

Allison Aube

From: Lorraine Islas
Sent: Thursday, March 22, 2012 12:25 PM
To: Wendy Saunders
Subject: Dignity's Alcove
Attachments: Bennitt ltr. - 133 S. California ; ATT00001.doc

Wendy,

I just got a call from Harold Butts asking to come in and meet with us next week. This is the first I've heard from him since December 15th.

Would you like me to finalize the letter to Kit Bennit on Tuesday and have Mike Locke review it before it goes out and cc Harold? The rough draft that I had done, but not gotten back to, is attached.

Thanks.

Lorre

Allison Aube

From: Lorraine_Islas
Sent: Thursday, March 22, 2012 12:25 PM
Subject: Bennitt ltr. - 133 S. California

March , 2012

Mr. Christopher Bennitt
P.O. Box 8346
Stockton, CA 95208

133 SOUTH CALIFORNIA STREET

Due to the lack of response to the City's request for information regarding the rehabilitation of the property at 133 South California Street, we are deobligating the \$350,000 of Community Development Block Grant (CDBG) funds that the City Council tentatively approved for the project.

On October 18, 2011 the Council allocated funds to the project contingent upon specific information regarding project costs and the need for the CDBG funds being brought back to them. Staff met with you on October 31, 2011 and discussed the information that was needed before staff could take the proposed loan back to the City Council for their consideration. A follow-up e-mail was sent on November 7, 2011 providing additional clarification. While some information has been provided since that meeting by the tenants, Mr. and Mrs. Harold Butts, to-date none of the information that we requested from you has been received.

The demand for CDBG funds in our community is great. We therefore cannot continue to hold such a large amount aside for the rehabilitation of your property.

We understand that Mr. and Mrs. Butts have been able to open their Veteran's housing program. We wish them the best of luck for their continued success.

WENDY S. SAUNDERS, DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

LORRE ISLAS
PROGRAM MANAGER III

WSS/LI:

cc: Mr. and Mrs. Harold Butts

::ODMA\GRPWISE\COS.HRD.HRD_Library:108663.1

Allison Aube

From: Lorraine Islas
Sent: Wednesday, March 28, 2012 11:00 AM
To: Susan Eggman
Subject: Dignity's Alcove

Councilmember Eggman,

I called Mr. Bower yesterday and explained that City's position regarding the proposed loan for Dignity's Alcove. I explained that we have not received any of the information that we requested last October and November from Kit Bennitt, the property owner, so therefore we were not able to move anything forward.

He said he will talk to Congressman McNerney about the issue. He also asked if we could schedule a meeting with the property owner, the Butts' and himself. I told him I will talk to Mike Locke about it and give him a call back as soon as I can.

I'm trying to get some time to talk with Mike today or tomorrow. I'll let you know the result of that conversation.

If there is anything else you would like done, just let me know.

Lorre Islas, Program Manager
City of Stockton Economic Development Dept.
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Telephone: (209) 937-8075

Allison Aube

From: Lorraine Islas
Sent: Thursday, May 3, 2012 1:49 PM
To: John Freitas
Subject: 133 S. California Street

John,

We are having a meeting with Kit Bennitt and Harold and Mary Butts next week. I was checking to see if you would like to be included in the meeting? We're primarily going to be addressing their request for a loan, but if you have any outstanding issues that you would like to talk to them about, we can address those as well.

Thanks.

Lorre

Allison Aube

From: Lorraine Islas
Sent: Tuesday, July 10, 2012 8:13 AM
To: John Freitas; Mike Locke; Michael Islas; Wendy Saunders; Jeffery Hunt; bobleonard@bob-leonard.com; sjcdavaj15@comcast.net; Harold Butts; Christopher Bennitt
Cc: Susan Will
Subject: Dignity's Alcove Update

We wanted to provide an update on the progress that is being made to move the Dignity's Alcove project forward.

As requested at the May 14, 2012 meeting, a project budget and a performance schedule were submitted to the Economic Development Department. Plans have also been submitted to the Building Division, who are now in the process of reviewing them to determine if they are complete.

Once the Building Division has determined that the plans are complete, the Economic Development Department will schedule the proposed loan for consideration by the City Council. In anticipation of this occurring, the staff report and the loan documents are being prepared. The loan documents are being prepared based on the terms discussed at the May 14, 2012 meeting which are:

1. The funds will be provided as a ten-year forgivable loan;
2. No payments will be made until all code violations are cleared;
3. All work will be completed by a licenced contractor;
4. Payments will be made based on an approved Schedule of Payments and inspection of work completed and review of invoices;
5. A 15% retention will be held from all payments and the retention won't be released until all building permits are finalized.

We appreciate how hard everyone is working to get this project completed. If you have any questions, please feel free to contact me.

Lorre Islas, Program Manager
City of Stockton Economic Development Dept.
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Telephone: (209) 937-8075

Allison Aube

From: Lorraine Islas
Sent: Monday, July 30, 2012 5:09 PM
To: Jeffery Hunt
Subject: 133 S. California Street - Dignity's Alcove

Jeff,

We're working on a Council staff report for a loan to Kit Bennitt for the property at 133 S. California Street (Dignity's Alcove).

We have a statement in the staff report that says "Despite improvements to the building, further work is needed to complete the project. In addition, the City has issued several code violation notices regarding building deficiencies that must be addressed." We wanted to check and see if there are still code violations remaining, or have they all been corrected? And if we wanted to say something about what types of code violations the property owner has been cited for, what would be the best? Allowing people to live in building without an occupancy permit, not obtaining necessary building permits, not finalizing the building permits that were obtained?

Thanks for your help.

Lorre

Allison Aube

From: Lorraine Islas
Sent: Tuesday, July 31, 2012 1:41 PM
To: Jeffery Hunt
Subject: Re: 133 S. California Street - Dignity's Alcove

Thanks Jeff. This will be a big help.

Lorre

>>> Jeffery Hunt 7/31/2012 1:38 PM >>>

Afternoon Lorre,

Currently, there is only a single permit for the instillation of an elevator and emergency stairs. The previous permits issued were to make safe the occupied approved units.

The owner still does not have a permit for the proper separating of the sleeping units upstairs from the office space below, to meet fire separation. Final inspection and approval of all remaining sleeping quarters

They have a operating commercial kitchen, downstairs that has no permits and approved kitchen equipment installations.

Plans have not been submitted for the main electrical update, that is mandatory for P.G.& E. to start their process for the total revamp of the electrical supply system for the entire property. This is necessary to have done and completed; for even if they get the elevator, kitchen and office work installed and approved, the antiquated main electrical supply will not meet demand. Once they submit to P.G. & E. it will take at least 6 months for it to go thru P.G. & E.'s process, before P.G. & E. can even start putting in the new system.

We have been give direction by Community Development, to allow latitude for the process to proceed. Safety precautions have been required and met per Community Developments directions, for the building to be open. We currently are waiting for further directions from Community Development, before proceeding further.

Thank you

Jeff Hunt
Acting Code Enforcement Supervisor
(209) 937-7016 desk
(209) 937-7264 fax
jeffery.hunt@stocktongov.com

>>> Lorraine Islas 7/30/2012 5:09 PM >>>

Jeff,

We're working on a Council staff report for a loan to Kit Bennitt for the property at 133 S. California Street (Dignity's Alcove).

We have a statement in the staff report that says "Despite improvements to the building, further work is needed to complete the project. In addition, the City has issued several code violation notices regarding building deficiencies that must be addressed." We wanted to check and see if there are still code violations remaining, or have they all been corrected? And if we wanted to say something about what types of code violations the property owner has been cited for, what would be the best? Allowing people to live in building without an occupancy permit, not obtaining necessary building permits, not finalizing the building permits that were obtained?

Thanks for your help.

Lorre

Allison Aube

From: Lorraine Islas
Sent: Friday, August 31, 2012 1:29 PM
To: Christopher Bennitt
Subject: Re: Fw: Draft Loan Documents for 133 S. California Street

Thanks Kit. I'll have the City Attorney look at the comments and if she needs to discuss the terms, I'll have her call your attorney.

Lorre

>>> Christopher Bennitt <empire_corp@yahoo.com> 8/31/2012 11:55 AM >>>
Lorre,

I have received back from my attorney the loan doc. in a revised and compare version notating his alterations to the original. I rely on his involvement and trust his direction completely in so far as if the city attorney would prefer to interact with Scott directly on terms issues that is acceptable to me, and may expedite.

see attachments

Thank you

Kit Bennitt (209) 933-1033

----- Forwarded Message -----

From: Christopher Bennitt <empire_corp@yahoo.com>
To: Christopher Bennitt <empire_corp@yahoo.com>
Sent: Friday, August 31, 2012 11:50 AM
Subject: Fw: Draft Loan Documents for 133 S. California Street

enclosed

Scott D. Rishwain, Esq.

Rishwain & Rishwain
2800 West March Lane, Suite 220
Stockton, California 95219
Tel: (209) 473-2800
Fax: (209) 473-2885
E-Mail: scott@rishwain.com

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----- Forwarded Message -----

From: Lorraine Islas <Lorraine.Islas@stocktongov.com>
To: Christopher Bennitt <empire_corp@yahoo.com>
Cc: Wendy Saunders <Wendy.Saunders@stocktongov.com>
Sent: Friday, August 24, 2012 3:06 PM
Subject: Draft Loan Documents for 133 S. California Street

Kit,

Attached are draft loan documents for the CDBG loan which is going to City Council for their consideration next Tuesday.

If there are changes you would like made to the documents, let me know. The documents are also being reviewed by the City Attorney's Office, so they may have some changes to the documents as well. If so, I will forward their revisions to you as soon as I receive them.

Lorre Islas, Program Manager
City of Stockton Economic Development Dept.
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Telephone: (209) 937-8075

Allison Aube

From: Lorraine Islas
Sent: Thursday, September 27, 2012 11:16 AM
To: Scott Rishwain
Subject: RE: 133 S. California St. Loan Agreement

Scott, I was going to see if we could find a time for a call with our City Attorney, but I haven't had time. Do you have your comments in writing? If so, maybe you could send them and we could look at them before a call. It looks like she is out tomorrow, but would you have time Monday morning for a call?

Lorre

>>> "Scott Rishwain" <Scott@rishwain.com> 9/26/2012 5:02 PM >>>

Lorraine:

I can't recall if we agreed that I was to send changes back to you or if you first were going to provide a further response regarding our conversation last Thursday. Please advise.

Thanks

*Scott D. Rishwain, Esq.
Rishwain & Rishwain
2800 West March Lane, Suite 220
Stockton, California 95219
Tel: (209) 473-2800
Fax: (209) 473-2885
E-Mail: scott@rishwain.com*

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From: Lorraine Islas [<mailto:Lorraine.Islas@stocktongov.com>]
Sent: Friday, September 14, 2012 8:34 AM
To: Scott Rishwain
Subject: 133 S. California St. Loan Agreement

Scott,

Attached is a revised loan agreement for the rehabilitation of the property at 133 S. California Street owned by Kit Bennitt.

Based on our City Attorney's review of your requested changes, several of your requested changes were not made. The changes that you requested to the following sections were not incorporated into this draft of the agreement: Section 10.1 (B), 10.1 (C), 10.1 (E), 10.1 (F), 10.1 (J), 10.2, 11.1 and 11.3. Other changes are shown in the track changes.

It might be quicker if we could talk and discuss the loan terms. Let me know when you would be available for a call and I can schedule a time with our City Attorney.

Lorre Islas, Program Manager
City of Stockton Economic Development Dept.
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Telephone: (209) 937-8075

Allison Aube

From: Lorraine Islas
Sent: Wednesday, October 10, 2012 3:31 PM
To: Joseph Mulligan
Subject: Property Value

Joe,

Does MetroScan provide a rough estimate of property value? We're trying to get a rough estimate of the value of Kit Bennitt's property at 133 S. California Street.

Lorre

Allison Aube

From: Lorraine Islas
Sent: Tuesday, October 23, 2012 5:24 PM
To: Joseph Mulligan
Subject: Bennitt's Property

Joe,

There are 20 bedrooms on the 2nd and 3rd floors that can house up to 40 people. The ground floor is meeting rooms, kitchen, etc.

The lease between Kit Bennitt and Dignity's Alcove is a ten year lease with an option to extend for an additional 10 years. They pay \$12,289 per month lease. There is a 3% cost of living increase which can be applied annually in accordance with the CPI.

I'll get the tenant's rent to Dignity's Alcove first thing in the morning.

Lorre

Allison Aube

From: Lorraine Islas
Sent: Wednesday, October 24, 2012 10:19 AM
To: Joseph Mulligan
Subject: Fwd: Bennitt's Property

Joe, For each person in the program, Dignity's Alcove receives a per diem of \$38.41 from the VA . This covers the "rent".

>>> Lorraine Islas 10/23/2012 5:24 PM >>>
Joe,

There are 20 bedrooms on the 2nd and 3rd floors that can house up to 40 people. The ground floor is meeting rooms, kitchen, etc.

The lease between Kit Bennitt and Dignity's Alcove is a ten year lease with an option to extend for an additional 10 years. They pay \$12,289 per month lease. There is a 3% cost of living increase which can be applied annually in accordance with the CPI.

I'll get the tenant's rent to Dignity's Alcove first thing in the morning.

Lorre

Allison Aube

From: Lorraine Islas
Sent: Friday, January 18, 2013 4:18 PM
To: katek@kureyandassociates.com
Subject: Re: [FWD: Dignity housing project New Primary Contractor]

Kate,

Its the property at 133 S. California Street owned by Christopher Bennett. Dignity's Alcove (Harold Butts) is the non-profit that occupies the building. We had a preconstruction meeting with Bob Leonard on September 5th.

Lorre

>>> <katek@kureyandassociates.com> 1/18/2013 4:03 PM >>>

Hi Lorre:

Do you know which project this is? I don't recall dignity housing??

Kate Kurey
President
Kurey & Associates
(209) 946-9601

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

Subject: Dignity housing project New Primary Contractor
From: Monica S <altocoliconstruction@gmail.com>
Date: Fri, January 18, 2013 3:31 pm
To: katek@kureyandassociates.com

Hi Kate,

My name is Monica with Al Toccoli Construction, Inc.. We are replacing Bob Leonard on the Dignity Housing project. I was given your contact information & would like to request a meeting or a phone conference to help us get acquainted with this job. I have questions on the maintenance and submission of the certified payroll records. Any assistance you are able to provide would be greatly appreciated.

--

Thank You,

Monica S.
Al Toccoli Construction, Inc.
209-456-0522 cel.
209-762-6819 e-fax.
altocoliconstruction@gmail.com

Allison Aube

From: Lorraine Islas
Sent: Friday, January 18, 2013 4:24 PM
To: katek@kureyandassociates.com
Subject: RE: [FWD: Dignity housing project New Primary Contractor]

Interesting that they have a new contractor....

>>> <katek@kureyandassociates.com> 1/18/2013 4:22 PM >>>
Oh fabulous :) I will contact them on Tuesday.

Have a great weekend!

Kate Kurey
President
Kurey & Associates
(209) 946-9601

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

Subject: Re: [FWD: Dignity housing project New Primary Contractor]
From: "Lorraine Islas" <Lorraine.Islas@stocktongov.com>
Date: Fri, January 18, 2013 4:17 pm
To: <katek@kureyandassociates.com>

Kate,

Its the property at 133 S. California Street owned by Christopher Bennitt. Dignity's Alcove (Harold Butts) is the non-profit that occupies the building. We had a preconstruction meeting with Bob Leonard on September 5th.

Lorre

>>> <katek@kureyandassociates.com> 1/18/2013 4:03 PM >>>

Hi Lorre:

Do you know which project this is? I don't recall dignity housing??

Kate Kurey
President
Kurey & Associates
(209) 946-9601

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

Subject: Dignity housing project New Primary Contractor
From: Monica S <altocoliconstruction@gmail.com>
Date: Fri, January 18, 2013 3:31 pm
To: katek@kureyandassociates.com

Hi Kate,

My name is Monica with AI Toccoi Construction, Inc.. We are replacing Bob Leonard on the Dignity Housing project. I was given your contact information & would like to request a meeting or a phone conference to help us get acquainted with this job. I have questions on the maintenance and submission of the certified payroll records. Any assistance you are able to provide would be greatly appreciated.

--

Thank You,

Monica S.

AI Toccoi Construction, Inc.

209-456-0522 cel.

209-762-6819 e-fax.

altoccoiconstruction@gmail.com

Allison Aube

From: Lorraine Islas
Sent: Tuesday, January 22, 2013 8:22 AM
To: Scott Rishwain
Cc: Christopher Bennitt
Subject: RE: 133 S. California Street Loan Documents

Scott, We don't send these through escrow; we just record the documents at the County Recorder's office after they are executed.

We reimburse for eligible expenses. Mr. Bennitt signs off on invoices which are then to be submitted to Kurey and Associates to verify that all of the labor compliance documentation (weekly pay rolls, etc.) has been provided. Kurey and Associates then forwards the invoices to us and we process the payment.

Lorre

>>> "Scott Rishwain" <Scott@rishwain.com> 1/18/2013 5:28 PM >>>

Lorre:

Is there an escrow set up? When will the funding take place after execution? Also, can you send me final execution drafts for my review?

I will let my client know and advise of the timing for him to come in.

Thanks.

*Scott D. Rishwain, Esq.
Rishwain & Rishwain
2800 West March Lane, Suite 220
Stockton, California 95219
Tel: (209) 473-2800
Fax: (209) 473-2885
E-Mail: scott@rishwain.com*

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From: Lorraine Islas [mailto:Lorraine.Islas@stocktongov.com]
Sent: Friday, January 18, 2013 10:24 AM
To: Scott Rishwain
Subject: 133 S. California Street Loan Documents

Scott,

The loan documents have been signed by the City Attorney's office and are now ready by Mr. Bennitt to sign.

Two of the documents must be notarized. We have a notary in our office, so he can come to sign them or if he would prefer, we can mail them to him and he can have them notarized. Please let me know how he would like to proceed.

Lorre Islas, Program Manager
City of Stockton Economic Development Dept.
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Telephone: (209) 937-8075

Allison Aube

From: Lorraine Islas
Sent: Thursday, February 28, 2013 2:35 PM
To: katek@kureyandassociates.com
Subject: RE: 133 S. California Street Project

Did you ever get a number of subs or find if there is a general contractor?

>>> <katek@kureyandassociates.com> 2/28/2013 2:29 PM >>>
Great. Thanks

Kate Kurey
President
Kurey & Associates
(209) 946-9601

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

Subject: Re: 133 S. California Street Project
From: Christopher Bennitt <empire_corp@yahoo.com>
Date: Thu, February 28, 2013 2:26 pm
To: "katek@kureyandassociates.com" <katek@kureyandassociates.com>

Tuesday the 12th at 10:00 works I'll call the contractors, same size room is fine

Kit Bennitt (209) 933-1033

From: "katek@kureyandassociates.com" <katek@kureyandassociates.com>
To: Lorraine Islas <Lorraine.Islas@stocktongov.com>; empire_corp@yahoo.com
Sent: Wednesday, February 27, 2013 11:17 AM
Subject: RE: 133 S. California Street Project

Kit:

Do those dates work for you and the contractors? Also, who is your general contractor?

Kate Kurey
President
Kurey & Associates
(209) 946-9601

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

Subject: Re: 133 S. California Street Project
From: "Lorraine Islas" <Lorraine.Islas@stocktongov.com>

Date: Wed, February 27, 2013 11:13 am

To: <katek@kureyandassociates.com>,<empire_corp@yahoo.com>

Kate, I can't make the 7th. The morning of March 12th or anytime on March 13th would work though.

Lorre

>>> <katek@kureyandassociates.com> 2/27/2013 10:10 AM >>>

Hi Lori:

The contractor has requested to have a preconstruction meeting for the project. It is scheduled to begin construction soon. Do you have availability next Thursday, March 7th in the afternoon.

Kit, how many subcontractors do you plan on having attend? We need to make sure we reserve a big enough room.

Please advise.

Kate Kurey
President
Kurey & Associates
(209) 946-9601

Allison Aube

From: Lorraine Islas
Sent: Tuesday, March 5, 2013 9:39 AM
To: Christopher Bennitt
Cc: katek@kureyandassociates.com
Subject: RE: 133 S. California Street Project

Kit, Before we can hold the preconstruction meeting, we need to know who the general contractor is and who the subcontractors are that will be working on the project. If we don't have the information before the meeting, we'll have to reschedule.

