing or certifying Membership LLC Units for this LLC. Each certificate shall show the name of the LLC and the name of the Member, and shall state that the person named is a Member of the LLC and is entitled to all the rights granted Members of the LLC under the Articles of Organization, this Operating Agreement, and provisions of law. Each membership certificate shall be consecutively numbered and signed by each of the current Members of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the Members on membership certificates. All membership certificates shall also bear a prominent legend on their face or reverse side stating or summarizing any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, this Operating Agreement, and the address where the Member may obtain a copy of these restrictions upon request from this LLC.

#### Section 4 Tax and Financial Provisions

##### Section 4.1 Tax Classification of LLC

The Members of this LLC intend that this LLC be initially classified as a sole proprietorship for federal and, if applicable, state income tax purposes. It is understood that all Members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, Internal Revenue Service Form 8832, Entity Classification Election, or Internal Revenue Service Form 2553, Election by a Small Business Corporation, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

##### Section 4.2 Tax Year and Accounting Method

The tax year of this LLC shall end on the last day of the month of December. The LLC shall

use the cash method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all Members if the LLC qualifies for such a change, and may be effected by the filing of appropriate forms with the IRS and state tax offices.

#### **Section 4.3 Tax Matters Partner**

Michael Barber is hereby designated as the LLC's Tax Matters Partner under Section 6231(a)(7) of the Internal Revenue Code and corresponding regulations, and will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the Members on the progress and outcome of these dealings.

#### **Section 4.4 Title to Assets**

No real or other property of the LLC shall be deemed to be owned by any Member individually, but shall be owned by and title shall be vested solely in the LLC. Any Member seeking to transfer any real property to the LLC shall obtain legal advice with respect to property tax and community property issues and submit in writing, along with a spouses signature if applicable, the Member's acknowledgement of said issues, and a copy placed and kept in the records of the LLC.

#### **Section 4.5 Bank Accounts**

The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more parties of the LLC shall be designated with the consent of all Members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be co-mingled with the personal funds of any Members of the LLC.

#### **Section 4.6 Business Transactions of a Member with the LLC**

A Member may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with, the LLC and, subject to applicable law, shall have the same rights and obligations with respect to any such matter as a person who is not a Member.

#### **Section 4.7 Annual Income Tax Returns and Reports**

Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each Member of the LLC, together with a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

### **Section 5 Capital Provisions**

#### **Section 5.1 Capital Structure**

The capital structure of the LLC shall consist of one class of LLC Units each having equal rights under all provisions of this Operating Agreement.

#### **Section 5.2 LLC Units**

One thousand (1000) LLC Units shall be issued to the Members, as set forth in Attachment 1



hereof, as part of the initial funding of the LLC; however, additional LLC Units may be issued pursuant to a Supermajority Vote in interest of LLC Members.

#### **Section 5.3 Transfer of LLC Units**

No Member shall have the right to sell, convey, assign, transfer, pledge, grant a security interest in or otherwise dispose of all or any part of its LLC Units other than as follows: the assignment, pledge or security interest shall not entitle the assignee, pledgee or security interest holder to participate in the management and affairs of the LLC, to become a Member, nor to vote the Member's LLC Units and such assignee, pledgee or security interest holder is only entitled to receive the distributions the Member would otherwise be entitled to absent the assignment, pledge, or security interest. Members may freely sell, convey or otherwise transfer their LLC Units to another Member without prior approval of the LLC Members. Subject to other provisions in this Agreement, no Member shall be entitled to sell, convey or otherwise transfer its LLC Units to a non-LLC Member without a prior affirmative Supermajority Vote in interest of LLC Members. Prior to the vote of LLC Members upon a proposed sale, the Member seeking authorization of the sale or transfer of its LLC Units shall provide all other LLC Members with written documents detailing the exact terms of the proposed sale. Creditors of a Member cannot vote a Member's LLC Units nor in any way assume ownership or management rights of a Member in the LLC. At most, a creditor of a Member is entitled to seek a court order attaching distributions made by the LLC on account of the Member's LLC membership interest. A spouse or former spouse of a Member stands in the same position as a creditor of a Member under this agreement.

#### **Section 5.4 Capital Contributions**

Each Member shall contribute, as an initial capital contribution to the LLC, the amounts set forth in Attachment 1. The Members shall complete their initial capital contributions to the LLC within 20 days of the date of this Agreement unless another date is agreed upon in writing by all the LLC Members. If a Member fails to make a required capital contribution within the time frame set forth in this paragraph, the remaining Members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying Member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent Member, as the remaining Members decide. Alternatively, see the Removal of Member provisions in this Agreement. The delinquent Member shall indemnify all other Members of the LLC for any losses or expenses that are caused by the failure to make the initial capital contribution as set forth herein.

#### **Section 5.5 Additional Capital Contributions**

The Members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the Members, on or by a mutually agreeable date.

#### **Section 5.6 Withdrawal of Capital Contributions**

Except upon the dissolution or liquidation of the LLC as set forth in this Agreement or the unanimous vote of all Members, no Member shall have the right to withdraw its capital contributions in whole or in part.

#### **Section 5.7 Interest on Capital Contributions**

No interest shall be paid on funds or property contributed as a capital to this LLC, or on funds reflected in the capital accounts of the Members.

### **Section 5.8 Capital Account Maintenance**

A capital account shall be setup and maintained in the records of the LLC for each Member. It shall reflect each Member's capital contribution to the LLC, increased by each Member's share of profits in the LLC, decreased by each Member's share of losses and expenses of the LLC, and adjusted as required in accordance with the applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

### **Section 5.9 Raising Additional Capital**

Additional capital may be raised by the LLC through sale of new LLC Units pursuant to an affirmative Supermajority Vote in interest of LLC Members. Any Member resolution authorizing the raising of additional capital through the sale of LLC Units shall state, in reasonable detail, the purposes and uses of such additional capital and the amounts of additional capital required and a copy placed and kept in the records book of the LLC.

## **Section 6 Allocations and Distributions Provisions**

### **Section 6.1 Allocations of Profits and Losses**

The profits, losses and all items of its income, gain, loss, deduction and credit of the LLC shall be allocated among the Members ratably in proportion to each Member's LLC Unit Percentage.

### **Section 6.2 Distributions**

The LLC, by a unanimous vote of the Members, may make distributions to the Members from time to time in amounts it deems appropriate; however, no distribution shall be declared or made if, after giving it effect, the LLC would not be able to pay its debts as they become due in the usual course of business or the LLC's total assets would be less than the sum of its total liabilities.

## **Section 7 General Provisions**

### **Section 7.1 Dissolution of LLC**

The LLC shall only be dissolved upon a Supermajority Vote in interest of Members to dissolve the LLC, or otherwise in accordance with state law. If such an event should occur, the LLC shall then be liquidated and its affairs shall be concluded by (or at the direction of) the LLC Members. All proceeds from the liquidation shall be distributed in accordance with state law, and all LLC Units shall, thereafter, be canceled. Distributions to the Members shall be made in accordance, and proportion, with the Member's relative capital account balances. Final distributions to Members shall not be made until all liabilities have been satisfied and any contingent claims against the LLC have been resolved. Upon the completion of the liquidation and distribution of the LLC's assets, the LLC shall be terminated and a certificate of cancellation shall be filed in accordance with state law.

### **Section 7.2 Officers**

The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be Members of the LLC. Any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out

the duties of his or her office.

#### **Section 7.3 Mediation and Arbitration of Disputes Among Members**

In any dispute over the provisions of this Operating Agreement and in other disputes among the Members, if the Members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. ~~If good-faith mediation of a dispute proves impossible.~~ or if an agreed-upon mediation outcome cannot be obtained by the Members who are parties to the dispute, the dispute may be submitted to arbitration. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expense of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration and legal judgement may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

#### **Section 7.4 Severability**

If any provision of this Agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.



**Section 9 Signatures**

**Section 9.1 Execution of Agreement**

In witness whereof, the Members of this LLC on the date of execution of this Agreement, sign and adopt this Agreement as the Operating Agreement of this LLC and agree to abide by its terms.