We need the information listed in Kate's e-mail below.

Thanks.

Lorre

>>> <katek@kureyandassociates.com> 2/28/2013 3:39 PM >>>

Kit:

Can you provide a list that contains the general contractor and the subcontractors he is hiring? Or have the general provide it to me prior to our meeting on Tuesday. I will need the following

Contractor Name
Address
Phone
Fax
License Number
Scope of work they are performing on the contract.

Thanks and I look forward to our meeting on Tuesday.

Kate Kurey
President
Kurey & Associates
(209) 946-9601

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

Subject: Re: 133 S. California Street Project
From: Christopher Bennitt <empire_corp@yahoo.com>
Date: Thu, February 28, 2013 2:26 pm
To: "katek@kureyandassociates.com" <katek@kureyandassociates.com>

Tuesday the 12th at 10:00 works I'll call the contractors, same size room is fine

Kit Bennitt (209) 933-1033

From: "katek@kureyandassociates.com" <katek@kureyandassociates.com>
To: Lorraine Islas <Lorraine.Islas@stocktongov.com>; empire_corp@yahoo.com
Sent: Wednesday, February 27, 2013 11:17 AM
Subject: RE: 133 S. California Street Project

Kit:

Do those dates work for you and the contractors? Also, who is your general contractor?

Kate Kurey
President
Kurey & Associates
(209) 946-9601

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

Subject: Re: 133 S. California Street Project
From: "Lorraine Islas" <Lorraine.Islas@stocktongov.com>
Date: Wed, February 27, 2013 11:13 am
To: <katek@kureyandassociates.com>,<empire_corp@yahoo.com>

Kate, I can't make the 7th. The morning of March 12th or anytime on March 13th would work though.

Lorre

>>> <katek@kureyandassociates.com> 2/27/2013 10:10 AM >>>
Hi Lori:

The contractor has requested to have a preconstruction meeting for the project. It is scheduled to begin construction soon. Do you have availability next Thursday, March 7th in the afternoon.

Kit, how many subcontractors do you plan on having attend? We need to make sure we reserve a big enough room.

Please advise.

Kate Kurey
President
Kurey & Associates
(209) 946-9601

Allison Aube

From: Lorraine Islas
Sent: Monday, May 6, 2013 3:38 PM
To: scareley@ctt.com
Subject: 133 S. California Street Subordination Request

Sherri,

I received your message asking about the terms under which the City will subordinate to a new loan for Christopher Bennitt for the property at 133 S. California Street, Stockton.

The Loan Agreement that Mr. Bennitt and the City entered into states that we will subordinate as long as the current value of our loan, which is \$350,000, and the amount of the new loan do not exceed 80% of the appraised value of the property. The appraised value must be determined by a State licensed appraiser who is approved by the City. We will need to receive a copy of the appraisal.

Hope this helps. If you have any questions, please don't hesitate to contact me.

Lorre Islas, Program Manager
City of Stockton Economic Development Dept.
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Telephone: (209) 937-8075

Allison Aube

From: Lorraine Islas
Sent: Tuesday, July 23, 2013 4:05 PM
To: Andrea Haggerty
Subject: Re: 133 S California St

Thank you!

>>> Andrea Haggerty <andrea@haggertyconstruction.net> 7/23/2013 4:02 PM >>>
Hi Lorree-

I would like to request the check being issued in the amount of \$44,993.15 be written to the property owner, Christopher Bennitt.

Please let me know if you have any questions.

Thank you and have a nice day,

Andrea Haggerty
CFO
Haggerty Construction
3119 Tomahawk Dr
Stockton, CA 95205
P:209-475-9898
F:209-451-0011

Allison Aube

From: Lorraine Islas
Sent: Wednesday, August 28, 2013 4:44 PM
To: Audrey Ogden
Subject: Re: 133 S. California Street

Project owner is Christopher Bennitt and the project number is LSP389

>>> Audrey Ogden 8/28/2013 4:42 PM >>>

What is the name of the project, or owner, or maybe the project number?

>>> Lorraine Islas 8/28/2013 4:41 PM >>>

Audrey,

Can you tell me if this project has been set up in AmeriNational? I have a set up form completed, but I don't know if I ever gave it to Christine.

No rush...

Thanks.

Lorre

Allison Aube

From: Lorraine Islas
Sent: Wednesday, August 28, 2013 4:48 PM
To: Audrey Ogden
Subject: Re: 133 S. California Street

Thanks.

>>> Audrey Ogden 8/28/2013 4:47 PM >>>

I don't see it in AmeriNational under Dignity's Alcove or Bennitt, nor do I have a copy of the set up form.

>>> Lorraine Islas 8/28/2013 4:43 PM >>>

Project owner is Christopher Bennitt and the project number is LSP389

>>> Audrey Ogden 8/28/2013 4:42 PM >>>

What is the name of the project, or owner, or maybe the project number?

>>> Lorraine Islas 8/28/2013 4:41 PM >>>

Audrey,

Can you tell me if this project has been set up in AmeriNational? I have a set up form completed, but I don't know if I ever gave it to Christine.

No rush...

Thanks.

Lorre

Allison Aube

From: Lorraine Islas
Sent: Tuesday, September 3, 2013 7:43 AM
To: Michael Islas
Subject: Fwd: 133 s. cal.

FYI...

>>> Christopher Bennitt <empire_corp@yahoo.com> 9/3/2013 7:24 AM >>>

Lorre,

Following recent site inspection Ryan Haggerty informed me city was not pleased that I ordered the painting of block and connections of kitchen fixtures, it was not my intent to circumvent the required procedure or documentation. I will work with Kurey and associates and be certain to provide back up accordingly, and have discussed at length with the general contractor that he alone will direct work onsite.

Should any other measures be needed to ensure proper site compliance please notify me, as I strongly support the general contractors ability to expedite the completion of this process and do not want to jeopardize any aspect of the project.

Sincerely,

Kit Bennitt (209) 933-1033

Allison Aube

From: Lorraine Islas
Sent: Tuesday, September 3, 2013 7:46 AM
To: John Freitas
Subject: Fwd: 133 s. cal.

John, Thought you would enjoy this....

Lorre

>>> Christopher Bennitt <empire_corp@yahoo.com> 9/3/2013 7:24 AM >>>

Lorre,

Following recent site inspection Ryan Haggerty informed me city was not pleased that I ordered the painting of block and connections of kitchen fixtures, it was not my intent to circumvent the required procedure or documentation. I will work with Kurey and associates and be certain to provide back up accordingly, and have discussed at length with the general contractor that he alone will direct work onsite.

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Sincerely,

Kit Bennitt (209) 933-1033

Allison Aube

From: Lorraine Islas
Sent: Tuesday, September 3, 2013 7:49 AM
To: Christopher Bennitt
Subject: Re: 133 s. cal.

Kit, Thanks. I think that will make the process move more smoothly.

Lorre

>>> Christopher Bennitt <empire_corp@yahoo.com> 9/3/2013 7:24 AM >>>

Lorre,

Following recent site inspection Ryan Haggerty informed me city was not pleased that I ordered the painting of block and connections of kitchen fixtures, it was not my intent to circumvent the required procedure or documentation. I will work with Kurey and associates and be certain to provide back up accordingly, and have discussed at length with the general contractor that he alone will direct work onsite.

Should any other measures be needed to ensure proper site compliance please notify me, as I strongly support the general contractors ability to expedite the completion of this process and do not want to jeopardize any aspect of the project.

Sincerely,

Kit Bennitt (209) 933-1033

Allison Aube

From: Lorraine Islas
Sent: Tuesday, January 28, 2014 3:08 PM
To: Christopher Bennitt
Cc: Andrea Haggerty
Subject: Payment - 133 S. California Street

Kit,

I have the check for the last payment request. I can leave it at the counter to be picked up or I can mail it. Just let me know which you prefer.

Lorre

Allison Aube

From: Lorraine Islas
Sent: Tuesday, October 15, 2013 12:44 PM
To: Christopher Bennitt
Cc: Andrea Haggerty
Subject: Check for 133 S. California Street

Kit,

We have the check for the second draw request for project at 133 S. California Street. Will someone pick it up or would you prefer that we mail it?

Lorre

Allison Aube

From: Lorraine Islas
Sent: Monday, March 24, 2014 11:36 AM
To: Christopher Bennitt
Subject: Re: 133 s. cal

Kit, The paint looks nice. We would look at an alternative prepared by your architect and approval wouldn't take more than a week.

Lorre

>>> Christopher Bennitt <empire_corp@yahoo.com> 3/19/2014 3:38 PM >>>

Lore,

Please find attached recent photograph of building. As indicated in your recent memo with respect to completion of project and release of retention, I understand the addition of awnings is expected/required per council approval. Through studying current improved condition of the building, and discussion with Dignity's Alcove I believe adding to full length of the building awning system will lessen the street appeal of the building and not function as would an alternate design.

I've asked the architect to submit a more substantial metal awning concept for your review in lieu of the previously approved rendering.

Do you find this to be a likely scenario? without significantly extending the time to gain final approval?

Please advise

Kit Bennitt (209) 933-1033

Allison Aube

From: Lorraine Islas
Sent: Monday, April 14, 2014 2:23 PM
To: John Freitas
Subject: Fwd: Re: 133 s. cal

John, Was wondering if you had gotten a chance to talk to Forrest? Mr. Bennit is asking.

Thanks!

Lorre

>>> Lorraine Islas 3/31/2014 4:57 PM >>>
John,

Kit Bennit is proposing two metal awnings in place of the awnings which he originally proposed as a part of the rehabilitation project. The metal awnings are shown on the first PDF and the original ones on the second.

We were wondering if the awnings will require a Building Permit and Architectural Review. If they don't require an official Architectural Review, is there someone in your Department that can comment on whether they are consistent with the architectural style of the building?

Thanks for your help.

Lorre

>>> Christopher Bennitt <empire_corp@yahoo.com> 3/27/2014 12:54 PM >>>
Lorre,

Attached please find the Architects revised awning concept - Both tenant and myself feel this is much more suitable to the current use/appearance and has a greater quality for longevity.

Thank you for your consideration we will wait on your approval to proceed

Kit Bennitt (209) 933-1033
www.StocktonEmpireTheatre.com

On Monday, March 24, 2014 11:35 AM, Lorraine Islas <Lorraine.Islas@stocktongov.com> wrote:

Kit, The paint looks nice. We would look at an alternative prepared by your architect and approval wouldn't take more than a week.

Lorre

>>> Christopher Bennitt <empire_corp@yahoo.com> 3/19/2014 3:38 PM >>>

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I've asked the architect to submit a more substantial metal awning concept for your review in lieu of the previously approved rendering.

Do you find this to be a likely scenario? without significantly extending the time to gain final approval?

Please advise

Kit Bennitt (209) 933-1033

Allison Aube

From: Lorraine Islas
Sent: Thursday, April 17, 2014 2:25 PM
To: Christopher Bennitt
Cc: Andrea Haggerty
Subject: Payment for 133 S. California

Kit,

The check for draw request number 4 is ready to be picked up. City Hall is open until 5:30 today, but will be closed tomorrow.

Lorre

Allison Aube

From: Lorraine Islas
Sent: Wednesday, April 23, 2014 3:24 PM
To: Richard Larrouy
Cc: Jenny Liaw
Subject: Fwd: Re: 133 s. cal

Thank you Richard. I think its best to let the Committee decide, so I'll let the property owner know it will be next week.

Thanks!

Lorre

>>> Richard Larrouy 4/23/2014 3:21 PM >>>

After reviewing our files it's clear that the Architectural Review Committee (Group No. 2) in 2006 approved the elevation with the "old-fashioned" awnings that you included in your e-mail. I don't think that the proposed "new style" awnings are consistent with the plans that were approved by the Architectural Review Committee and would say that a new Design Review application, with fees, would be required to install different awnings. For the sake of fairness, I'll take the two sets of plans to the Committee next Wednesday afternoon to find out whether they concur or feel otherwise. I'll let you know after the meeting what direction we're given on the change of awnings. If you need something sooner, Lorre, I can run it past Forrest. Please let me know which "path" works better for you. Thank you, Lorre.

Richard

>>> Lorraine Islas 4/23/2014 10:43 AM >>>

Richard,

As I explained, Kit Bennit is proposing two metal awnings in place of the awnings which he originally proposed as a part of the rehabilitation project. The metal awnings are shown on the first PDF. A close up of the type of awning is included on the second page of the PDF. The original proposal is on the second attachment.

We were wondering if the awnings will require Architectural Review. If they don't require an official Architectural Review, is there someone in your Department that can comment on whether they are consistent with the architectural style of the building?

As always, thank you for your help.

Lorre

>>> Christopher Bennitt <empire_corp@yahoo.com> 3/27/2014 12:54 PM >>>

Lorre,

Attached please find the Architects revised awning concept - Both tenant and myself feel this is much more suitable to the current use/appearance and has a greater quality for longevity.

Thank you for your consideration we will wait on your approval to proceed

Kit Bennitt (209) 933-1033
www.StocktonEmpireTheatre.com

On Monday, March 24, 2014 11:35 AM, Lorraine Islas <Lorraine.Islas@stocktongov.com> wrote:

Kit, The paint looks nice. We would look at an alternative prepared by your architect and approval wouldn't take more than a week.

Lorre

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I've asked the architect to submit a more substantial metal awning concept for your review in lieu of the previously approved rendering.

Do you find this to be a likely scenario? without significantly extending the time to gain final approval?

Please advise

Kit Bennitt (209) 933-1033

Allison Aube

From: Lorraine Islas
Sent: Wednesday, April 23, 2014 3:29 PM
To: Christopher Bennitt
Subject: Re: Payment for 133 S. California

Kit,

I've been waiting to hear back from Community Development Department. The original awning design was approved by the Architectural Review Committee in 2006. Planning staff doesn't think that the proposed awnings are consistent with the plans that were approved by the Committee, but rather than have staff make that determination, they are proposing to take the two designs back to the Committee for their review. That will happen next Wednesday afternoon. They'll let us know at that time if the Committee is ok with the change.

Lorre

>>> Christopher Bennitt <empire_corp@yahoo.com> 4/18/2014 1:13 PM >>>
Thank you I'll pick up Monday

Do you have status on metal awnings approval ?

iphone

> On Apr 17, 2014, at 2:25 PM, "Lorraine Islas" <Lorraine.Islas@stocktongov.com> wrote:

>

> Kit,

>

> The check for draw request number 4 is ready to be picked up. City Hall is open until 5:30 today, but will be closed tomorrow.

>

> Lorre

Allison Aube

From: Lorraine Islas
Sent: Wednesday, May 8, 2013 3:17 PM
To: Bill McKinley
Subject: Re: FW: 133 S. California Street Subordination Request

Bill,

We need to know who at CBRE prepared the appraisal and see that persons license.

Thanks for your help.

Lorre Islas, Program Manager
City of Stockton Economic Development Dept.
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Telephone: (209) 937-8075

>>> "Bill McKinley" <Bill.McKinley@bankbac.com> 5/7/2013 2:06 PM >>>

Hi Lorraine,

Sherri Cearley is helping Christopher Bennitt and Bank of Agriculture & Commerce in finalizing a loan secured by the California Street property in which the City of Stockton already has a secured loan interest. Sherri forwarded the issues the City required to be met in order to agree to a subordination of its position to the Bank's new position. Rather than just send a copy of the appraisal, earlier today I outlined the specifics of it in an e-mail to her, which you can see below. She has asked that Mr. Bennitt and the Bank be in touch with you directly rather than putting her in the middle of it.

So, could you please take a look at my earlier e-mail to Sherri and see if you think the appraisal is going to meet your needs? If so, we will gladly send you a copy of it.

Thank you very much for your time and assistance.

Bill McKinley

Vice President, Corporate Loan Officer

Bank of Agriculture & Commerce

2021 W. March Lane, 2nd Floor

Stockton, CA 95207

Phone: 209-444-3341

Fax: 209-472-1881

From: Bill McKinley
Sent: Tuesday, May 07, 2013 9:16 AM
To: 'Cearley, Sherri'
Cc: Christopher Bennett (empire_corp@yahoo.com)
Subject: RE: 133 S. California Street Subordination Request

Hi Sherri,

Thanks for this update.

We can give you a copy of the appraisal, but to save time, let me describe the situation and maybe you could run it by the City to see if this is going to fly:

1. The appraisal report was performed by CBRE, Inc. and is dated 1/10/13. They are licensed and on our Bank's approved list. Hopefully the City will find them acceptable.
2. The Bank's loan amount is going to be \$560,000. The City's loan amount is \$350,000. The total is \$910,000.
3. The appraised value, "as is", was \$1,000,000. Therefore, the combined loan-to-value would be 91% before completion and stabilization of the property.
4. The appraised value, "if completed and stabilized", was \$1,490,000. The combined loan-to-value at that value would be 61%.

Sherri, before we release a copy of the appraisal, could you check with the City to see if this appraiser is acceptable to them and if those valuations and advance rates will work for them?

Thanks Sherri.

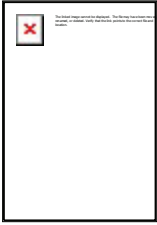
-Bill McKinley

From: Cearley, Sherri [<mailto:SCearley@ctt.com>]
Sent: Monday, May 06, 2013 3:46 PM
To: empire_corp@yahoo.com; Bill McKinley
Subject: FW: 133 S. California Street Subordination Request

Hello,

Please see the email from City of Stockton... once you have the appraisal we will need to provide to the City of Stockton with a copy of the full appraisal once completed and provide that the two combined loans are at 80% or below they will subordinate.

We are making progress... I will update you once I have heard from code enforcement.



Thank you,

Sherri D. Cearley
Escrow Officer, AVP
Chicago Title Company
2021 W. March Lane, Ste 1
Stockton CA 95207

Ph: 209-956-2415 Fax : 209-956-2491



From: Lorraine Islas [<mailto:Lorraine.Islas@stocktongov.com>]
Sent: Monday, May 06, 2013 3:38 PM
To: Cearley, Sherri
Subject: 133 S. California Street Subordination Request

Sherri,

I received your message asking about the terms under which the City will subordinate to a new loan for Christopher Bennitt for the property at 133 S. California Street, Stockton.

The Loan Agreement that Mr. Bennitt and the City entered into states that we will subordinate as long as the current value of our loan, which is \$350,000, and the amount of the new loan do not exceed 80% of the appraised value of the property. The appraised value must be determined by a State licensed appraiser who is approved by the City. We will need to receive a copy of the appraisal.

Hope this helps. If you have any questions, please don't hesitate to contact me.

Lorre Islas, Program Manager
City of Stockton Economic Development Dept.
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Telephone: (209) 937-8075

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Allison Aube

From: Lorraine Islas
Sent: Thursday, May 9, 2013 10:48 AM
To: Bill McKinley
Subject: RE: FW: 133 S. California Street Subordination Request

Bill, The appraisers that completed the appraisal are State licensed appraisers, which is what is required by the City's Loan Agreement. We look forward to obtaining and reviewing the appraisal.

Lorre

>>> "Bill McKinley" <Bill.McKinley@bankbac.com> 5/8/2013 3:29 PM >>>

Hi Lorraine,

Thanks for getting back to me.

I have attached copies of the cover letter to the subject appraisal, which shows who the individual appraisers were, and their licenses. This is all a part of the full appraisal, which I will send you if you think this all do-able. So, let me know and I'll send the whole thing to you.

Thanks again.

-Bill McKinley, BAC

From: Lorraine Islas [mailto:Lorraine.Islas@stocktongov.com]
Sent: Wednesday, May 08, 2013 3:17 PM
To: Bill McKinley
Subject: Re: FW: 133 S. California Street Subordination Request

Bill,

We need to know who at CBRE prepared the appraisal and see that persons license.

Thanks for your help.