Date: 8/17/16

Signature: 

Michael Barber; Chief Executive Officer



11/8/2017 14:42

**INFORMATION - LICENSE # BS21703634**

*License Type* BS  
*Application Type* Secondary Business License  
*Description*  
*Primary Applicant*  
*Primary Applicant Last Name* EAGLE 562 LLC  
*Address* 2020 E ARTESIA BLVD LONG BEACH CA 90805  
*Location*

License is Pending.  
 Current milestone is Council Approval.  
 Current unpaid amount of \$0.00.  
 Account: BS21703634

**License Description**

**Status Dates**

*Processed Date* 6/1/2017 12:56  
*by* Cory Kyle  
*Start Date* 5/26/2017 00:00  
*by* Cory Kyle  
*Inactive Date*  
*by*  
*Last Renewal*  
*by*  
*Next Renewal*  
*Expires*  
*Grace Exp*  
*End Date*

**License Description**

*Property Type* COM  
*License Category* 300507  
*Business Name* EAGLE 562 LLC  
*DBA Name* EAGLE 562  
 Detailed Description of Business Activities  
 ENTERTAINMENT LICENSE  
*Application Reason* NEWLICENSE  
*Description* Entertainment With Dancing (Alcohol)

**License Details**  
 (Tab Not Loaded)

**Endorsements**  
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**Reviews**

Record Results

**Reviews**

Review #	Review Type	#	Add Date	Result	Result By	Started	Started By	Completed	Completed By	Due Date	Assigned To	Review Description
40295	BUSLIC	1	6/1/2017	APPROVED	EMARMST			11/3/2017 16:21	EMARMST	8/25/2017	EMARMST	Business License
40296	BUILDING	1	6/1/2017	APPROVED	TAVU			11/2/2017 13:53	TAVU	7/14/2017	CEPIZ	Building Dept Review

40297	FIRE	1	6/1/2017	INSPECT	SYSTEM	6/1/2017 13:05		8/25/2017	dazinne	Fire Dept Review
40298	HEALTH	1	6/1/2017	INSPECT	SYSTEM	6/1/2017 13:05		8/25/2017	CALOWE	Health Dept Review
40299	POLICE	1	6/1/2017	APPRWCOND	SYSTEM	8/14/2017 11:47	JEARZOL	8/25/2017	JEARZOL	Police Dept Review
40300	PLANNING	1	6/1/2017	APPROVED	JORAMIR	10/16/2017 10:44	JORAMIR	7/14/2017	CATAI	Planning Dept Review
45470	COUNCIL	1	11/3/2017						BRYAKUS	Council
45471	HEARINGPRE	1	11/3/2017						EMARMST	Hearing Prep

**Inspections**

Record Results

**Inspections**

Add Date	Inspection #	Inspection Type	Inspection Description	#	Result	Resulted By	Assigned To	Call	Due Date	Time Preference	Inspected By	Started
11/2/2017	61055	FIRE	Fire	1	APPROVED	dazinne	VIOLEA		2/1/2018	00:00		
11/2/2017	61056	HEALTH	Health	1	NR	MIYAMAD	MIYAMAD		2/1/2018	00:00		

**Periodic Inspection Schedules**

(No Data)

**Conditions**

(Tab Not Loaded)

**Fees**

(Tab Not Loaded)

**Applicants**

(Tab Not Loaded)



**Date:** August 11, 2017  
**To:** Sandy Palmer, Acting-Bureau Manager, Business Services Bureau  
**From:** Robert G. Luna, Chief of Police *R. Luna*  
**Subject:** **APPLICATION FOR AN ENTERTAINMENT WITH DANCING PERMIT AT  
EAGLE 562 – 2020 EAST ARTESIA BOULEVARD**

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In response to your request for a recommendation regarding the above-named permit application for Entertainment with Dancing, the Police Department recommends approval of an Entertainment with Dancing Permit, subject to the following conditions:

Eagle 562 is a bar located on the south side of Artesia Boulevard, between Paramount Boulevard and Cherry Avenue, in the City of Long Beach. Eagle 562 LLC, dba Eagle 562, has been operating since May 26, 2017. The business is owned and operated by Michael Barber, who currently holds Type 48 (On-Sale General-Public Premises), Type 58 (Caterer's Permit) and Type 77 (Event Permit) Alcoholic Beverage Control licenses.

On September 8, 2010, the City Council approved a Type 48 (On Sale General-Public Premises) Alcoholic Beverage Control license. On June 1, 2017, Eagle 562 LLC applied for an Entertainment with Dancing Permit, to include outdoor entertainment, dancing by performers, amplified music (live), amplified music (recorded), a disc jockey and karaoke.

Based upon the crime analysis, Vice Detail's investigation and the North Division Patrol Commander's recommendation, the Long Beach Police Department has determined the public's peace, safety and welfare would not be adversely impacted by the issuance of this permit, provided the appropriate conditions are imposed and observed by the applicant. The Police Department recommends approval of an Entertainment with Dancing Permit.

**STANDARD CONDITIONS OF OPERATION**

- 1) The operation of the establishment shall be limited to those activities and elements expressly indicated on the permit application and approved by the City Council. Any change in the operation, which exceeds the conditions of the approved permit, will require that a new permit application be submitted to the City Council for its review and approval.
- 2) Unless separately applied for, reviewed and approved, no adult entertainment, as defined by Long Beach Municipal Code (LBMC) Section 5.72.115(B) shall be conducted on the permitted premises.



CONDITIONS OF OPERATION  
APPLICATION FOR ENTERTAINMENT WITH DANCING  
EAGLE 562, LLC., DBA EAGLE 562  
2020 EAST ARTESIA BLVD.  
Page 2

- 3) The establishment shall remain in compliance with all sections of the Long Beach Noise Ordinance (LBMC Chapter 8.80).
- 4) Due to the proximity of neighboring businesses and residences, all door(s) and windows shall be kept closed at all times during any entertainment, except in cases of emergency and to permit deliveries. Said door(s) is not to consist solely of a screen or ventilated security door. In addition, the business shall incorporate soundproofing material on the perimeter of the outdoor patio during any entertainment to mitigate noise impacts to the surrounding businesses and residences. **Sound shall not be audible beyond fifty feet (50') from the exterior of the premises in any direction.**
- 5) The permittee shall not allow employees to discard trash or beer bottles into the outside dumpster between the hours of 10:00 P.M. and 7:00 A.M.
- 6) Deliveries to and from the premises shall be limited to the hours of 8:00 A.M. to 10:00 P.M.
- 7) The permittee shall provide a minimum of one (1) uniformed security guard during all times that the entertainment activities are being conducted for crowds up to fifty (50) people. For crowds over fifty (50) people, the permittee shall provide a minimum of one (1) additional uniformed security guard per fifty (50) people. The attire of each security guard shall clearly indicate the guard's affiliation with the establishment by means of a pin, shirt, or other visible form of identification. Security guards must be identifiable as "Eagle 562" employees. Should the permittee's operations give rise to a substantial increase in complaint/calls for police service, or trash left in the parking lot, the permittee shall increase security staff, implement the use of electronic metal detection equipment, increase outside lighting, or make other changes to the premises or operation as the Chief of Police determines are necessary to protect the safety of the public.
- 8) The permittee shall take reasonable measures to prohibit and prevent the loitering of persons immediately outside any of the entrance/exit doors and the parking lot, at all times while open for business. The permittee is required to monitor the outside patio area for any nuisance activity that could disturb the surrounding neighbors. This shall be done by utilizing security guards or employees in addition to signage indicating words to the effect of, "Please respect our neighbors" or something similar.

CONDITIONS OF OPERATION  
APPLICATION FOR ENTERTAINMENT WITH DANCING  
EAGLE 562, LLC., DBA EAGLE 562  
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- 9) At the conclusion of each event, the permittee shall take reasonable measures to ensure that exiting patrons walk directly to their vehicles, and not loiter in the front of the establishment, the parking lot or the immediate area. The permittee shall be responsible for maintaining free of litter the premises and the area adjacent to the licensed premises over which it has control.
- 10) The permittee agrees to reimburse the City for all costs associated with excessive police services, as determined by the Chief of Police, required as the result of any incident or nuisance arising out of or in connection with the permittee's operations.
- 11) Current occupancy loads shall be posted at all times, and the permittee shall have an effective system to keep count of the number of occupants present at any given time and provide that information to public safety personnel upon request. (LBMC section 18.48.320).
- 12) Any graffiti painted or marked upon the premises, or on any adjacent area under the control of the licensee, shall be removed or painted over within 24 hours of being applied.
- 13) The business, or agents, shall not distribute any advertising matter such as signs, posters, or promotional cards, in or upon any public property, or in or on any vehicle in any such place in the City. Distribution of any advertising matter upon private property shall adhere to the following guidelines: By placing the same matter in a receptacle, clip, or other device designed or intended to receive advertising matter. The permittee shall keep all promoter contracts, including names, addresses, and phone numbers, on file at all times, and be available for inspection at any time.
- 14) All independent contractors and promoters must have, or obtain, a City of Long Beach business license prior to conducting entertainment activities governed by this permit. The permittee shall be responsible for all entertainment activities at the location, including those conducted by promoters or independent contractors.
- 15) The permittee must provide all promoters or independent contractors hired to conduct entertainment activities with a copy of the approved permit, which shall include a copy of the approved conditions of operation.