Lorre Islas, Program Manager
City of Stockton Economic Development Dept.
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Telephone: (209) 937-8075

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Vice President, Corporate Loan Officer

Bank of Agriculture & Commerce

2021 W. March Lane, 2nd Floor

Stockton, CA 95207

Phone: 209-444-3341

Fax: 209-472-1881

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Cc: Christopher Bennitt (empire_corp@yahoo.com)
Subject: RE: 133 S. California Street Subordination Request

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Sherri, before we release a copy of the appraisal, could you check with the City to see if this appraiser is acceptable to them and if those valuations and advance rates will work for them?

Thanks Sherri.

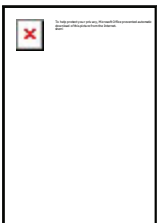
-Bill McKinley

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Hello,

Please see the email from City of Stockton... once you have the appraisal we will need to provide to the City of Stockton with a copy of the full appraisal once completed and provide that the two combined loans are at 80% or below they will subordinate.

We are making progress... I will update you once I have heard from code enforcement.



Thank you,

Sherri D. Cearley
Escrow Officer, AVP
Chicago Title Company
2021 W. March Lane, Ste 1
Stockton CA 95207

Ph: 209-956-2415 Fax : 209-956-2491



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Sent: Monday, May 06, 2013 3:38 PM
To: Cearley, Sherri
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Sherri,

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Hope this helps. If you have any questions, please don't hesitate to contact me.

Lorre Islas, Program Manager
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425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Telephone: (209) 937-8075

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Allison Aube

From: Lorraine Islas
Sent: Friday, October 4, 2013 3:00 PM
To: Andrea Haggerty
Subject: RE: Re: 133 S California St

Thanks!

>>> Andrea Haggerty <andrea@haggertyconstruction.net> 10/4/2013 2:05 PM >>>

Hi Lorree-

I defiantly make a note of that and not let happen again.

Please issue the check to Christopher Bennitt in the amount of \$79,966.93.

Thank you and have a great weekend.

Andrea Haggerty
CFO
Haggerty Construction, Inc.
3119 Tomahawk Drive
Stockton, CA 95205
P:209-475-9898
F:209-451-0011
www.haggertyconstruction.net



From: Lorraine Islas [<mailto:Lorraine.Islas@stocktongov.com>]
Sent: Friday, October 04, 2013 1:24 PM
To: Andrea Haggerty
Subject: Fwd: Re: 133 S California St

Andrea,

The draw request for 133 S. California Street got sent back to me because it is a transmittal from Haggerty Construction to Kurey & Associates with no notation that the check is to made payable to Christopher Bennitt. Would you please send me an e-mail similar to the one that was sent for the first draw request asking that payment be made to him?

On the next draw request, maybe a line could be added above Kit's signature stating that the check should be made payable to him?

Thanks.

Lorre

Allison Aube

From: Lorraine Islas
Sent: Wednesday, October 16, 2013 1:09 PM
To: Andrea Haggerty
Subject: RE: Check for 133 S. California Street

Andrea, The check was picked up about an hour ago.

Lorre

>>> Andrea Haggerty <andrea@haggertyconstruction.net> 10/16/2013 1:07 PM >>>

Thank you for the update Lorre!

Have a nice day!

Andrea Haggerty
CFO
Haggerty Construction, Inc.
3119 Tomahawk Drive
Stockton, CA 95205
P:209-475-9898
F:209-451-0011
www.haggertyconstruction.net



From: Lorraine Islas [<mailto:Lorraine.Islas@stocktongov.com>]
Sent: Tuesday, October 15, 2013 12:44 PM
To: Christopher Bennitt
Cc: Andrea Haggerty
Subject: Check for 133 S. California Street

Kit,

We have the check for the second draw request for project at 133 S. California Street. Will someone pick it up or would you prefer that we mail it?

Lorre

Allison Aube

From: Amanda Thomas
Sent: Friday, June 8, 2012 3:31 PM
To: John Freitas; Mike Locke; Susan Eggman; Lorraine Islas; Peter Lemos; bobleonard@bobleonard.com; sjcdavaj15@comcast.net33; dignityscorner@dignityalcoveinc.org; empire_corp@yahoo.com
Cc: Florence Low; Wendy Saunders
Subject: Letter - 133 South California Street
Attachments: Ltr 6/8/12 - Bennitt 133 South California Street; ATT00001.pdf

Attached you will find the letter regarding 133 South California Street mailed to Christopher Bennitt on 6/8/12.

Amanda Thomas
Office Specialist
Economic Development Department
(209) 937-7540

Effective July 15, 2011, the City of Stockton will begin using new e-mail addresses. My new e-mail address will be amanda.thomas@stocktongov.com. Please make changes to your system(s) or list(s) to continue receiving communications from the City of Stockton.”

Allison Aube

From: Amanda_Thomas
Sent: Friday, June 8, 2012 3:31 PM
Subject: Ltr 6/8/12 - Bennitt 133 South California Street



CITY OF STOCKTON

ECONOMIC DEVELOPMENT DEPARTMENT

Redevelopment, Housing, Economic Development, Real Property and Central Parking

City Hall • 425 North El Dorado Street, Suite 317 • Stockton, CA 95202-1997 • 209/937-8539 • Fax 209/937-5099

www.stocktongov.com

June 8, 2012

Christopher Bennitt
Empire Real Estate
1624 East Alpine Avenue
Stockton, CA 95205-2525

133 SOUTH CALIFORNIA STREET

Thank you for your plan submittal for the property located at 133 South California Street. Unfortunately, the submitted plans are not complete enough for our building department to commence its review. The following list includes examples of ways in which the plans are deficient:

1. Relating plan sheets do not concur with one another and items are not identified as new or existing.
2. Plumbing plans do not show hot and cold lines for new plumbing fixtures.
3. No detail is shown regarding how the grease interceptor will be connected to sewer.
4. No detail is shown for the new water heater vent.
5. No details are shown for mounting and securing of the grease hood, related duct work, and ventilation units.
6. Electrical plans do not show all complete circuits, and do not show whether electrical items are new or existing.
7. Electrical service is shown as 600 amp on some sheets and 800 amp on others.
8. An electrical service diagram lists existing grounding components that do not currently exist at the site.
9. One diagram shows electric meters at the main service, other sheets show electric meters located throughout the building.
10. 1st floor rooms must be properly labeled as offices, meeting or dining rooms.
11. Need occupancy ratings identified for each of the 1st floor rooms (e.g., office, meeting, and dining rooms).
12. No illuminated exit signage or emergency egress lighting is shown.

Please note this is just a partial list of incomplete items. We cannot perform a complete plan review until submitted plans are complete.



Christopher Bennitt
June 8, 2012
Page 2

Regarding electrical service, the PG & E Customer Service Representative assigned to the project stated the last set of electrical service plans they received were incomplete, rejected, and as of June 5th, no new plans have been submitted. PG & E must approve the electrical service for the City to approve the plans.

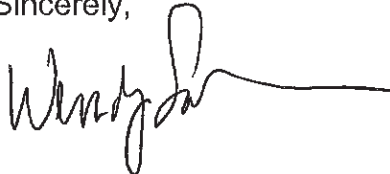
City of Stockton building staff spoke with designer Steven Torres on June 5th and informed him that the submitted plans were incomplete, and therefore we cannot commence a plan check review.

The City of Stockton remains committed to this project and we are anxious to move forward so that Dignity's Alcove may have a suitable environment and provide needed services for their clients.

We appreciate your prompt attention to this matter, and trust that we will receive a set of plans suitable for review very soon. Our building staff is available to advise you and/or your architect, however they strongly prefer to provide advice and guidance as your architect is preparing plans over receipt of another incomplete submittal. John Freitas may be reached at (209) 937-8351.

Should you have any questions, please feel free to contact me at 937-8694, or by email at wendy.saunders@stocktongov.com

Sincerely,



WENDY S. SAUNDERS, DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

WSS:slw

cc: Harold and Mary Butz
Susan Eggman, Council member
Michael E. Locke, Deputy City Manager
Lanny Bauer
John Freitas
Lorraine Islas
Michael Islas
Bob Leonard
Peter Lemos

Allison Aube

From: Lorraine Islas
Sent: Tuesday, July 24, 2012 12:51 PM
To: Wendy Saunders
Subject: Dignity's Alcove Staff Report
Attachments: 2012-08-XX 133 S. California Street Loan ; ATT00001.doc

Wendy,

A start of the staff report is attached and I have put the file in your office. If you need help finding any information that you need for the staff report, just ask!

Thanks!

Lorre

Allison Aube

From: Lorraine_Islas
Sent: Tuesday, July 24, 2012 12:51 PM
Subject: 2012-08-XX 133 S. California Street Loan

August XX, 2012

TO: Mayor and City Council

FROM: Wendy S. Saunders, Director
Economic Development Department

SUBJECT: **APPROVE A \$350,000 LOAN TO CHRISTOPHER BENNITT FOR THE REHABILITATION OF 133 SOUTH CALIFORNIA STREET FOR USE AS A TRANSITIONAL HOUSING PROGRAM FOR HOMELESS VETERANS**

RECOMMENDATION

It is recommended that City Council approve by Motion, a \$350,000 loan to Christopher Bennitt for the rehabilitation of 133 South California Street, and authorize the City Manager to take appropriate actions to carry out the purpose and intent of the Motion.

Summary

On October 18, 2011 the City Council approved an amendment to the 2011-12 One-Year Action Plan (Resolution 11-0296) allocating \$350,000 of Community Development Block Grant (CDBG) funds to assist in the rehabilitation of the property located at 133 South California Street for use as a transitional housing facility for homeless veterans to be operated by Dignity's Alcove. Staff indicated actual approval of the loan would be brought back for consideration by the Council at a later date, with specifics regarding the loan terms and conditions being provided.

Dignity's Alcove is a non-profit organization that has relocated their transitional housing program for homeless Veteran's to this building (see Attachment A). After rehabilitation of the building is complete, the relocation will allow them to expand their program from nine to forty residents. The building is owned by Christopher Bennitt and is undergoing rehabilitation to accommodate the transitional housing program.

DISCUSSION

Background

Christopher Bennitt, the owner of the property located at 133 South California Street, entered into a lease with Dignity's Alcove to allow them to operate a transitional housing program for homeless Veterans in the building. The lease began in November 2010 and is for a ten year period with an option to extend for an additional ten years. The three-story building will be used to house up to 40 Veterans in ten rooms on the second floor and ten on the third floor. The first floor, which was previously commercial space, will be used for the offices, counseling and meeting rooms, and a kitchen/dining room.

APPROVE A \$350,000 LOAN TO CHRISTOPHER BENNITT FOR THE REHABILITATION OF 133 SOUTH CALIFORNIA STREET FOR USE AS A TRANSITIONAL HOUSING PROGRAM FOR HOMELESS VETERANS

(Page 2 of 3)

The property has undergone extensive rehabilitation to allow the units to be occupied. The rehabilitation included the repairing and painting walls, replacing flooring and windows, installing new heating and air condition and fire sprinkler systems.

Additional work is needed to complete the project. This work includes the installation of an elevator, construction of an additional set of stairs, upgrades to the electrical system to accommodate the elevator, and improvements to the façade.

Present Situation

Sources of Funds	
Veterans Administration/Property Owner	\$
City of Stockton CDBG Loan	\$350,000
Total Project Cost	\$

The proposed City loan of \$350,000 will be funded with Community Development Block Grant (CDBG) funds.

The loan will be provided to the property owner, Christopher Bennitt, as a ten-year forgivable loan.

Rehabilitation will begin in _____ and is expected to be completed in approximately _____ months.

FINANCIAL SUMMARY

No General Fund dollars will be used for this project.

Sufficient funds are available to provide a loan of \$350,000 from the CDBG Account No. 052-8224-640.

Respectfully submitted,

WENDY S. SAUNDERS, DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

**APPROVE A \$350,000 LOAN TO CHRISTOPHER BENNITT FOR THE
REHABILITATION OF 133 SOUTH CALIFORNIA STREET FOR USE AS A
TRANSITIONAL HOUSING PROGRAM FOR HOMELESS VETERANS**

(Page 3 of 3)

WSS:LI:slw

APPROVED:

Attachment A - Vicinity Map
Attachment B - Aerial Map

MICHAEL E. LOCKE
PROGRAM SPECIALIST/
INTERIM DEPUTY CITY MANAGER

Allison Aube

From: Lorraine Islas
Sent: Wednesday, August 1, 2012 8:07 AM
To: Amanda Thomas; Susan Will
Cc: Wendy Saunders
Subject: Staff Report for 8/24
Attachments: Dignity's Alcove 07 30 12 drft; ATT00001.doc

Amanda,

The attached staff report is for an item scheduled to go to Council on August 28th. It still needs the map and aerial.

If you have any questions, just let me know.

Thanks.

Lorre

Allison Aube

From: Wendy_Saunders
Sent: Wednesday, August 1, 2012 8:07 AM
Subject: Dignity's Alcove 07 30 12 drft

August 28, 2012

TO: Mayor and City Council

FROM: Wendy S. Saunders, Director
Economic Development Department

SUBJECT: **APPROVE A \$350,000 LOAN TO CHRISTOPHER BENNITT FOR THE REHABILITATION OF 133 SOUTH CALIFORNIA STREET FOR USE AS A TRANSITIONAL HOUSING PROGRAM FOR HOMELESS VETERANS**

RECOMMENDATION

It is recommended that City Council approve by Motion a \$350,000 loan to Christopher Bennitt for the rehabilitation of 133 South California Street and authorize the City Manager to take appropriate actions to carry out the purpose and intent of the Motion.

Summary

On October 18, 2011, the City Council approved an amendment to the Community Development Block Grant (CDBG) 2011-12 One-Year Action Plan (Resolution 11-0296), allocating \$350,000 in CDBG funds for rehabilitation of the property located at 133 South California Street. Rehabilitation of the property supports the building's ongoing use as a transitional housing facility for homeless veterans, operated by Dignity's Alcove, a non-profit organization. Staff indicated actual approval of the loan and details regarding terms and conditions would be presented to Council at a later date. The loan's terms and conditions are presented herein for Council consideration.

DISCUSSION

Background

In November 2010, Christopher Bennitt, the owner of the property located at 133 South California Street, entered into a lease with Dignity's Alcove for operation of a transitional housing program for veterans. The program provides veterans with 24-months of housing and on-site counseling services aimed at helping the veterans adjust successfully into civilian life. The 10-year lease with Dignity's Alcove includes an option to extend for an additional ten years.

The property is a three-story building that can house up to 40 veterans in 20 rooms, 10 on the first floor and 10 on the second. The first floor, previously commercial space, is used for the offices, counseling and meeting rooms. A commercial kitchen and dining room are also planned.

The property has undergone extensive rehabilitation to allow the housing units to be occupied. The rehabilitation included the repairing and painting of walls; replacing

APPROVE A \$350,000 LOAN TO CHRISTOPHER BENNITT FOR THE REHABILITATION OF 133 SOUTH CALIFORNIA STREET FOR USE AS A TRANSITIONAL HOUSING PROGRAM FOR HOMELESS VETERANS

(Page 2 of 3)

flooring and windows; and installing new heating and air conditioning and fire sprinkler systems. The Veterans Administration (VA) granted \$377,793 to Dignity's Alcove, which included \$15,600 for a van and \$362,193 for building improvements. Total improvements to date in the building include all of the VA funds and an additional \$369,000 contributed by the property owner.

Present Situation

Despite improvements to the building, further work is needed to complete the project. In addition, the City has issued several code violation notices regarding building deficiencies that must be addressed. Additional work to be completed includes installation of an elevator; construction of an additional set of stairs; upgrades to the electrical system to accommodate the elevator; upgrades to the plumbing system; and store front and exterior lighting improvements. The total cost for final, outstanding improvements is estimated at \$437,560. The sources for the final improvements are as follows:

Sources of Funds	
Property Owner	\$87,560
City of Stockton CDBG Loan	\$350,000
Total Project Cost	\$437,560

The proposed City loan of \$350,000 will be drawn from Community Development Block Grant (CDBG) funds. The loan will be provided to the property owner, Christopher Bennitt, as a ten-year forgivable note, with one-tenth of the outstanding balance forgiven every year that Dignity's Alcove remains in operation within the building. The loan will, thus, be completely forgiven in year ten. Should Dignity's Alcove cease operation within the building, the loan balance would be due and payable.

Other significant terms of the City loan include the following:

- No payments will be made under the loan agreement until the property owner obtains all building permits required to complete the project and all code violations have been remedied.
- All work must be completed by a properly licensed contractor.
- Payments will be made based on a schedule of performance, with City inspection of all work and invoices prior to payment.
- 15% retention will be withheld from all payments.
- The construction retention will be released upon issuance of a final occupancy permit.

August 28, 2012

APPROVE A \$350,000 LOAN TO CHRISTOPHER BENNITT FOR THE REHABILITATION OF 133 SOUTH CALIFORNIA STREET FOR USE AS A TRANSITIONAL HOUSING PROGRAM FOR HOMELESS VETERANS

(Page 3 of 3)

The project is subject to prevailing wage requirements, and a third party under contract with the City will review certified payrolls and ensure that all necessary documentation is completed prior to payments being released.

Rehabilitation will begin in mid-September and is expected to be completed in approximately six months.

FINANCIAL SUMMARY

No General Fund dollars will be used for this project.

Sufficient funds are available to provide a loan of \$350,000 from the CDBG Account No. 052-8224-640. The funds were allocated to the rehabilitation project on October 18, 2011 by the Council's approval of an amendment to the 2011-12 One-Year Action Plan (Resolution 11-0296).

Respectfully submitted,

WENDY S. SAUNDERS, DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

WSS:LI:slw

APPROVED:

Attachment A - Vicinity Map
Attachment B - Aerial Map

MICHAEL E. LOCKE
PROGRAM SPECIALIST/
INTERIM DEPUTY CITY MANAGER

Allison Aube

From: Lorraine Islas
Sent: Tuesday, August 21, 2012 1:07 PM
To: Wendy Saunders
Subject: Dignity's Alcove
Attachments: 2012-08-28 Dignity's Alcove; ATT00001.ppt

Wendy, Welcome back! Hope you had a nice time.

Attached for your review is a draft power point for the Dignity's Alcove item scheduled for Council on 8/28.

Lorre

Allison Aube

From: Lorraine_Islas
Sent: Tuesday, August 21, 2012 1:06 PM
Subject: 2012-08-28 Dignity's Alcove

133 South California Street

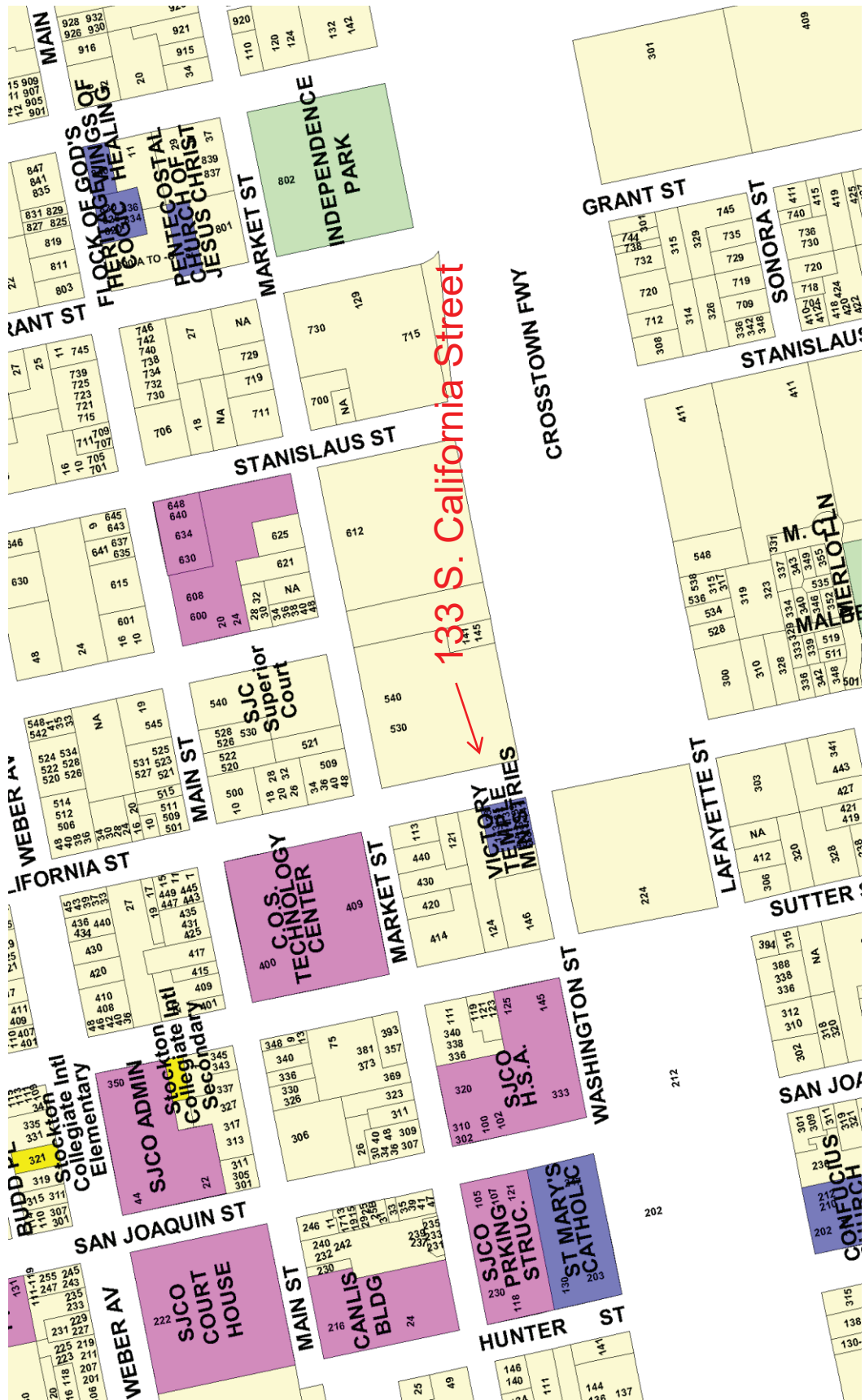
Agenda Item —
August 28, 2012




Background

- October 2011, Council approved an amendment to the 2011-12 Action Plan which allocated \$350,000 of CDBG funds to rehabilitate property for use as a transitional housing facility for homeless veterans
 - Staff indicated actual approval of loan and details regarding terms and conditions would be brought back for Council consideration

133 South California Street



- 
- Christopher Bennett leases the building to Dignity's Alcove
 - 10 year lease (signed in 2010) with option for an additional ten years
 - Extensive rehabilitation has occurred
 - Accommodate 40 veterans in 20 rooms
 - Ground floor will be used for offices, counseling meeting rooms, dining room and a commercial kitchen
 - To date, approximately \$731,000 has been spent on rehabilitation. Sources of funds are the Veteran's Administration (approximately \$362,000) and the property owner (approximately \$369,000).



Loan Request

- Additional funds needed to complete rehabilitation

Sources of Funds	
City of Stockton CDBG loan (proposed)	\$350,000
Property Owner	\$ 87,560
Total Additional Funds	\$437,560



Use of Funds

- Loan funds will be used for:
 - Construction of an elevator structure and additional set of stairs
 - Ground floor façade improvements
 - Electrical and plumbing system upgrades
 - Exterior improvements including a courtyard, lighting, and landscaping



Loan Terms

- 10-year forgivable loan provided to property owner
 - Forgiveness of 10% per year as long as Dignity's Alcove occupies property. If Dignity's Alcove does not occupy property, remaining loan amount due.
- No payments until all building permits have been obtained and all code violations have been remedied
- All work to be completed by licensed contractor
- 15% retention held from all payments
- Retention released upon issuance of a final occupancy permit



Recommendation

- Approve a motion approving a \$350,000 loan to Christopher Bennitt for the rehabilitation of 133 South California Street for use as a transitional housing program for homeless veterans

Allison Aube

From: Lorraine Islas
Sent: Friday, August 24, 2012 3:06 PM
To: Christopher Bennitt
Cc: Wendy Saunders
Subject: Draft Loan Documents for 133 S. California Street
Attachments: 133 S. California St Loan Agreement; ATT00001.doc; 133 S. California St Note; ATT00002.bin; 133 S. California St Regulatory Agreement; ATT00003.doc; 133 S. California St DOT; ATT00004.doc

Kit,

Attached are draft loan documents for the CDBG loan which is going to City Council for their consideration next Tuesday.

If there are changes you would like made to the documents, let me know. The documents are also being reviewed by the City Attorney's Office, so they may have some changes to the documents as well. If so, I will forward their revisions to you as soon as I receive them.

Lorre Islas, Program Manager
City of Stockton Economic Development Dept.
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Telephone: (209) 937-8075

Allison Aube

From: Lorraine_Islas
Sent: Friday, August 24, 2012 3:05 PM
Subject: 133 S. California St Loan Agreement

THE CITY OF STOCKTON

AND

CHRISTOPHER BENNITT

LOAN AGREEMENT

DATED: _____, 2012

\$350,000

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

FOR REHABILITATION OF

133 S. CALIFORNIA STREET, STOCKTON

LOAN AGREEMENT
(\$350,000---CDBG Funds)

This Loan Agreement ("Loan Agreement") is made as of _____, 2012, by and between the City of Stockton, a municipal Corporation ("CITY"), and Christopher Bennitt ("BORROWER").

RECITALS

A. CITY wishes to promote the development of more transitional housing programs in the Stockton community and to provide a greater choice of housing opportunities for homeless and very-low income persons.

B. BORROWER has requested that the CITY provide a loan in the amount of \$350,000 to assist in the renovation of the property at 133 South California Street, Stockton, California for use as a transitional housing program for homeless Veterans. The program will be operated by Dignity's Alcove, a non-profit organization.

C. CITY believes that the renovation of the property and the fulfillment of the terms of this AGREEMENT are in the best interest of the CITY and the health, safety, and welfare of its residents, and in accordance with the public purpose and provisions of the applicable State and Federal laws and requirements under which the said PROJECT has been undertaken and is being assisted.

D. The CITY has conducted an environmental assessment of the PROJECT pursuant to the National Environmental Protection Act ("NEPA"), and 24 C.F.R. Part 58 of the CDBG regulations and has determined that the PROJECT will have no adverse effects.

E. As a condition of the CDBG LOAN, BORROWER shall execute, among other documents, this AGREEMENT, a regulatory agreement, a promissory note, and a deed of trust. These instruments are intended to secure repayment and performance of other covenants contained in these collective agreements.

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the CDBG LOAN, CITY and BORROWER hereby agree as follows:

ARTICLE 1. DEFINITIONS

The following terms as used throughout this Agreement, the attached Exhibits and incorporated documents, shall have the meaning set forth below:

1.1 **"BORROWER"** is Christopher Bennitt.

1.2 **"BUDGET"** refers to that certain project budget containing sources and uses of funds for the project and attached as Exhibit "B," which is hereby incorporated into this Loan Agreement by this reference.

1.3 **"C.F.R."** refers Code of Federal Regulations.

1.4 **"CDBG LOAN"** refers to the loan of CDBG funds in the principal amount of \$350,000 by the CITY to the BORROWER pursuant to this Loan Agreement.

1.5 **"CDBG NOTE"** (the Note) refers to that certain promissory note in the principal amount of Three Hundred Fifty Thousand Dollars (\$350,000) to be executed by BORROWER in favor of the CITY, evidencing all or any part of the CDBG Loan, as well as any amendments, modifications, or restatements thereto. The terms of the Note are incorporated into this Loan Agreement by this reference.

1.6 **"CITY"** refers to the City of Stockton, a municipal corporation, and its authorized representatives, officers, officials, directors, employees and agents.

1.7 **"COMMENCEMENT OF REHABILITATION"** refers to the period of time BORROWER or BORROWER'S construction contractor begins substantial physical construction work on the PROJECT at the PROPERTY, including site preparatory work or delivery of materials, and excludes maintenance of the PROPERTY in its status quo condition and work solely related to remediation of Hazardous Materials.

1.8 **"CONTRACTOR"** is a private individual, partnership or corporation licensed by the California State Contractor's Licensing Board.

1.9 **"ELIGIBLE COSTS"** refers to those PROJECT costs related to the development of the PROJECT for which CDBG LOAN proceeds may be used as specified in 24 C.F.R. 570.202 and in the Budget as specified in the attached Exhibit "B", which is incorporated into this Loan Agreement by this reference, and any revisions to the Budget that are approved in writing by CITY.

1.10 **"HAZARDOUS MATERIALS"** refers to any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as "hazardous substances," "hazardous wastes," "hazardous materials," "pollutants," "contaminants," or "toxic substances," under federal or state environmental and health and safety laws and regulations, including without limitation, petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with normal practice and legal standard.

1.11 **"HUD"** refers to the United States Department of Housing and Urban Development.

1.12 **"LOAN"** refers to the CDBG LOAN.

1.13 **"LOAN AGREEMENT"** refers to this Loan Agreement entered into between CITY and BORROWER.

1.14 **"LOAN DOCUMENTS"** refers collectively to this Loan Agreement, the Deed of Trust, and the CDBG Note, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to those documents.

1.15 **"PLANS AND SPECIFICATIONS"** refers to the plans and specifications for the PROJECT as approved by the CITY.

1.16 **"PROJECT"** refers to the renovation of the property at 133 South California Street, Stockton, California for use as a transitional housing program for homeless Veterans which will be operated by Dignity's Alcove, a non-profit organization.

1.17 **"PROPERTY"** refers to the real property located in Stockton, California, and more particularly described in Exhibit "A" attached hereto, which is incorporated into this Loan Agreement by this reference.

1.18 **"RECIPIENT"** refers to the BORROWER.

ARTICLE 2. TERMS OF LOAN

2.1 **AMOUNT OF LOAN.** CITY agrees to lend and BORROWER agrees to accept the CDBG LOAN in the principal amount not to exceed \$350,000 from CITY to BORROWER, the terms stated herein shall govern repayment of said principal.

2.2 **SECURITY FOR REPAYMENT.** BORROWER shall execute and deliver to CITY a promissory note ("CDBG Note") evidencing the terms of payment. To the maximum extent permitted by law, the building renovated with the proceeds of the CDBG Loan shall be security ("Security") for repayment of the Loan. The Note shall constitute a security agreement under the California Commercial Code. Upon request of CITY, the BORROWER shall execute and deliver to the CITY financing statements, pursuant to the applicable statutes, and any other documents or instruments as are required to convey to the CITY a valid perfected security interest in the Security. The BORROWER agrees to perform all acts the CITY may reasonably request so as to enable the CITY to maintain a valid perfected security interest in order to secure the repayment of the Note in accordance with its terms. CITY may file a copy of any financing statement in any jurisdiction as deemed appropriate from time to time in order to protect the security interest established hereby.

2.3 **TERM OF LOAN.** Unless sooner due pursuant to the CDBG Note, the term of the loan shall be for a period of ten (10) years at zero (0%) percent annual interest.

2.4 **USE OF FUNDS.** CDBG Loan proceeds may be used only for the Eligible Costs of the PROJECT as shown as Exhibit "B."

2.5 **LOAN PROVISIONS.** CITY agrees to provide BORROWER with the total of \$350,000 according to the following terms:

- A. A forgivable loan in the amount of \$350,000;
- B. Interest rate shall be at a rate of zero 0%;

C. The term of the LOAN shall be for a maximum of ten (10) years, subject to the provisions of Section 2.3 of this Loan Agreement;

D. BORROWER shall execute a Promissory Note in favor of CITY evidencing the obligation of repayment of the loan funds pursuant to this Loan Agreement; and

E. Prepayment of the outstanding loan balance shall be permitted under the terms of this Loan Agreement without penalty to the BORROWER.

2.6 REPAYMENT TERMS. CITY shall unconditionally waive and forgive each annual principal installment as they become due, providing BORROWER fully complies with all specific terms and conditions as outlined in Article 2 of this Loan Agreement. Additional compliance shall be the continuance of the BORROWER to: (1) complete the rehabilitation PROJECT; and (2) ongoing use as a transitional housing facility for homeless veterans operated by Dignity's Alcove. CITY shall determine compliance, in its sole discretion, no less than thirty (30) days prior to the due date of each annual installment and notify BORROWER, in writing, of its determination. Unless otherwise forgiven, pursuant to compliance with the loan conditions described in this Loan Agreement, equal payments of \$35,000 shall be due annually each anniversary date thereafter until fully paid.

2.7 NON-RECOURSE OBLIGATION. The obligation to repay the LOAN is a non-recourse obligation of the BORROWER. Neither the BORROWER nor any other successor in interest shall have personal liability for repayment of the LOAN, in whole or in part. This limitation of liability is intended to apply only to the obligation to repay the LOAN and is not intended to relieve BORROWER of liability for, inter alia, (1) fraud or willful misrepresentation; (2) failure to pay taxes, assessments or other charges; (3) the misapplication of any proceeds of insurance policies or condemnation awards; (4) BORROWER'S indemnification obligations; (5) legal costs associated with enforcement of any LOAN Document; (6) breach of BORROWER'S warranties and representations.

ARTICLE 3. LOAN DISBURSEMENT

3.1 CONDITIONS PRECEDENT TO DISBURSEMENT. CITY shall not be obligated to make any disbursements of LOAN proceeds or take any other action under the Loan Documents (other than signing the Loan Documents) unless the following conditions are satisfied:

A. There exists no Event of Default as provided in Article 10, nor any act, failure, omission or condition that would constitute an Event of Default;

B. The undisbursed Loan proceeds, together with other financing for PROJECT for which BORROWER has received funds or firm commitments for funds, are not less than the amount which CITY determines is necessary to pay for development of the PROJECT and satisfy all of the covenants contained in the Loan Documents. If CITY determines that said funds are not sufficient for said purposes, BORROWER may satisfy this condition by depositing the amount of the deficiency with CITY;

C. BORROWER has obtained all building permits necessary for the completion of the project and all code violations shall have been remedied;

D. BORROWER has provided all labor compliance documentation, as applicable;

E. BORROWER has complied with all reporting requirements set forth in this Loan Agreement;

F. BORROWER has delivered a construction schedule satisfactory to CITY;

G. CITY has inspected all work completed as of the time of the billing and reviewed all invoices;

H. CITY has received a "Release of Funds" from HUD to the extent required for disbursement of the CDBG LOAN; and

3.2 DISBURSEMENT OF LOAN PROCEEDS. Disbursement of Loan proceeds for the PROJECT shall be made directly from the CITY. The request for disbursement shall be made to CITY at least fifteen business days prior to the date disbursement is needed by BORROWER. The CITY will withhold a fifteen percent (15%) retention from each payment made under this Loan Agreement. The retention will be released upon issuance of a final occupancy permit;

3.3 AMOUNT OF DISBURSEMENT. Disbursement of loan proceeds shall be \$350,000, as shown in the Budget. CITY'S obligations shall in no event exceed the Loan amount specified in this Loan Agreement. Any costs above \$350,000 necessary for the completion of the PROJECT shall be the sole responsibility of BORROWER.

ARTICLE 4 – PREDEVELOPMENT

4.1 FINANCING. BORROWER shall promptly inform CITY of any changes in the amount, terms, and/or sources of financing or funding for the PROJECT.

4.2 CONTRACTS AND SUBCONTRACTS. All construction work and professional services for the PROJECT shall be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California and CITY.

4.3 PREVAILING WAGES. To the extent required by the Federal Labor Standards as contained in 29 C.F.R. Parts 3, 5, 5a, the BORROWER shall pay, or cause to be paid, such rates of wages for construction work done in connection with the PROJECT. BORROWER shall also comply with the provisions of Article 7 and Section 11.2, below.

4.4 PLANS AND SPECIFICATIONS. Before commencement of construction, BORROWER shall submit to CITY, for its review and approval, the final plans and specifications for development of the PROJECT (the "Plans and Specifications"). BORROWER shall develop the PROJECT in full conformance with the Plans and

Specifications and any modifications thereto approved by CITY.

ARTICLE 5 –DEVELOPMENT OF PROJECT

5.1 COMMENCEMENT OF CONSTRUCTION. BORROWER shall begin construction of the PROJECT no later than thirty (30) days after the date of issuance of a notice to proceed for the PROJECT. BORROWER shall not commence construction until CITY has issued a written notice to proceed. CITY shall issue a notice to proceed when all predevelopment requirements have been met, including, but not limited to:

A. Submission and approval by CITY of the Plans and Specifications and the construction contract;

B. Submission and approval by CITY of certificates for all insurance under this Loan Agreement;

C. Submission and approval by CITY of all the necessary permits and licenses required to begin development and construction of the PROJECT; and

D. CITY shall be deemed to have issued such a notice if it fails to respond within fifteen (15) days after receipt of written notice from BORROWER that all predevelopment requirements have been met.

5.3 COMPLETION OF CONSTRUCTION. Following commencement of construction, BORROWER shall diligently prosecute construction of the PROJECT to completion as evidenced by the recording of the Certificate of Project Completion.

5.4 SCHEDULING AND EXTENSION OF TIME. It shall be the responsibility of BORROWER to coordinate and schedule the work to be performed so that commencement and completion of construction will take place in accordance with the provisions of this Loan Agreement. CITY may extend the time for commencement or completion in writing in its sole and absolute discretion. Any time extension granted to BORROWER to enable BORROWER to complete the work shall not constitute a waiver of any other rights CITY has under the Loan Documents.

5.5 QUALITY OF WORK. BORROWER shall construct the PROJECT and shall employ building materials of a quality suitable for the requirements of the PROJECT. BORROWER shall develop the PROJECT in full conformance with applicable local, state, and federal statutes, regulations, and building and housing codes, including but not limited to meeting the HUD quality standards set out in 24 C.F.R. Part 982.401 and the cost-effective and energy conservation and effectiveness standards in 24 C.F.R. Part 39, to the extent applicable, and as provided in Article 7 and Section 11.2, below.

5.6 ADDITIONS OR CHANGES IN WORK. City must be notified in a timely manner of any changes in the work required to be performed under this Loan Agreement, including any additions, changes, or deletions to the approved Plans and Specifications. A written change order authorized by CITY must be obtained by BORROWER before any changes, additions, or deletions in work for the PROJECT resulting in any material change in building materials or equipment, specifications, or the structural or architectural design or

appearance of the PROJECT provided for in the Plans and Specifications. Consent to any additions, changes, or deletions to the work shall not relieve or release BORROWER from any other obligations in the Loan Documents, or relieve or release BORROWER or its surety from any surety bond.

5.7 RECORDS. BORROWER shall be accountable to CITY for all funds disbursed to BORROWER pursuant to the Loan Documents. BORROWER agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn from Loan funds, and to keep all invoices, receipts, and other documents related to expenditures from said Loan funds for not less than three years after completion of the PROJECT as evidenced by the recording of a Certificate of Project Completion. Records must be kept accurate and current. CITY shall notify BORROWER of any records it deems insufficient. BORROWER shall have fifteen (15) calendar days from the date of said notice to correct any deficiency in the records specified by CITY in said notice, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, BORROWER shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

BORROWER shall promptly comply with all the requirements or conditions of the Loan Documents relating to notices, extensions, and other events required to be reported or requested. BORROWER shall promptly supply, upon the reasonable request of CITY, any and all information and documentation which involves the PROJECT and cooperate with CITY in the development of the PROJECT.

5.8 INSPECTIONS. BORROWER shall permit and facilitate, and require its contractors to permit and facilitate, observation and inspection at the job site by CITY and by public authorities during reasonable business hours for the purpose of determining compliance with this Loan Agreement.

5.9 AUDITS. BORROWER shall make available for examination at reasonable intervals and during normal business hours to CITY all books, accounts, reports, files, and other papers or property with respect to all matters covered by these Loan Documents, and shall permit CITY to audit, examine, and make copies of such records. CITY may audit any conditions relating to this Loan at the expense of the party requesting such audit, unless such audit shows a significant discrepancy in information reported by BORROWER to CITY in which case BORROWER shall bear the cost of such audit.

5.10 CONSTRUCTION RESPONSIBILITIES. BORROWER shall be solely responsible for all aspects of BORROWER'S conduct in connection with the PROJECT including, but not limited to, the quality and suitability of the Plans and Specifications, the supervision of construction work, and the qualifications, financial conditions, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by CITY with reference to the PROJECT is solely for the purpose of determining whether BORROWER is properly discharging its obligations to CITY, and should not be relied upon by BORROWER or by any third parties as a warranty or representation by CITY as to the quality of the design or construction of the PROJECT.