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- 16) The permittee shall install and maintain a video surveillance system that monitors no less than the front and rear of the business with full view of the public right-of ways and any parking lot under the control of the permittee. The video system must be capable of delineating on playback the activity and physical features of person and areas within the premises. Recordings shall be retained for a minimum of 30 days and be accessible via the Internet by the Long Beach Police Department. A Public Internet Protocol (IP) address and user name/password is also required to allow the Long Beach Police Department to view live and recorded video from these cameras over the internet. All video security cameras shall be installed to the satisfaction of the Chief of Police, Director of Technology Services, and Director of Development Services. At the discretion of the Chief of Police, the permittee may be required to add additional video cameras.
- 17) The permittee shall ensure that all employees attend an alcohol awareness class such as TIPS or LEAD, within the first 90 days of employment. The permittee shall keep employee's proof of completion on file, and be available for inspection at any time.
- 18) The permittee shall maintain full compliance with all applicable laws, ABC laws, ordinances, and stated conditions. In the event of a conflict with the requirements of this permit, your conditional use permit, or your Alcoholic Beverage Control license, the more stringent regulation shall apply.

II. ADDITIONAL CONDITIONS OF OPERATION

- 1) Tiered Conditions. "Tiered Conditions" as set forth below consist of progressively more stringent regulations on entertainment and related activities. By applying for this entertainment permit, the applicant has agreed to the conditions set forth below and has agreed to waive a hearing if these conditions are applied. The City Council may add further conditions not listed here, or revoke the permit, if Permittee does not comply with the conditions imposed in this permit. These conditions do not modify or limit in any way the authority of the Chief of Police to enforce Penal Code Section 415 (disturbing the peace) against any person, or of the Chief of Police or the Fire Marshal to immediately take action in the event of an imminent threat to public health or safety.
  - a. Tier 1: Entertainment activities indicated on Page 9 of your entertainment application shall be restricted to 5:00 PM to 2:00 AM Seven (7) days a week.

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- b. Tier 2: Following the receipt of three (3) or more noise complaints that require a response by the Police Department within a 30-day period and which are found to violate the noise standard prohibiting unreasonably loud sound fifty feet (50') from the perimeter of the premises, Permittee will be notified that his or her premises must comply with those Tier 2 Noise Conditions which the City determines are necessary to protect the public peace and to comply with the City's noise ordinance by reducing the hours of outdoor entertainment to 5:00 PM to 12:00 AM Seven (7) days a week in addition to any additional measures deemed necessary by the Chief of Police or the Fire Marshal to protect health and safety.
  - c. Tier 3: If operating under Tier 2 Noise Conditions and following the receipt of three (3) or additional noise complaints that require a response by the Police Department within a 30-day period and which are found to violate the noise standard prohibiting unreasonably loud sound fifty feet (50') from the perimeter of the premises, Permittee will be notified that his or her premises must comply with those Tier 3 Noise Conditions which the City determines are necessary to protect the public peace and to comply with the City's noise ordinance by reducing the hours of outdoor entertainment to 5:00 PM to 10:00 PM Seven (7) days a week in addition to any additional measures deemed necessary by the Chief of Police or the Fire Marshal to protect health and safety.
  - d. Upon the request of a Permittee who has been required to implement Tier 2 or Tier 3 conditions, the Chief of Police, in consultation with the Fire Marshal and the Health Department, shall review Permittee's recent compliance history and determine whether some or all conditions can be returned to Tier 1 or Tier 2 levels consistent with the protection of public health and safety.
- 2) No owner, operator or manager shall permit any person under the age of 21 years within the premises at any time. An identification card scanner shall be used for all patrons entering the establishment after 10:00 PM, for the sole purposes of verifying patron age and/or authenticity of a patron's driver's license or identification card.
  - 3) There shall be no "queue" allowed after 11:00 PM. "Queue" is defined as persons awaiting entry after the business is at capacity.
  - 4) Internal lighting shall be sufficient to make easily discernible the appearance and conduct of all persons and patrons inside the business.
  - 5) Alcoholic beverages shall not be consumed on any property adjacent to the premises.

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

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