5.11 TRANSFER OF PROJECT OR PROPERTY. BORROWER has not made or created, and shall not, prior to the completion of the PROJECT as evidenced by a recorded Certificate of Project Completion, make or permit any sale, assignment, conveyance, or other transfer of this Loan Agreement, the PROJECT, or the PROPERTY,

without the prior written consent of CITY. CITY shall give its consent to a sale, transfer, or conveyance provided that all of the following conditions are met: (a) BORROWER is in compliance with the Loan Documents, or the sale, transfer, or conveyance will result in the cure of any existing violations of the Loan Documents; (b) the transferee agrees to expressly assume all obligations of BORROWER imposed by the Loan Documents; (c) the transferee demonstrates to CITY'S sole satisfaction that it is capable of and intends to operate the PROJECT and the PROPERTY in full compliance with the Loan Documents; and (d) the terms of the sale, transfer, or conveyance shall not jeopardize CITY'S security interest in the PROJECT and are in full compliance with all standards, including eligibility requirements, and other conditions imposed by any funding sources for the PROJECT and the Loan.

5.12 MECHANICS LIENS AND STOP NOTICES. If any lien is filed against the PROPERTY or any stop notice affecting the LOAN is served on CITY or any other third party in connection with the PROJECT, BORROWER shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release or such lien or stop notice by delivering to CITY a surety bond in sufficient form and amount, or provide CITY with other assurance satisfactory to CITY that the claim of lien or stop notice will be paid or discharged.

If BORROWER fails to discharge, bond or otherwise satisfy CITY with respect to any lien, encumbrance, charge, or claim referred to herein, then in addition to any other right or remedy, CITY may, at its sole discretion, opt to discharge the lien, encumbrance, charge, or claim at BORROWER'S expense. In the alternate, CITY may require BORROWER to immediately deposit with CITY the amount necessary to satisfy such lien or claim including any costs, pending resolution thereof. CITY may use such deposit to satisfy any claim or lien that is adversely determined against BORROWER.

BORROWER shall file a valid notice of cessation or notice of completion upon cessation of construction on the PROJECT for a continuous period of thirty (30) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the PROPERTY. BORROWER authorizes CITY, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that CITY reasonably deems necessary or desirable to protect its interest in the PROJECT, in the event that BORROWER refuses to do so.

5.13 BARRIERS TO THE DISABLED. The PROJECT shall be developed and maintained to comply with all applicable federal, state, and local requirements for disabled access.

5.14 LEAD-BASED PAINT. If evaluation for the presence of lead-based paint is required under Federal, State, or Local regulation, the BORROWER shall ensure that the contractor tests the paint, and maintains records which confirms the tests and that the disposal of lead based paint is appropriate and that defective paint debris is treated and disposed of in accordance with applicable federal, state or local requirements. In the event that lead-based paint is determined to be present on the site, occupancy of the dwelling unit affected by this Loan Agreement shall not occur until such time as a lead-based paint clearance is obtained. Failure to obtain the clearance, if required, will constitute a default of the loan under Section 10.1 (J). BORROWER further acknowledges receipt of 24 C.F.R. 35, subsection "J."

5.15 FEES, TAXES, AND OTHER LEVIES. BORROWER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the property or the PROJECT and shall pay such charges prior to delinquency. However, BORROWER shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by CITY, BORROWER deposits with CITY any funds or other forms of assurance CITY in good faith from time to time determines appropriate to protect CITY from the consequences of the contest being unsuccessful.

5.16 DAMAGE TO PROPERTY. If any building or improvement on the Property is damaged or destroyed by an insurable cause, BORROWER shall, at its cost and expense diligently undertake to repair or restore said buildings and improvements consistent with the original Plans and Specifications for the PROJECT. Such work or repair shall commence within ninety (90) days after the damage or loss occurs and shall be complete within one year thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, BORROWER, at his/her sole cost shall make up the deficiency.

5.17 RELOCATION. If and to the extent that development of the PROJECT results in the permanent displacement of residential tenants, homeowners, or businesses, BORROWER shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. BORROWER shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with said relocation laws.

5.18 UNAVOIDABLE DELAY IN PERFORMANCE. The time for performance of provisions of the Loan Documents by either party shall be extended for a period equal to the period of any delay directly affecting the PROJECT or this Loan Agreement which is caused by: war; insurrection; strike or other labor disputes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Loan Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming the extension is sent to the other party within ten (10) calendar days from the date the affected party learns of the commencement of the cause and the resulting delay and such extension of time is either accepted by the other party in writing, or is not rejected in writing by the other party within ten (10) calendar days after receipt of the notice. In any event, construction of the Project must be completed no later than ninety (90) calendar days after the scheduled completion date specified herein, any avoidable delay notwithstanding. Time for performance under this Loan Agreement may also be extended for any cause for a period of time not to cumulatively exceed one hundred twenty (120) days by the mutual written agreement of CITY'S City Manager and BORROWER.

ARTICLE 6. PROJECT OPERATION

6.1 OPERATION OF PROJECT. BORROWER shall operate and manage the PROJECT after completion in full conformance with the terms of this Loan Agreement,

which requires that the property be leased to Dignity's Alcove who will operate a transitional housing program on the PROPERTY.

6.2 NONDISCRIMINATION. BORROWER shall not discriminate or segregate in the development, construction, use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the PROJECT or PROPERTY on the basis of race, color, ancestry, national origin, religion, sex, sexual orientation and preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any other arbitrary basis. BORROWER shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

ARTICLE 7. EMPLOYMENT

7.1 EQUAL EMPLOYMENT OPPORTUNITY. BORROWER and any contractors, subcontractors, and professional service providers for the PROJECT shall comply with requirements concerning equal employment opportunity as set forth in Exhibit "D," which are hereby incorporated into this Loan Agreement by this reference, and shall incorporate such provisions in all construction contracts, professional services contracts, and subcontracts for work on the PROJECT.

7.2 ENFORCEMENT OF EMPLOYMENT REQUIREMENTS. In the event of any violation or deficiency with respect to the equal opportunity provisions herein, including failure to provide adequate documentation as specified herein, by BORROWER or by any contractor or subcontractor employed on the PROJECT, CITY, in addition to other rights and remedies afforded by this Loan Agreement or applicable law, may: (1) demand that any non-complying party comply with these requirements; (2) withhold disbursement of Loan proceeds to BORROWER or any contractor or subcontractor until such violations are corrected; (3) impose liquidated damages on the non-complying party in the form of a forfeiture of up to one thousand (\$1,000) or one percent (1%) of the contract, whichever is less, the amount of such forfeiture to be determined solely by CITY; and/or (4) pursue any lawful administrative or court remedy to enforce these requirements. Any non-complying party shall comply with any demand to correct any noncompliance within ten (10) calendar days of said demand; and if full compliance is not possible within ten days, shall commence to correct any non-compliance within the 10 days and completely correct the non-compliance in the shortest time as reasonably possible thereafter.

BORROWER shall monitor and cooperate with CITY in the mutual enforcement of the equal employment opportunity requirements imposed on its contractors and subcontractors, including withholding payments to those contractors or subcontractors who violate these requirements. In the event that BORROWER fails to monitor or enforce the requirements against any contractor or subcontractor provided, CITY may withhold payments to BORROWER, may impose liquidated damages as herein, may take action directly against the contractor or subcontractor as permitted by law, and/or may declare an Event of Default (as defined in Article 10 below) and pursue any of the other remedies available under this Loan Agreement.

ARTICLE 8. INDEMNITY AND INSURANCE

8.1 INSURANCE COVERAGE. BORROWER shall cause to have in full force and effect during the term of the Loan Agreement the insurance coverage specified in Exhibit "C" to this Loan Agreement, which is hereby incorporated into this Loan Agreement by this reference. In addition, BORROWER shall ensure that the general contractor and subcontractors for the Project maintain the insurance coverage specified in Exhibit "C" until the completion of the PROJECT or such other shorter time as CITY approves in writing.

8.2 INSURANCE ADVANCES. In the event BORROWER fails to maintain the full insurance coverage required by this Loan Agreement, CITY, after at least seven (7) business days prior written notice to BORROWER, may, but shall be under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by CITY, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of BORROWER to CITY.

8.3 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. CITY, its officials, employees and agents shall not be personally liable to BORROWER for any obligation created under the terms of these Loan Documents except in the case of actual fraud or willful misconduct by such person.

8.4 INDEMNITY. Except for the sole negligence of CITY, BORROWER undertakes and agrees to defend, indemnify, and hold harmless CITY from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and costs of litigation, damage or liability of any nature whatsoever, arising in any manner by reason of or incident to the performance of this Loan Agreement on the part of the BORROWER or any contractor or subcontractor of BORROWER, whether or not contributed to by an act or omission of the CITY. BORROWER shall pay immediately upon CITY'S demand any amounts owing under this indemnity. The duty of BORROWER to indemnify includes the duty to defend CITY or, at CITY'S choosing, to pay CITY'S reasonable costs of its defense in any court action, administrative action, or other proceeding brought by any third party arising from the PROJECT or the PROPERTY. BORROWER'S duty to indemnify CITY shall survive the term of this LOAN. The parties agree that the duty to defend and the duty to indemnify are separate and distinct obligations.

8.5 USE OF INSURANCE PROCEEDS; CONDEMNATION. In the event of any fire or other casualty to any real property securing the Loan in whole or in part, or eminent domain proceedings resulting in condemnation of such property or any part thereof, such event shall not constitute a default under the Loan Documents and the BORROWER shall have the right to rebuild the affected property, and to use all available insurance or condemnation proceeds to that end, provided that: (a) the available proceeds, together with any funds supplied by BORROWER from other sources, are sufficient to rebuild the affected property in a manner that provides adequate security to the CITY for repayment of the Loan; and (b) no material default then exists under any Loan Documents other than defaults which are a result of a fire or other casualty or condemnation.

ARTICLE 9. HAZARDOUS MATERIALS

9.1 REPRESENTATIONS AND WARRANTIES. BORROWER hereby represents and warrants to the best of its knowledge as of the date of this Loan Agreement and except as previously disclosed and acknowledged in writing by CITY, that (a) the

PROPERTY is not and has not been a site for the use, generation, manufacture, transportation, storage, or disposal of Hazardous Materials; (b) the PROPERTY is in compliance with all applicable environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions ("Hazardous Materials Laws"); (c) there are no claims or actions pending or threatened with respect to the PROPERTY by any governmental entity or agency or any other person relating to Hazardous Materials; and (d) there has been no release or threatened release of any Hazardous Materials on, under, or near the PROPERTY (including in the soil, surface water, or groundwater under the PROPERTY) or any other occurrences or conditions on the PROPERTY or on any other real property that could cause the PROPERTY or any part thereof to be classified as a "hazardous waste property" or as a "border zone property" under California Health and Safety Code sections 25220, et seq., or regulations adopted therewith.

9.2 NOTIFICATION TO CITY. BORROWER shall immediately notify CITY in writing of: (a) the discovery of any concentration or amount of Hazardous Materials on or under the PROPERTY requiring notice to be given to any governmental entity or agency under Hazardous Materials Laws; (b) any knowledge by BORROWER (after verification of the veracity of such knowledge to BORROWER'S reasonable satisfaction) that the PROPERTY does not comply with any Hazardous Materials Laws; (c) the receipt by BORROWER of written notice of any Hazardous Materials claims; and (d) the discovery by BORROWER of any occurrence or condition on the Property or on any real property located within 2,000 feet of the PROPERTY that could cause the PROPERTY or any part thereof to be designated as a "hazardous waste property" or as a "border zone property" under California Health and Safety Code Sections 25220, et seq., or regulations adopted therewith.

9.3 USE AND OPERATION OF PROJECT OR PROPERTY. Neither BORROWER, nor any agent, employee, or contractor of BORROWER, nor any authorized user of the PROJECT or the PROPERTY shall use the PROJECT or the PROPERTY or allow the PROJECT or PROPERTY to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. BORROWER shall comply and cause the PROJECT and the PROPERTY to comply with Hazardous Materials Laws.

9.4 REMEDIAL ACTIONS. If BORROWER has actual knowledge of the presence of any Hazardous Materials on or under the PROJECT or the PROPERTY, BORROWER shall immediately take or cause its tenant to immediately take, at no cost or expense to CITY, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal or other remedial action, if any, required by any Hazardous Materials Laws or by any orders or requests of any governmental entity or agency or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, shall be subject to BORROWER'S right of contest below.

9.5 RIGHT OF CONTEST. BORROWER may contest in good faith any claim, demand, levy or assessment under Hazardous Materials Laws if: (a) the contest is based on a material question of law or fact raised by BORROWER in good faith, (b) BORROWER promptly commences and thereafter diligently pursues the contest, (c) the contest will not materially impair the taking of any remedial action with respect to such claim, demand, levy or assessment, and (d) if requested by CITY, BORROWER deposits with CITY any funds or other forms of assurance CITY in good faith from time to time determines appropriate to protect CITY from the consequences of the contest being unsuccessful and any remedial

action then reasonably necessary. No Event of Default shall be deemed to exist with respect to any claim, demand, levy or attachment being contested by BORROWER under the conditions of this Section 9.5.

9.6 **ENVIRONMENTAL INDEMNITY.** BORROWER shall defend, indemnify, and hold CITY from and harmless against any claims demands, administrative actions, litigation, liabilities, losses, damages, response costs, investigation costs and penalties, including all costs of administrative or legal proceedings and attorney's fees, that CITY may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this Loan Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not BORROWER knew of same) of any Hazardous Materials occurring prior to or during BORROWER'S use of occupancy of the PROPERTY.

ARTICLE 10. DEFAULT AND REMEDIES

10.1 **EVENTS OF DEFAULT.** The occurrence of any of the following events shall, upon giving of applicable notice and expiration of applicable cure period, constitute an "Event of Default" under this Loan Agreement:

A. Monetary. (1) BORROWER'S failure to pay when due any sums payable under the CDBG Note or any advances made under this Loan Agreement; (2) BORROWER'S use of Loan proceeds for costs other than Eligible Costs, or for uses inconsistent with other terms and restrictions in the Loan Documents; (3) BORROWER'S failure to obtain and maintain the insurance coverage required under this Loan Agreement; (4) BORROWER'S failure to make any other payment or assessment due under the Loan Documents;

B. Construction. (1) BORROWER'S substantial deviation in the work of construction specified in the Plans and Specifications submitted to CITY, without CITY'S prior written consent; (2) BORROWER'S use of defective or unauthorized materials or defective workmanship in constructing the PROJECT; (3) BORROWER'S failure to commence or complete construction, without proper justification under the unavoidable delay provision of this Loan Agreement, according to the construction schedule specified in this Loan Agreement; (4) the cessation of construction prior to completion of the PROJECT for a period of more than fifteen (15) continuous calendar days; (5) any material adverse change in the condition of BORROWER or the PROJECT that gives CITY reasonable cause to believe that the PROJECT cannot be constructed by the scheduled completion date according to the terms of this Loan Agreement; (6) the filing of any claim of lien against the PROJECT or the PROPERTY or service on CITY of any stop notice relating to the Loan and the continuance of the claim of lien or stop notice for twenty (20) days after such filing or service without payment, discharge, or satisfaction as provided for in this Loan Agreement; (7) BORROWER'S failure to remedy any deficiencies in record keeping or failure to provide records to CITY upon CITY'S request; (8) BORROWER'S failure to substantially comply with any federal, state, or local laws or applicable CITY restrictions governing construction, including but not limited to provisions of this Loan Agreement pertaining to affirmative action and equal employment opportunity, minority and female-owned business enterprises, disabled access, lead-based paint, and Hazardous Materials;

C. Operation. (1) discrimination by BORROWER on the basis of characteristics prohibited by this Loan Agreement or applicable law; (2) the imposition of any encumbrances or liens on the PROJECT or the PROPERTY without CITY'S prior written approval that are prohibited under this Loan Agreement; (3) any material adverse change in the condition of BORROWER or the PROJECT or permanent financing or funding for the PROJECT that gives CITY reasonable cause to believe that the services cannot be operated according to the terms of the Loan Documents;

D. General Performance of Loan Obligations. Any substantial or continuous breach by BORROWER of any material obligations on BORROWER imposed in the Loan Documents;

E. General Performance of Other Obligations. Any substantial or continuous breach by BORROWER of any material obligations on BORROWER imposed by any other agreements with respect to the financing, development, or operation of the PROJECT or the PROPERTY, whether or not CITY is a party to such agreement;

F. Representations and Warranties. A determination by CITY that any of BORROWER'S representations or warranties made in the Loan Documents, any statements made to CITY by BORROWER, or any certificates, documents, or schedules supplied to CITY by BORROWER were untrue in any material respect when made, or that BORROWER concealed from or failed to disclose a material fact from CITY;

G. Damage to PROPERTY. Material damage or destruction to the PROPERTY of the PROJECT by fire or other casualty, if BORROWER does not take steps to reconstruct the PROJECT to the extent required by the Loan Documents;

H. Bankruptcy, Dissolution, and Insolvency. BORROWER'S or any corporation controlling BORROWER'S (1) filing, voluntarily or involuntarily, for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any involuntary filing brought by another party before the earlier of final relief or sixty (60) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or sixty (60) days after the filing; (4) insolvency; (5) failure, inability or admission in writing of its inability to pay its debts as they become due;

I. Cross Default Provision. Any default in payment or any other terms of any other approved security interest shall constitute a default under the CDBG Note; and

J. Lead-Based Paint. In the event BORROWER allows occupancy of dwelling unit before lead-based paint clearance is obtained, if required, pursuant to Section 5.14 above.

10.2 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. There shall be no notice or cure periods for Events of Defaults which are monetary. For Events of Default which are not exclusively monetary, CITY shall give written notice to BORROWER of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Default, (b) the action required to cure the deficiency, if any action to cure is possible, and (c) a date, which shall not be less than thirty (30) calendar days after the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken.

10.3 CITY'S REMEDIES. Upon the happening of an Event of Default by BORROWER and a failure to cure said Event of Default within the time specified in the notice of Event of Default (if a notice is required), CITY'S obligation to disburse Loan proceeds shall terminate, and CITY may also, in addition to other rights and remedies permitted by the Loan Documents or applicable law, proceed with any or all of the following remedies in any order or combination CITY may choose in its sole discretion:

A. Terminate this Loan Agreement, in which event the entire principal amount outstanding under the CDBG Note, as well as any other monies advanced to BORROWER by CITY including administrative costs, shall immediately become due and payable at the election of the CITY;

B. Bring an action in equitable relief (1) seeking the specific performance by BORROWER of the terms and conditions of the Loan Documents, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

C. Accelerate the Loan, and demand immediate full payment of the principal amount outstanding under the CDBG Note, as well as any other monies advanced to BORROWER by CITY;

D. Enter the PROPERTY and take any actions necessary in its judgment to complete construction of the PROJECT, including without limitation (1) making changes in the Plans and Specifications or other work or materials with respect to the PROJECT, (2) entering into, modifying, or terminating any contractual arrangements (subject to CITY'S right at any time to discontinue work without liability), and (3) taking any remedial actions with respect to Hazardous Materials that CITY deems necessary to comply with Hazardous Materials Laws or to render the PROPERTY suitable for occupancy;

E. Seek appointment from a court of competent jurisdiction of a receiver with the authority to complete construction as needed to preserve CITY'S interest in seeing the PROJECT developed in a timely manner (including the authority to take any remedial actions with respect to Hazardous Materials that CITY or the receiver deems necessary to comply with Hazardous Materials Laws or to render the PROPERTY suitable for occupancy);

F. Order immediate stoppage of construction and demand that any condition leading to the Event of Default be corrected before construction may continue;

G. Disburse from Loan proceeds any amount necessary to cure any monetary Event of Default;

H. With respect to defaults under Hazardous Materials provisions herein, pursue the rights and remedies permitted under California Civil Code Section 2929.5, and California Code of Civil Procedure Sections 564, 726.5, and 736; and

I. Pursue any other remedy allowed at law or in equity.

10.4 BORROWER'S REMEDIES. Upon the fault or failure of CITY to meet any of its obligations under the Loan Documents, BORROWER may:

A. Demand payment from CITY of any sums due BORROWER;

- B. Bring an action in equitable relief seeking the specific performance by CITY of the terms and conditions of the Loan Documents; and
- C. Pursue any other remedy allowed at law or in equity.

ARTICLE 11. GENERAL PROVISIONS

11.1 BORROWER'S WARRANTIES. BORROWER represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable BORROWER to fully comply with the terms of the Loan Documents, and to otherwise carry out the PROJECT, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the PROJECT and to execute the Loan Documents, (4) that the persons executing and delivering the Loan Documents are authorized to execute and deliver such documents on behalf of BORROWER, and (5) that BORROWER will perform the necessary predevelopment tasks to enable construction of the PROJECT to begin within thirty (30) days from the date of the construction loan closing.

11.2 HUD REQUIREMENTS. BORROWER shall remain responsible and accountable for the performance of the terms and conditions of this Loan Agreement, notwithstanding that BORROWER may employ consultants to perform any of its activities. BORROWER will be responsible for complying with federal program and funding requirements of the U.S. Department of Housing and Urban Development "HUD." As a subrecipient of the CDBG funds, BORROWER agrees to comply with HUD requirements set forth in Exhibit "D" which is incorporated as a part of this Loan Agreement.

11.3 PROJECT MONITORING AND EVALUATION. Except as otherwise provided for in this Loan Agreement, BORROWER shall maintain and submit records to CITY within ten (10) business days after CITY'S request which clearly document BORROWER'S performance under each requirement of the Loan Documents.

11.4 CONFLICTS OF INTEREST. BORROWER shall exercise due diligence to ensure that (1) the Mayor, City Manager, or any member of the City Council of the City of Stockton, or anyone related within the third degree to these parties, or (2) any member, officer, employee, or agent of CITY, or any immediate family member of such person, who, with respect to the PROJECT, exercises any functions or responsibilities during his/her tenure or who is in a position to participate in a decision making process or gain inside information, has not obtained or will not obtain an interest in any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

BORROWER warrants, represents, and agrees to exercise due diligence to ensure, that no member, officer, director, or employee of BORROWER who, with respect to the PROJECT, (1) exercises any functions or responsibilities for CITY, (2) is in a position to participate in CITY'S decision making process, or (3) is in a position to gain inside information, has obtained or will obtain a personal or financial interest or benefit from this PROJECT, or any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For purposes of this paragraph only,

"personal or financial interest or benefit" shall not include salaries or other related administrative or personnel costs.

11.5 **POLITICAL ACTIVITY.** None of the funds, materials, property or services contributed by CITY or BORROWER under this Loan Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

11.6 **TERMS OF THIS AGREEMENT.** The Loan Documents shall commence on the date set forth above and remain in full force and effect throughout the term of this Loan.

11.7 **GOVERNING LAW.** The Loan Documents shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

11.8 **STATUTORY REFERENCES.** All references in the Loan Documents to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the City of Stockton shall be deemed to include the same statute, regulation, ordinance, or resolution as hereafter amended or renumbered, or if repealed, to such other provision as may thereafter govern the same subject as the provision to which specific reference was made.

11.9 **ATTORNEYS' FEES AND COSTS.** In the event any Event of Default or any legal or administrative action is commenced to interpret or to enforce the terms of the Loan Documents, the prevailing party in any such action shall be entitled to recover all reasonable attorneys' fees (which as to any party shall include the allocated reasonable costs for services of any party's in-house counsel and/or private counsel) and costs in such action.

11.10 **TIME.** Time is of the essence in these Loan Documents.

11.11 **CONSENTS AND APPROVALS.** Except as expressly provided herein, any consent or approval of CITY or BORROWER required under the Loan Documents shall not be unreasonably withheld. Any approval required under the Loan Documents shall be in writing and executed by an authorized representative of the party granting the approval.

11.12 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between BORROWER and CITY shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by a commercial delivery service which provides a signed receipt for delivery or delivered personally, to BORROWER and CITY as follows:

CITY: City of Stockton
Economic Development Department
425 North El Dorado Street, 3rd Floor
Stockton, CA 95202
Attn: Director

BORROWER: Christopher Bennitt
Post Office Box 8346
Stockton, CA 95208

11.13 BINDING UPON SUCCESSORS. All provisions of these Loan Documents shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this Section does not waive any prohibition on assignment of this Loan Agreement by BORROWER without CITY'S consent.

11.14 RELATIONSHIP OF PARTIES. The relationship of BORROWER and CITY for this PROJECT under this Loan Agreement is and at all times shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. CITY neither undertakes nor assumes any responsibility or duty to BORROWER (except as provided for herein) or any third party with respect to the PROJECT, the PROPERTY, or the LOAN. Except as CITY may specify in writing, BORROWER shall have no authority to act as an agent of CITY or to bind CITY to any obligation.

11.15 ASSIGNMENT AND ASSUMPTION. BORROWER shall not assign any of its interests under this Loan Agreement or the Loan Documents to any other party, except in connection with a transfer of the PROJECT or the PROPERTY which is specifically permitted under the terms of the Loan Documents, without the prior written consent of CITY. Any unauthorized assignment shall be void.

11.16 WAIVER. Any waiver by CITY of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by CITY to take action on any breach or default of BORROWER or to pursue any remedy allowed under the Loan Documents or applicable law. Any extension of time granted to BORROWER to perform any obligation under the Loan Documents shall not operate as a waiver or release from any of its obligations under the Loan Documents. Consent by CITY to any act or omission by BORROWER shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for CITY'S written consent to future waivers.

11.17 INTEGRATION. This Loan Agreement and the other Loan Documents, including exhibits, executed by BORROWER for the PROJECT or the PROPERTY, contain the entire agreement of the parties and supersede any and all prior negotiations.

11.18 OTHER AGREEMENTS. BORROWER represents that it has not entered into any agreements that are inconsistent with the terms of the Loan Documents. BORROWER shall not enter into any agreements that are inconsistent with the terms of the Loan Documents without an express waiver by CITY in writing.

11.19 AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to the Loan Documents must be in writing, and shall be made only if executed by both BORROWER and CITY.

11.20 ACTION BY THE CITY. Except as may be otherwise specifically provided herein, whenever any approval, notice, directions, consent, request, or other action by the CITY is required or permitted under this Loan Agreement, such action may be given, made, or taken by the CITY's City Manager, or any person who shall have been designated in writing to the BORROWER by the CITY's City Manager, without further approval by the City Council. Any such action shall be in writing. Notwithstanding this provision, the City Council shall consider and approve (a) any extension of the scheduled maturity date of the Loan; (b) increases in the original principal amount of the Loan except for increases

resulting from advances made by CITY, following written notice to BORROWER, for payment of taxes or insurance or other costs or charges in order to preserve and protect CITY'S security; (c) modification of the interest rate applicable to the Loan resulting from amendment or modification of the Loan Documents after the date of this Loan Agreement; or (d) changes in the amortization of the Loan.

11.21 NO THIRD-PARTY BENEFICIARIES. All of the provisions of the Loan Documents are intended to bind and benefit only the CITY and the BORROWER, and their respective permitted successors and assigns. It is not intended that any provisions of this Loan Agreement benefit, and shall not be construed that any provisions of this Loan Agreement benefit nor shall said agreement be enforceable by any tenant, prospective tenant, creditor, contractor, or other third party.

11.22 SEVERABILITY. Every provision of this Loan Agreement is intended to be severable. If any provision of this Loan Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.23 AUTHORITY TO EXECUTE. The undersigned represent and warrant they are each authorized by the parties to execute this Loan Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Loan Agreement as of the date first above written.

Christopher Bennitt

By _____

PRINTED NAME

TITLE

ATTEST:

City of Stockton, a municipal corporation

By: _____
BONNIE PAIGE
City Clerk

BOB DEIS
City Manager

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF STOCKTON, COUNTY OF SAND JOAQUIN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 10 and 12 in Block 23, EAST OF CENTER STREET, in the City of Stockton, according to the Official Map or Plat thereof.

APN: 149-130-10



EXHIBIT "B"

PROJECT BUDGET

**133 S. CALIFORNIA STREET
CITY OF STOCKTON CDBG PROJECT**

CATEGORY	CITY	BORROWER	TOTAL
Permits and Fees	\$ 3,270	\$ 1,500	\$ 4,770
Architectural and Design Fees	\$ 11,100	\$ 2,500	\$ 13,600
Ground Floor Improvements	\$ 65,570	\$ 8,000	\$ 73,570
Elevator Structure	\$ 100,490	\$ 18,000	\$ 118,490
Exterior Improvements	\$ 38,590	\$ 33,560	\$ 72,150
Grease Trap	\$ 8,300	\$ 0	\$ 8,300
Sewer/Grease Systems	\$ 8,050	\$ 0	\$ 8,050
Electrical Improvements	\$ 53,500	\$ 14,000	\$ 67,500
ADA Conversion	\$ 9,000	\$ 10,000	\$ 19,000
General to Project	\$ 17,130	\$ 0	\$ 17,130
Contractor Overhead/Profit	\$ 35,000	\$ 0	\$ 35,000
TOTAL	\$ 350,000	\$ 87,560	\$ 437,560

EXHIBIT "C"

INSURANCE REQUIREMENTS

Before Loan disbursement and issuance of a notice to proceed, Borrower shall deliver to Lender certificate(s) of insurance, and shall maintain such coverage in full force and effect during construction of the Project.

1. Minimum Limits of Insurance

General Liability Limits: \$2,000,000 General Aggregate and \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

Other Insurance Provisions Pertaining to General Liability: The City of Stockton, its officers, officials, employees, and volunteers are to be named as an additional insured on a separate endorsement which must accompany the certificate of insurance.

Automobile Liability Limits: \$1,000,000 combined single limit

Workers Compensation and Employer's Liability Limits: \$1,000,000
Each Accident

2. General Conditions

During the term of this Agreement and without limiting the Borrower's indemnification of the City, the Borrower shall provide and maintain at its own expense insurance having the limits customarily carried and actually arranged by the Borrower but not less than the amounts and types listed above covering its operations hereunder. All insurance shall be subject to the following conditions:

a. Additional Insured/Loss Payee

The City, their boards, officers, agents and employees shall be included as additional insured's by separate endorsement in all liability insurance policies except: Workers' Compensation/ Employer's Liability and second-party Legal Liability coverages (such as Fire Legal) and Owners and Contractors Protective Liability, in which latter case the City shall be the named insured. The City shall be named loss payee as its interest may appear in all required property, fidelity or surety coverages.

b. Insurance Requirements

All insurance required hereunder shall conform to City requirements established by charter, ordinance or policy and shall be filed with the City Administrative Services Division for review.

During the period of construction, Borrower must obtain or cause to be obtained a builder's risk or equivalent policy covering damage or loss up to the value of labor and materials and naming the City as loss payee as its interest may appear.

After completion of the Project, Borrower must cause to be issued a physical damage insurance policy covering the replacement value of the property as mutually agreed between Borrower and insurer with a lender's loss payable endorsement listing the City and Borrower as the loss payees as their interests may appear. This policy must remain in effect throughout the term of the Loan.

c. Primary Insurance

Such insurance shall be primary with respect to any insurance maintained by City and shall not call on the City's insurance for contributions.

d. Admitted Carrier/Licensed California Broker

Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in California with an A+ or better California admitted insurance company and approved by the City.

e. 30-Day Notice

With respect to the interests of City such insurance shall not be canceled, or materially reduced in coverage or limits, or non-renewed except after thirty (30) days written notice by receipted delivery (e.g. certified mail-return receipt, courier or telegram) has been given to the City by the carrier(s).

f. Prior Approval

Evidence of insurance shall be submitted to and approved by the City Attorney and the City Administrative Services Division prior to commencement of any work or tenancy under this Agreement.

g. Acceptable Evidence

The appropriate City special endorsement forms are the preferred forms of evidence of insurance. Alternatively, Borrower may submit two (2) certified copies of the full policy or other evidence acceptable to the City Attorney containing language that complies with subparagraphs (a) through (f) above.

With respect to liability insurance, either a signed copy of the policy declaration page or a letter from Borrower's insurance broker certifying coverage, together with a 30-day cancellation notice endorsement in favor of the City as specified in subparagraph "e" of this section will satisfy this requirement.

h. Severability of Interest

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom ever the claim or suit is brought. The inclusion of any person or organization, as an insured, shall not affect any right which such person or organization would have as a claimant if not so included.

i. Renewal

Once the insurance has been approved by the City, evidence of renewal of an expiring policy may be submitted on a manually signed certificate of insurance. If the policy or carrier has changed, however, new evidence as specified in paragraphs (a) through (h) above, must be submitted.

j. Proceeds

All proceeds of insurance with respect to loss or damage to the Project during the term of the Loan shall be payable, under the provisions of the policy of insurance, jointly to the Borrower, the construction lender(s) and the City, and said proceeds shall constitute a trust fund to be used for the restoration, repair or rebuilding of the Project in accordance with plans and specifications approved in writing by the City. To the extent that such proceeds exceed the cost of such restoration, repair or rebuilding, such proceeds shall be applied first to repay the construction lenders, second to repay the Loan, and third to repay the Loan to Borrower from the City. In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, the Borrower shall have the right to rebuild the Project, and to use manner that provides adequate security to the City for repayment of the Loan or if such proceeds are insufficient then the Borrower shall have funded any deficiency, (b) the City shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar

arrangement, and (c) no material default then exists under the Loan. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to the City for repayment of the remaining balance of the Loan.

3. Worker's Compensation

By signing this Agreement, the Borrower hereby certifies that it is aware of the provisions of Section 3700, et seq., of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and that it will comply and require the Borrower to comply with such provisions before commencing the performance of the work of this Agreement.

4. Aggregate Limits/Blanket Coverage

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of the Borrower not related to this Agreement, the Borrower shall give the City prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in Borrower's best judgment may diminish the protection such insurance affords City. Further, Borrower shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. The City may specify a minimum acceptable aggregate for each line of coverage required.

5. Modification of Coverage

Upon advice from the City Administrative Services Division, the City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving the Borrower forty-five (45) days advance written notice of such change. If such change should result in substantial additional cost to Borrower, the City agrees to negotiate additional compensation proportional to the increased benefit to the City.

6. Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost as determined by the City. Non-availability or non-affordability must be documented by a letter from Borrower's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the

declinations or quotations received from each.

Within the foregoing constraints, Borrower's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which the City may immediately suspend or terminate this Agreement or, at either of their discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Borrower to the City upon demand or it may offset the cost of the premiums against any monies due to the Borrower from the City.

7. Underlying Insurance

Borrower shall be responsible for requiring indemnification and insurances it deems appropriate from its employees receiving mileage allowance and from its consultants, agents and subcontractors, if any, to protect Borrower's and City's interests and for ensuring that such persons comply with any applicable insurance statutes. Borrower is encouraged to seek professional advice in this regard.

EXHIBIT "D"

HUD REQUIREMENTS ASSOCIATED WITH THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

I. RECORDKEEPING

- A. RECIPIENT shall establish and maintain sufficient records in their original form to enable HUD to determine whether RECIPIENT has met the requirements of 24 CFR 570, Community Development Block Grant Program. Records in their original form pertaining to matters covered by Agreement shall, at all times, be retained within the Stockton Area, unless authorization to remove them is granted in writing by CITY.
- B. At all reasonable times and following reasonable notice to the RECIPIENT, any duly authorized representative of the CITY or the Auditor General of the State of California shall have access to and the right to inspect, copy, audit and examine all such books, records, accounts, reports, files and other documents of the RECIPIENT until completion of all close-out procedures and final settlement and conclusion of all issues.
- C. The RECIPIENT shall furnish such statements, records, reports, including litigation reports, data and other information as the CITY may from time to time reasonably request.
- D. The RECIPIENT shall retain non-discrimination records on tenants and applicants for tenancy for a least twenty-five (25) months following the date the record was made. All other records that are required to be retained under this section shall be retained for a period of three (3) years after termination of Agreement and all other pending matters are closed. "Pending Matters" include, but are not limited to, an audit, litigation, or other actions involving records until such time as audit findings have been resolved, whichever is later. CITY may, at its discretion, take possession and retain said records.
- E. At a minimum, the following records are needed:
 - 1. Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location, the amount of funds budgeted, obligated and expended for the activity and the eligibility provision. Such documentation must include, to the extent applicable, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), and/or other documentation appropriate to the nature of the activity.

2. Records demonstrating that each activity undertaken meets one of the mandated national objectives, set forth in 24 CFR 570.208. Such records shall include the following information:
 - a. The income characteristics of families and unrelated individuals in the service area.
 - b. For each activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low and moderate income persons:
 - (i). Documentation establishing that the facility or service is designed for, and used by, senior citizens, handicapped persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers (presumptive low/mod benefit);
 - (ii). Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or
 - (iii). Data showing the size and annual income of the family of each person receiving the benefit.
 - c. For each activity determined to benefit low and moderate income persons based on the creation of jobs, the RECIPIENT shall provide:
 - (i). A copy of a written agreement from each assisted business containing:
 - (ii). A commitment by the business that it will make at least 51 percent of the jobs available to low and moderate income persons, and will provide training for any of these jobs requiring special skills or education;
 - (iii). A listing by job title of the permanent jobs to be created, which jobs require special skills or education, and which jobs are part-time, if any, and,

- (iv) A description of actions to be taken by RECIPIENT and business to ensure that low/mod income persons receive first consideration for these jobs.
 - (v) A listing by job title of the permanent jobs filled, and which jobs of those were available to low/mod income persons, and a listing of low/mod income persons interviewed for a particular job; and which low and moderate income persons were hired.
- d. For each activity determined to benefit low and moderate income persons based on the retention of jobs:
- (i) Evidence that, in the absence of CDBG assistance, jobs would be lost;
 - (ii) For each business assisted, a listing by job title of permanent jobs retained;
 - (iii) For each retained job claimed to be held by a low/mod income person, information of the size and annual income of the person's family.
- e. For each activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which qualified an area as a slum or blighted area:
- (i) The boundaries of the area; and
 - (ii) A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the slum and/or blight criteria.
- f. For each activity determined to meet a community development need having a particular urgency:
- (i) Documentation concerning the nature and degree of seriousness of the condition, requiring assistance;
 - (ii). Certification that the activity was designed to address the urgent need;

- (iii). Information on the timing of the development of the serious condition; and
 - (iv). Evidence confirming that other financial resources to alleviate the need were not available.
- 3. Records which demonstrate that an eligibility determination was made as prescribed in 24 CFR 570.201 (Determination made by CITY and provided to RECIPIENT).
- 4. Records related to real property acquired or improved in whole or in part using CDBG funds in excess of \$25,000; Certification that RECIPIENT will not change the use, or planned use, of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, for five years after the closeout of the grant, unless the RECIPIENT provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change, and either; the new use of such property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or

Property is disposed of in a manner which results in the amount of the current fair market value of the CDBG-funded acquisition or improvement, and RECIPIENT'S CDBG Program is reimbursed in this amount.
- 5. Record of agreements with subrecipients indicating, at a minimum, the requirements of this agreement, and the following:
 - a. In accordance with 24 CFR 85.43, suspension or termination may occur if the subrecipient materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.
- 6. Where applicable, conditions prescribed in 24 CFR 570.200 (j) for the use of funds by religious organizations.
- 7. Record of compliance with Fair Housing and Equal Opportunity requirements indicating:
 - a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds.

- b. Data on employment in each of the RECIPIENT's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part.
8. Data indicating the race and ethnicity of households (and gender of single heads of households) displaced as a result of CDBG-funded activities, together with the address and census tract of the housing units to which each displaced household relocated.
9. Documentation of actions undertaken to meet the requirements relative to the hiring and training of low-and moderate-income persons and the use of local businesses.
10. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, and the amount of the contract or subcontract, and documentation of RECIPIENT's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.
11. Documentation of the affirmative action measures the RECIPIENT has taken to overcome prior discrimination, where the courts or HUD have found that the RECIPIENT has previously discriminated against persons on the ground of race, color, national origin or sex in administering a program or activity funded in whole or in part with CDBG funds.

II. REPORTS

- A. RECIPIENT shall submit the following performance and/or evaluation report to City to facilitate mandated reporting to HUD:

1. An annual report of progress and accomplishments for all funded activities, to include a quantitative list of activity beneficiary type(s);
2. An annual equal employment opportunity report (HUD/EEO-4) on RECIPIENT employment, containing data as of June 30;
3. A semiannual Minority Business Enterprise Report by March 30, indicating contract and subcontract activity during the first half of the fiscal year and, by September 30, a report on such activity during the second half of the year.
4. RECIPIENT may be required to submit such other reports and information as HUD determines are necessary to carry out its responsibilities.
5. If RECIPIENT's reports or other documentation are not submitted as required, CITY reserves the right to withhold payment to RECIPIENT, or to impose other sanctions, at CITY's sole discretion.

III. PROGRAM INCOME

Pursuant to 24 CFR 570.504 (c), RECIPIENT shall inform CITY of any program income generated by expenditure of CDBG funds. Program income earned by RECIPIENT is to be returned to CITY or retained by RECIPIENT. Where program income is to be retained by RECIPIENT, program income may be used only for eligible activities, subject to all applicable requirements governing the use of CDBG funds. When RECIPIENT retains program income, program income shall be substantially disbursed before additional drawdowns of grant funds are made for the same activity. Upon close-out or change in status, RECIPIENT shall return to CITY all program income on hand and received subsequent to close out or change in status.

IV. ADMINISTRATION

As the primary general-purpose local government unit under the Housing and Community Development Act of 1974, as amended, it shall be the responsibility of CITY to apply for grants, to administer all funds received, and to undertake or assist in undertaking essential community development and housing assistance activities.

- A. CITY shall maintain records in accordance with applicable statutes and regulations and with approved accounting procedures, and said records shall be available for public inspection at all times.
- B. CITY and RECIPIENT shall take all required actions necessary to comply with:

1. Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws, and;
2. Provision of the National Environmental Policy Act of 1969.

V. REVERSION OF ASSETS

RECIPIENT and any of its subrecipients shall, at the expiration of the CDBG grant, transfer to CITY any CDBG funds on hand at the time of expiration, and any accounts receivable attributable to the use of CDBG funds.

VI. ENVIRONMENTAL IMPACT REPORT

To the extent that environmental review under the California Environmental Quality Act is required with respect to activities under this Loan Agreement, the CITY shall review such report or document. RECIPIENT shall provide all information, assistance, and cooperation necessary to prepare such report or document. RECIPIENT warrants that it has not and shall not take any action which might have a material adverse environmental effect, limit the choices among competing environmental alternatives, or alter environmental premises upon which the CITY's environmental findings are based. RECIPIENT agrees not to undertake any activity having a potential adverse environmental effect until such time as the CITY has advised RECIPIENT that it has completed and necessary environmental assessment of the Project in accordance with the necessary National Environmental Protection Act.

VII. AUDITS

- A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, Auditor General of the State of California or City may deem necessary, RECIPIENT shall make available for examination all of its records.
- B. RECIPIENT shall conduct or have conducted on an annual basis and within six (6) months after the close of RECIPIENT's fiscal year, an audit. The audit is to be conducted annually on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the Federal grant and this Agreement.
 1. RECIPIENT's expending funds of \$300,000 or more in a year in Federal awards shall have a single or program-specific audit

conducted for that year in accordance with the provisions of OMB Circular A-133.

2. RECIPIENT, no later than fifteen (15) days of receipt of the final audit report and within six (6) months after the close of RECIPIENT's fiscal year, shall submit a copy of the report to CITY.

- C. In the event RECIPIENT has only Performance Based or Fixed Unit Price Contracts, a written request may be made to CITY for permission to have an annual audit performed using alternative audit requirements.

The alternative audit requirements of CITY require an audit that shall result in the following reports from the independent auditor:

1. Report on the Schedule of Federal Financial Assistance (Grant funds earned through contract performance);
2. Report on internal controls (accounting and Administrative) that were evaluated, the scope of the auditor's assessment work and any significant weaknesses found;
3. Opinion on compliance with contract provisions and specific requirements applicable to Federal financial assistance;
4. Report on compliance with general requirements applicable to Federal financial assistance; and
5. Schedule of findings and questioned costs.

- D. CITY reserves the right to impose any or all of the following sanctions for RECIPIENT's failure to comply with the requirements of the Single Audit Act and the provisions of this Agreement.

1. Withholding a percentage of Federal awards until the audit is completed satisfactorily
2. Withholding or disallowing overhead costs
3. Suspending Federal awards until the audit is conducted; or
4. Terminating the Federal award

VIII. EQUIPMENT RECORDS

Non-expendable personal property (herein referred to as "EQUIPMENT") acquired pursuant to this Agreement, shall be properly maintained and accounted for as set forth below.

- A. A record shall be maintained and forwarded to CITY for each item of EQUIPMENT acquired for the program upon receipt of EQUIPMENT. EQUIPMENT is non-expendable property which is not consumed or does not lose its identity by being incorporated into another item of EQUIPMENT which costs \$100 or more per unit, or is expected to have a useful life of one (1) year or more. A grouping of like items, such as chairs, with an aggregate cost in excess of \$100 shall also be controlled and accounted for as EQUIPMENT even though the cost of a single item is less than \$100. The record shall include:
1. description of the item of equipment, including model and serial number, if applicable;
 2. date of acquisition;
 3. the acquisition cost or assigned value to the program; and,
 4. source of acquisition.

IX. SUBRECIPIENT AGREEMENT

Pursuant to 24 CFR 570.501 (b), subrecipient is subject to the same requirements applicable to RECIPIENT, including the requirement of a written agreement set forth in 24 CFR 570.503.

X. DRUG-FREE WORKPLACE CERTIFICATE

RECIPIENT will provide a drug-free workplace as mandated by the Drug-Free Workplace Act by:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the RECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace;

2. The RECIPIENT's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
- D. Notifying the employee in the statement required by paragraph 1 that as a condition of employment under the grant the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer in writing of is or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the CITY in writing, within ten calendar days after receiving notice under subparagraph D. (2.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees much provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking on the following actions, within 30 calendar days of receiving notice under subparagraph D. (2.), with respect to any employee who is so convicted:
1. taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 2. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, Sate, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A,B,C,D,E, and F.

XI. NON-DISCRIMINATION

- A. No person shall on the grounds of race, color, religion creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, familial status, pregnancy, childbirth or related medical condition, acquired immune deficiency syndrome (AIDS), acquired or perceived, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Project. For purposes of this Section, Title 24 Code of Federal Regulations Section 570.601(b) defines specific discriminatory actions which are prohibited and corrective action which shall be taken in situations as defined.
- B. RECIPIENT shall comply with the nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and CITY. In performing this Loan Agreement, RECIPIENT shall not discriminate in its employment practices against any employee, or applicant for employment because of such person's race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency syndrome (AIDS), acquired or perceived, familial status, pregnancy, childbirth or related medical condition. RECIPIENT shall comply with the provisions of the City of Stockton M/W/DVBE Program requirement and Affirmative Marketing Policy. Any subcontract entered into by RECIPIENT relating to this Loan Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

XII. EQUAL OPPORTUNITY

Pursuant to Executive Order 11246 and implementing regulations at 41 CFR Part 60, the RECIPIENT, for itself and its successors and assigns, agrees that:

- A. RECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency syndrome (AIDS), acquired or perceived, familial status, pregnancy, childbirth or related medical condition. RECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency syndrome (AIDS), acquired or perceived, familial status, pregnancy, childbirth or related medical condition. Such action shall include, but not be limited to,

the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. RECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. RECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency syndrome (AIDS), acquired or perceived, familial status, pregnancy, childbirth or related medical condition.
- C. RECIPIENT shall send a notice to each labor union or representative of workers with which RECIPIENT has a collective bargaining agreement or other contract or understanding, advising the labor union or worker's representative of RECIPIENT's commitments under Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. RECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. RECIPIENT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of HUD pursuant thereto and will permit access to RECIPIENT's books, records and accounts by the CITY, the Secretary of HUD, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of RECIPIENT's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, following notice and an opportunity to cure as provided in below, this Loan Agreement may be canceled, terminated, or suspended in whole or in part and RECIPIENT may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized by Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- G. RECIPIENT shall include the provisions of Paragraphs (1) through (6) of this Section in every contract or purchase order, and will require the inclusion of

these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. RECIPIENT will take such action with respect to any construction contract, subcontract, or purchase order as the CITY or HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first two lines of this subsection shall be changed to read "During the performance of this Contract, RECIPIENT agrees as follows:" and the term "RECIPIENT" shall be changed to "Contractor."

- H. Except as provided in California Government Code Section 12940, et seq., RECIPIENT shall not engage in the following prohibited employment practices: Refusal to hire or employ any person or refusal to select any person for any training program leading to employment, or to bar or to discharge such person from employment or from such training program leading to employment, or discriminate against such person in compensation or in terms, conditions or privileges of employment because of race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency syndrome (AIDS), acquired or perceived, familial status, pregnancy, childbirth or related medical condition.

XIII. EMPLOYMENT OPPORTUNITIES FOR BUSINESS AND LOWER-INCOME PERSONS

- A. The work to be performed under this Loan Agreement is on a Project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. hereinafter referred to as "Section 3." Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the Project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the Project.
- B. The parties to this Loan Agreement shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in Title 24 CFR, Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Loan Agreement. The parties to this Loan Agreement certify and agree that they are under no

contractual or other disability which would prevent them from complying with these requirements.

- C. RECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- D. RECIPIENT shall include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or RECIPIENT of, Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. RECIPIENT shall not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under Title 24 CFR Part 135 and will not subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Compliance with the provisions of Section 3, the regulations set forth in Title 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Loan Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or RECIPIENT for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject RECIPIENT and its subcontractors, its successors, and assigns to those sanctions specified by this Loan Agreement or contract through which federal assistance is provided, and to such sanctions as are specified by Title 24 CFR Part 135.

XIV. OBLIGATION TO REFRAIN FROM DISCRIMINATION

There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency (AIDS) acquired or perceived, familial status and handicap, pregnancy, childbirth or related medical condition, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, or any part thereof, nor shall RECIPIENT or any person claiming under or through, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, licenses, or vendees of the Project.

XV. FORM OF NONDISCRIMINATION AND NONSEGREGATION CLAUSES

- A. RECIPIENT shall refrain from restricting the rental, sale or lease of the property on the basis of race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency (AIDS), acquired or perceived, familial status and handicap, pregnancy, childbirth or related medical condition. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:
1. In deeds: "The Grantee herein covenants by and for himself/herself, his/her heirs, executors, administrators and assigns, and all persons claiming under or through him/her, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency (AIDS), acquired or perceived, familial status and handicap, pregnancy, childbirth or related medical condition in the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of the land herein conveyed, no shall the grantee himself/herself or any person claiming under or through him/her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, licenses or vendees of the land herein conveyed. The foregoing covenants shall run with the land."
 2. In leases: "The lessee herein covenants by and for himself/herself, his/her heirs, executors, administrators and assigns, and all persons claiming under or through him/her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency (AIDS), acquired or perceived, familial status and handicap, pregnancy, childbirth or related medical condition in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee himself/herself or any person claiming under or through him/her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein leased."

3. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age marital status, mental condition, blindness or other physical disability, acquired immune deficiency (AIDS), acquired or perceived, familial status and handicap, pregnancy, childbirth or related medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself/herself or any person claiming under or through him/her, establish or permit any such practice or practices of discrimination or segregation with reference to the lessees, subtenants, sublessees, or licenses vendees of the land."

XVI. COMPLIANCE REQUIREMENTS FOR CDBG FUNDS

RECIPIENT shall use monies received pursuant to this Agreement in conformity with the applicable provisions of Volume 24, Code of Federal Regulations, Part 570, issued by the Department of Housing and Urban Development of the United States.

XVII. LOCAL, STATE AND FEDERAL LAWS

- A. RECIPIENT shall carry out the Project in conformity with all applicable laws, including all applicable federal and state labor standards. RECIPIENT shall be responsible for complying with all applicable City, County and State building codes, and planning and zoning requirements, and shall take all necessary steps so that the development of the Site and the construction, use, operation, and maintenance of the Improvements thereon in accordance with the provisions of this Loan Agreement shall be in conformity with applicable zoning and General Plan requirements, and that all applicable environmental mitigation measures and other requirements shall have been complied with.
- B. RECIPIENT shall carry out the administration of this Loan Agreement in conformity with all applicable laws, including, but not limited to the following applicable federal and state laws:
 1. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-20 (Public Law 90-284) and implementing regulations at 24 CFR Part 107.
 2. Section 109 of Title I of the Housing and Community Development Act of 1975.
 3. Executive Order 11063 and regulations at 24 CFR Part 107.

4. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and regulations at 24 CFR Part 1.
 5. The Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations at 24 CFR Part 146.
 6. Section 504 of the Rehabilitation Act of 1973. 29 U.S.C. 794 and implementing regulations at 24 CFR Part 8.
 7. Architectural Barriers Act of 1968, 42 U.S.C. 4151-4157.
 8. Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 and implementing regulations at 24 CFR Part 35.
 9. Executive Order 12372 and implementing regulations at 24 CFR Part 52.
 10. Flood Disaster Act of 1973, 42 U.S.C. 4001, et seq.
 11. Drug Free Workplace Act of 1988, P.L. 100-690, Title V, Subtitle D.
 12. Architectural Barriers Act of 1968, 42 U.S.C. 4151-4157.
 13. Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. 4601, et seq. and 24 CFR Part 42.
 14. Office of Management and Budget ("OMB") Circulars A-87, A-122 and A-133 Audits of State and Local Government, and implementing regulations at 24 CFR Part 44 and 24 CFR Part 84.
 15. Applicability of Uniform Administrative Requirements at 24 CFR Part 570.502.
 16. City and Other Governmental Agency Permits
- C. Before commencement of any work on the Project, RECIPIENT shall secure or shall cause to be secured, and at all times maintain, any and all permits, approvals and reviews which may be required by the CITY or any other governmental agency. RECIPIENT shall pay such fees as may be required in connection therewith.
- D. The Project shall be developed in accordance with applicable State and local building codes or, in the absence of such codes, in accordance with a nationally recognized model building code.

XVIII. CONFLICT OF INTEREST

No member, officer or employee of RECIPIENT or its designees or agents who exercises any function of responsibility with respect to the Project during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. RECIPIENT shall incorporate in all subcontracts provisions prohibiting such interest in accordance with 24 CFR 570.611 of the Regulations of the Department of Housing and Urban Development.

XIX. MINORITY/WOMEN'S BUSINESS ENTERPRISES REQUIREMENTS

- A. This Agreement is subject to the minority and women's business enterprises ("MBE/WBE") requirements set forth in Executive Order 12432, Executive Order 11625, and Executive Order 12138, and all other applicable Federal, State and local laws, regulations and policies relating to equal employment and contract opportunities, including laws hereinafter enacted.
- B. In all CDBG services solicitation, CITY's Compliance Officer shall ensure that (whether by bid, RFP or RFQ) RECIPIENT shall take all reasonable steps necessary to encourage the participation of minority-owned and female-owned businesses. Such steps may include, but are not limited to:
1. Attend a pre-bid meeting outlining Contract Compliance/Affirmative Action for MBE's and WBE's.
 2. Obtaining the Minority and Women's Business Enterprises Registry from the CITY's Contract Compliance Officer to ensure such contractors receive an invitation to bid.
 - 3.. Advertising the invitation to bid or to submit proposals from minority and women subcontractors/suppliers in Stockton in a newspaper of general circulation. This advertisement must be published at least two (2) weeks prior to the bid opening. Advertisements can be placed with any of the following:
 - (i). Any minority and women trade association publication;
 - (ii). Any local newspaper;
 - (iii). Any local minority paper;
 - (iv). Daily construction trade paper; and
 - (v). Local construction trade paper.

4. Reviewing the telephone directory or professional organization membership lists and documenting direct contact with minority-owned or female-owned businesses for specialized trades and services and inviting such firms to bid. Document by summary your efforts to encourage minority- and women-owned firms to bid the project. This summary could include a list of those minority firms and women businesses who did not respond and a log of telephone calls to follow up initial solicitation.

XX. FEDERAL LABOR STANDARD

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, RECIPIENT and all subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement agree to comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen. If wage rates higher than those required under such regulations are imposed by State or local law, nothing hereunder is intended to relieve RECIPIENT of its obligations, if any, to require payment of the higher rates. RECIPIENT shall cause or require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of the Federal Labor Standards Provision. No award of the contracts covered under this section of this Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulation of the Department of Labor to receive an award of such contract.

XXI. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

- A. RECIPIENT shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement.
- B. Prevailing Wage/Davis Bacon Rates – RECIPIENT will insure that the prime contractor to whom the contract is awarded and any subcontractor must pay the general prevailing wage rates or Davis Bacon wage rates, if applicable, as ascertained from time to time which shall be applicable to this project.
- C. RECIPIENT will insure that the contractor performing the work shall be responsible for obtaining a copy of the State wage rate or Davis-Bacon wage rate determination. The contractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work. In those projects where federal funds and state or local funds are involved, as indicated by referenced to or the inclusion of the Federal Wage Determination and State

Prevailing Wage Determination in these contract documents, the minimum wages to be paid shall be the highest of either the state or federal prevailing wage rates. In those projects where only federal funds are involved, as indicated by referenced to or the inclusion of the Federal Wage Determinations only, wages to be paid shall be federal prevailing wage rates.

- D. If the Federal Wage Determination is modified between the date of project advertisement and ten (10) days prior to the bid opening date, a letter of clarification will be issued and will include the latest modification.
- E. RECIPIENT will insure that the contractor shall be responsible for coordinating the interviewing process of individual trades workers by designated CITY staff.
- F. RECIPIENT will insure that the contractor shall be responsible for submitting weekly payroll documentation to designated CITY staff.

XXII. WORKER'S COMPENSATION INSURANCE

In all operations connected with the work herein specified, the RECIPIENT shall observe the provisions of Section 3700, et seq., of the Labor Code, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code before commencing the performance of the work of this Agreement.

XXIII. EXECUTIVE ORDER 11246

RECIPIENT shall comply with the full provisions of Executive Order 11246 in all phases of contracting and employment involving Federally-assisted construction contracts and subcontracts. Executive Order 11246 non-discrimination and affirmative action relating to advertising, recruitment, employment and termination.

XXIV. HATCH ACT

RECIPIENT agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

Allison Aube

From: Lorraine_Islas
Sent: Friday, August 24, 2012 3:06 PM
Subject: 133 S. California St Note

Allison Aube

From: Lorraine_Islas
Sent: Friday, August 24, 2012 3:06 PM
Subject: 133 S. California St Regulatory Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Stockton Economic Development Department
425 North El Dorado Street, 3rd Floor
Stockton, CA 95202

APN: 149-130-10

NO FEE DOCUMENT GOVERNMENT CODE § 27383

**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "AGREEMENT") is made and entered into as of this _____ day of _____, 2012, by and among the City of Stockton, a municipal corporation (the "CITY"), and Christopher Bennitt, (the "BORROWER").

RECITALS

A. The CITY has received Community Development Block Grant Program Funds (the "CDBG Funds") from the United States Department of Housing and Urban Development ("HUD").

B. The CITY has entered into a Loan Agreement (the "Loan Agreement") with BORROWER under which the CITY will loan \$350,000 of CDBG Funds (the "CDBG Loan") for the rehabilitation of the property located at **133 South California Street** in the City of Stockton for use as a transitional housing facility for homeless veterans (the "PROJECT").

C. In consideration of receipt of the CITY Loan, the BORROWER has further agreed to observe all the terms and conditions set forth below.

D. In order to ensure that the PROJECT will be used and operated in accordance with these conditions and restrictions, the CITY and BORROWER wish to enter into this AGREEMENT.

THEREFORE, the CITY and BORROWER hereby agree as follows.

ARTICLE 1. DEFINITIONS

When used in this AGREEMENT, the following terms shall have the respective meanings assigned to them in this Article 1.

1.1 **"AGREEMENT"** refers to this Regulatory Agreement and Declaration of Restrictive Covenants.

1.2 **"BORROWER"** is Christopher Bennitt.

1.3 **"CERTIFICATE OF OCCUPANCY DATE"** refers to the date of issuance by the CITY of the initial Certificate of Occupancy for the Project.

1.4 **"C.F.R."** refers to the Code of Federal Regulations.

1.5 **"CDBG LOAN"** refers to the loan of funds in the principal amount of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) by the CITY to the BORROWER pursuant to the Loan Agreement.

1.6 **"CDBG NOTE"** (the Note) is that certain promissory note in the principle amount of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) executed by BORROWER in favor of the CITY, evidencing all or any part of the CDBG LOAN, as well as any amendments, modifications, or restatements thereto. The terms of the Note are hereby incorporated into the AGREEMENT by this reference.

1.7 **"CERTIFICATE OF PROJECT COMPLETION"** refers to that certificate issued to BORROWER by CITY evidencing completion of the PROJECT pursuant to the terms of this LOAN AGREEMENT.

1.8 **"CITY"** refers to the City of Stockton, a municipal corporation, and its authorized representatives, officers, officials, directors, employees and agents.

1.9 **"COMMENCEMENT OF REHABILITATION"** refers to the period of time BORROWER or BORROWER'S construction contractor begins substantial physical construction work on the PROJECT at the PROPERTY, including site preparatory work or delivery of material, and excludes maintenance of the PROPERTY in its status quo condition and work solely related to remediation of Hazardous Materials.

1.10 **"ELIGIBLE COSTS"** refers to those PROJECT costs related to the rehabilitation of the transitional housing facility for which CDBG LOAN proceeds may be used as specified in 24 CFR Part 570.202 and in the BUDGET as specified in Exhibit "B" attached and incorporated into the LOAN AGREEMENT by this reference, and any revisions to the BUDGET that are approved in writing by CITY.

1.11 **HAZARDOUS MATERIALS**” refers to any hazardous or toxic substances, materials, wastes, pollutants, or contaminates which are defined, regulated, or listed as “hazardous substances,” “hazardous wastes,” “hazardous materials,” “pollutants,” “contaminants,” or “toxic substances,” under federal or state environmental and health and safety laws and regulations, including without limitation, petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in a manner and in amounts that are consistent with normal practice and legal standards.

1.12 **“HUD”** refers to the United States Department of Housing and Urban Development.

1.13 **“LOAN AGREEMENT”** refers to the Loan Agreement entered into between CITY and BORROWER.

1.14 **“LOAN DOCUMENTS”** refers collectively to the Loan Agreement, the Note, the Deed of Trust, and this Regulatory Agreement, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to those documents.

1.15 **“PLANS AND SPECIFICATIONS”** refers to the plans and specifications for the PROJECT as approved by the CITY.

1.16 **“PROJECT”** refers to the renovation of the property at 133 South California Street, Stockton, California for use as a transitional housing program for homeless Veterans which will be operated by Dignity’s Alcove, a non-profit organization.

1.17 **“PROPERTY”** refers to the real property located in Stockton, California, and more particularly described in Exhibit “A” attached hereto, which is incorporated into this AGREEMENT by this reference.

1.18 **“REGULATORY AGREEMENT”** means this agreement.

ARTICLE 2. OPERATION AND MAINTENANCE OF THE PROJECT

2.1 **Compliance with LOAN DOCUMENTS.** BORROWER shall comply with all the terms and provisions of the Loan Documents, each of which is incorporated by this reference.

2.2 **Nondiscrimination.** The PROJECT shall be available for use on a continuous basis to members of the general public who are low- and very low-income. BORROWER shall not give preference to any particular class or group of persons in

providing services. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation or preference, age, marital status, national origin, ancestry, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-related conditions (ARC), or any other arbitrary basis in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any portion of the PROJECT. Neither the BORROWER nor any person claiming under or through the BORROWER, shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, subleases, subtenants, or vendees of any portion of the PROJECT or in connection with the employment of persons for the operation and management of any portion of the PROJECT. All deeds leases or contracts made or entered into by BORROWER as to the PROJECT or the PROPERTY or portion thereof, shall contain covenants concerning discrimination as prescribed by the LOAN AGREEMENT.

Nothing in this Section 2.2 is intended to require BORROWER to change the character, design, use or operation of the development from, or to require BORROWER to obtain licenses or permits other than those required. The PROPERTY and PROJECT shall be used as a transitional housing program to be operated by Dignity's Alcove, consistent with those requirements imposed by other public agencies which may provide funding for this PROJECT, for the use by low-income persons or the City of Stockton, for the useful life of the PROJECT. In the event PROPERTY is sold, leased, transferred or assigned, BORROWER shall insure that the successors and assigns shall maintain the restrictions on use for the remaining life of the PROJECT or, at a minimum, ten (10) years.

ARTICLE 3. PROPERTY MANAGEMENT

3.1 **Maintenance and Security**. BORROWER shall at its own expense maintain the PROPERTY in good condition, in good repair, and in decent, safe, sanitary, habitable and tenantable conditions for the benefit of occupants and users. BORROWER shall not commit or permit any waste on or to the PROPERTY, and shall prevent and/or rectify any physical deterioration of the PROPERTY. BORROWER shall provide adequate ongoing security equipment and services for PROJECT. BORROWER shall maintain the PROPERTY in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations, but BORROWER'S maintenance obligations shall not be limited only to the standards contained in these laws.

In the event that BORROWER fails to maintain the PROPERTY in accordance with these standards and after at least thirty (30) calendar days prior notice to BORROWER, the CITY or their contractors or agents may, but shall be under no obligation to, enter upon the PROPERTY, make such repairs or replacements as are reasonably deemed necessary in the CITY'S discretion, and provide for payment thereof. Any amount advanced by the CITY to make such repairs, together with interest thereon from the date of such advance at the

same rate of indebtedness as specified in the CDBG NOTE, depending on the source of funds used by the CITY, (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of BORROWER to the CITY, if not previously reconveyed.

3.2 **Insurance Coverage.** BORROWER shall cause to have in full force and effect during the term of this Regulatory Agreement insurance coverage as required under Exhibit "C" of the LOAN AGREEMENT.

3.3 **Property Damage or Destruction; Condemnation.** If any building or improvements erected by BORROWER on the PROPERTY shall be damaged or destroyed by an insurable cause, BORROWER shall, at its own cost and expense, diligently repair or restore the PROPERTY and the PROJECT consistent with the original PLANS AND SPECIFICATIONS for the PROJECT. Such work or repair shall be commenced within 90 days after the damage or loss occurs and shall be completed within one year thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, BORROWER shall make up the deficiency.

In the event of any fire or other casualty to any real property securing the Loan in whole or in part, or eminent domain proceedings resulting in condemnation of such PROPERTY or any part thereof, such event shall not constitute a default under the LOAN AGREEMENT and the BORROWER shall have the right to rebuild the affected PROJECT, and to use all available insurance or condemnation proceeds to that end, provided that (a) the available proceeds, together with any funds supplied by BORROWER from other sources, are sufficient to rebuild the affected PROPERTY in a manner that provides adequate security to the CITY for repayment of the Loan and (b) no material default then exists under the Loan Documents other than defaults which are a result of condemnation.

3.4 **Hazardous Materials.** During the term of the Regulatory Agreement, BORROWER shall comply with all of the obligations contained in the LOAN AGREEMENT with respect to the Hazardous Materials as defined in the LOAN AGREEMENT.

ARTICLE 4. MISCELLANEOUS

4.1 **Term.** The provisions of this Agreement shall apply for ten (10) years after the date of this CDBG LOAN. No prepayment penalty will be charged to BORROWER for payment of all or any portion of the Loan amount prior to the end of the Loan term described herein. However, prepayment of the Loan shall not affect BORROWER'S obligations under this Agreement, all of which shall remain in full force and effect for the entire term of this Agreement. This Agreement shall bind any successor, heir or assign of BORROWER, whether a change in interest occurs voluntarily or involuntarily, by operation

of law or otherwise, with or without the approval of the CITY, except as expressly released by the CITY. The CITY makes the CDBG Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

4.2 **Subordination**. This Regulatory Agreement shall be subordinated in priority only to the liens and encumbrances approved by the CITY in the LOAN AGREEMENT or otherwise in writing by the CITY.

4.3 **Non-Liability of Officials, Employees and Agents**. CITY shall not be liable to BORROWER for damages for any obligation created under the terms of this Regulatory Agreement except in the case of actual fraud or willful misconduct.

4.4 **Indemnity**. Notwithstanding the insurance coverage required herein, BORROWER shall indemnify and hold the CITY free and harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which the CITY may incur as a direct or indirect consequence of (1) BORROWER'S failure to perform any obligations as and when required by this Regulatory Agreement; (2) any failure of any of BORROWER'S representations or warranties to be true and complete; or (3) any act or omission by BORROWER or any contractor, subcontractor, management agent, or supplier with respect to the development, construction and operation of the PROJECT or the PROPERTY, except where such losses are caused by the sole negligence or willful misconduct of the CITY. BORROWER shall pay immediately upon the CITY'S demand any amounts owing under this indemnity. The duty of the BORROWER to indemnify includes the duty to defend the CITY in any court action, administrative action, or other proceeding brought by any third party arising from the development of or operation on the PROPERTY. BORROWER'S duty to indemnify the CITY shall survive the term of this Regulatory Agreement. The parties agree that the duty to defend and the duty to indemnify are separate and distinct obligations.

4.5 **Enforcement by the CITY**. The occurrence of any of the events contained in Article 10 of the Loan Agreement shall, upon giving of applicable notice and expiration of applicable cure period, constitute an "Event of Default."

4.6 **Attorneys' Fees and Costs**. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

4.7 **Governing Law**. This Agreement shall be governed by the laws of the State of California, except those provisions preempted by federal law.

4.8 **Amendments**. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors.

4.9 **Notice**. All notices given or certificates delivered under this Agreement shall be deemed received on the delivery or refusal date shown on the delivery receipt, if: (i) personally delivered by a commercial service which furnishes signed receipts of delivery or (ii) mailed by certified mail, return receipt requested, postage prepaid, addressed as shown on the signature page. Any of the parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

4.10 **Severability**. If any provision of this AGREEMENT shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

4.11 **Regulatory Agreement Controls**. The Loan Documents and this Regulatory Agreement are intended to be read and construed as a whole. In the event that any provisions of this Regulatory Agreement and any other Loan Documents conflict, the terms of the Regulatory Agreement shall control.

4.12 **Relationship of Parties**. The relationship of CITY and BORROWER for this Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. The CITY neither undertakes nor assumes any responsibility or duty to BORROWER or any third party with respect to the operation of the PROJECT or the actions of BORROWER. BORROWER shall have no authority to act as an agent of the CITY or to bind the CITY to any obligation.

4.13 **Waiver**. Any waiver by the CITY of any obligation in this Regulatory Agreement must be in writing. No waiver will be implied from any delay or failure by the CITY to take action on any breach or default of BORROWER or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to BORROWER to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release from any of its obligations under this Regulatory Agreement. Consent by the CITY to any act or omission by BORROWER shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the CITY'S written consent to future waivers.

4.14 **Other Agreements**. BORROWER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement. BORROWER shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without an express waiver by the CITY in writing. BORROWER shall give written notice to CITY, requesting CITY'S consent prior to entering into any such agreement.

IN WITNESS WHEREOF, the CITY and BORROWER have executed this Agreement by duly authorized representatives, all on the date first written above.

CHRISTOPHER BENNITT
("BORROWER")

BY: _____

Its: _____

CITY OF STOCKTON, A MUNICIPAL
CORPORATION ("CITY")

By: _____
BOB DEIS

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____

ATTEST:

BONNIE PAIGE
CITY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF SAN JOAQUIN)

On _____, 2012, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF SAN JOAQUIN)

On _____, 2012, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

DR. H. S. RAO

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF STOCKTON, COUNTY OF SAND JOAQUIN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 10 and 12 in Block 23, EAST OF CENTER STREET, in the City of Stockton, according to the Official Map or Plat thereof.

APN: 149-130-10

Allison Aube

From: Lorraine_Islas
Sent: Friday, August 24, 2012 3:06 PM
Subject: 133 S. California St DOT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Stockton Economic Development Department
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Attn: Director

APN 149-130-10

NO FEE DOCUMENT GOVERNMENT CODE § 27383

CHRISTOPHER BENNITT – 133 SOUTH CALIFORNIA STREET

**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

THIS DEED OF TRUST AND SECURITY AGREEMENT (the "Deed of Trust") is made as of this ____ day of _____, 2012, by and between CHRISTOPHER BENNITT (the "Trustor"), and the City of Stockton (the "Beneficiary" and "Trustee").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the City of Stockton, County of San Joaquin, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including without limiting the generality of the foregoing, all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 5.1, herein; and

TOGETHER WITH all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are, or shall be attached to said building or buildings in any manner.

All of the foregoing, together with the Property, is herein referred to as the "Security," to have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

Trustor further hereby assigns and transfers to Beneficiary, absolutely and unconditionally, all of Trustor's right, title and interest in and to the following property: (a) any and all leases and occupancy agreements now existing or hereafter entered into affecting all or any part of the Security, together with all benefits and advantages to be derived therefrom, and all rights and benefits now or hereafter accruing to Trustor under any and all guarantees of the obligations of any tenant thereunder and all guarantees of the obligations of any tenant thereunder, all as the same may be amended, extended, renewed or modified from time to time (collectively, the "Leases"); provided, however that such grant is subject to the provisions of Article 3 below; and (b) all rents, royalties, profits, revenues, incomes and other benefits of and from Leases and the Security whether now due, past due or to become due, including without limitation, all prepaid rents, reserve accounts, security and other deposits (the "Rents and Profits"); provided, however, that such grant is subject to the provisions of Article 3, below.

FOR THE PURPOSE OF SECURING:

(a) Payment of a just indebtedness of Trustor to the Beneficiary in the principal amount of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) as set forth in the Loan Agreement (defined in Section 1.1 below) and the CDBG Note (defined in Section 1.3 below). Said principal and other payments shall be due and payable as provided in the CDBG Note. The Loan Agreement, the CDBG Note and all

their terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced; and

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein; and

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Agreement and the Regulatory Agreement.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan Agreement" refers to that certain Loan Agreement between Trustor and Beneficiary, dated as of 2012, providing, among other things, for the loan of a portion of the funds for the renovation of a portion of improvements on the Property.

Section 1.2 The term "Loan Documents" refers collectively to the Loan Agreement, the CDBG Note, the Regulatory Agreement, and this Deed of Trust as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to those documents.

Section 1.3 The term "Note" refers to the CDBG Note.

Section 1.4 The term "Principal" refers to the principal amount required to be paid under the CDBG Note.

Section 1.5 The term "Regulatory Agreement" means that certain Regulatory Agreement between the Trustor and Beneficiary.

ARTICLE 2 MAINTENANCE AND MODIFICATION OF THE PROJECT AND SECURITY

Section 2.1 Maintenance and Modification of the Project by Trustor

The Trustor agrees that at all times prior to full payment of the sum owed under the Note, the Trustor will, at the Trustor's own expense, maintain, preserve and keep

the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security, the Loan Agreement, the Note, or the Regulatory Agreement; provided, however, that Beneficiary shall exercise its rights as agent or Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of San Joaquin County, a surety bond in an amount 1-1/2 times the amount of such claim item to protect against a claim of lien, or otherwise protect Beneficiary's security to Beneficiary's reasonable satisfaction.

Section 2.2 Granting of Easements

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone, cable television and telegraph, or those required by law. As to these exceptions, Beneficiary will grant and/or direct the Trustee to grant such easements.

ARTICLE 3 ASSIGNMENT OF LEASES, RENTS AND PROFITS

Section 3.1 Assignment.

As set forth above, Trustor has absolutely, presently and unconditionally assigned, transferred, conveyed and set over to the Beneficiary (the "Assignment") all of the Trustor's right, title and interest in and to the Leases, Rents and Profits ("Rents & Profits") to be applied by Beneficiary to the indebtedness secured by this Deed of Trust (the "Indebtedness"). This Assignment shall be fully operative without any further action on the part of Trustor or Beneficiary and Beneficiary shall be entitled, at its option, to all Rents and Profits whether or not Beneficiary takes possession of the Security. Trustor hereby further grants to Beneficiary the right to (a) enter and take possession of the Security for the purposes of collecting the Rents and Profits, (b) dispossess, by the usual summary proceedings, of any tenant defaulting in the payment thereof to Beneficiary, (c) let the Security of any part thereof, and (d) apply the Rents and Profits, after payment of all necessary charges and expenses (including attorneys' fees and costs) to the Indebtedness. This Assignment shall continue in effect until the Indebtedness is paid in full. The execution of this Deed of Trust constitutes Trustor's irrevocable consent to Beneficiary's entry and taking possession of the Security pursuant to this Assignment, whether or not sale or foreclosure has been instituted. Neither the exercise of any rights under this Assignment by Beneficiary nor the application of the Rents and Profits to the Indebtedness shall cure or waive an Event of Default or notice of default, and shall be cumulative with all other rights and remedies of Beneficiary.

Section 3.2 Trustor's License

Notwithstanding anything in Section 3.1 above to the contrary, as long as an Event of Default (described below) has not occurred, Trustor shall have a license to collect and receive all Rents and Profits. Upon the occurrence and/or continuance of an Event of Default, such license shall be deemed automatically revoked, without regard to the adequacy of Beneficiary's security and without notice to or demand upon Trustor, and any Rents and Profits received thereafter by Trustor shall be immediately turned over to Beneficiary. Upon the occurrence and/or continuance of an Event of Default, Trustor agrees to deliver the original copies of all Leases to Beneficiary. Trustor hereby irrevocably appoints Beneficiary its true and lawful attorney-in-fact to enforce in Trustor's name or Beneficiary's name or otherwise all rights of Trustor in the instruments, including without limitation, checks and money orders, tendered as payments of Rents and Profits and to do any and all things necessary and proper to carry out the purposes of this Assignment.

Section 3.3 Trustor's Covenants

Trustor shall not: (i) execute an assignment of the rents or any part thereof from the Security; (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any Lease having an unexpired term of two (2) years or more unless, promptly after the cancellation or surrender of any Lease, a new Lease is entered into with a new lessee satisfactory to Beneficiary and on terms at least as favorable to the lessor thereunder as were the terms of the Lease so terminated or canceled; (iii) modify any Lease or give consent to any assignment or subletting without Beneficiary's prior written consent; (iv) accept prepayments of any installments of rent or additional rent to become due under the Leases, except prepayments in the nature of

security for the performance of the lessee's obligations thereunder; or (v) in any other manner impair the value of the Security or the security of the Trustee or Beneficiary for the payment of the Indebtedness. Trustor shall not execute any Lease for all or a substantial portion of the Security except for actual occupancy by the lessee thereunder, and shall at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all Leases now or hereafter existing, on the part of the lessor thereunder to be kept and performed. Trustor shall, from time to time upon request of Beneficiary, specifically assign to Beneficiary as additional security hereunder, by a written instrument approved by Beneficiary, all right, title and interest of Trustor in and to any and all Leases, together with all security therefore and all monies payable thereunder, subject to the Trustor's conditional license to collect the Rents and Profits. Trustor shall also execute and deliver to Beneficiary any notification, financing statement or other document reasonably required by Beneficiary to perfect the Assignment as to any of the Leases. Each Lease shall provide that, in the event of the enforcement by the Trustee or Beneficiary of the remedies provided for by law or by this Deed of Trust, any person succeeding to the interest of Trustor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance, and that nothing in the Lease or Deed of Trust affects or impairs the rights of Beneficiary to terminate the Lease in connection with the Beneficiary's or Trustee's exercise of its remedies hereunder.

3.4 Foreclosure. Upon a sale of the Security pursuant to foreclosure of this Deed of Trust, all right, title and interest of Trustor in and to the Leases shall, by virtue of this Deed of Trust and the Assignment, automatically vest in and become the absolute property of the purchaser of the Security without any further act or assignment by Trustor. Trustor hereby irrevocably appoints Beneficiary and its successors and assigns, as its agent and attorney-in-fact, to execute all instruments of assignment or further assurances in favor of such purchaser of the Property as may be necessary or desirable for such purpose. Nothing contained herein shall prevent Beneficiary from terminating through foreclosure the Lease of any tenant subordinate to this Deed of Trust.

ARTICLE 4 TAXES AND INSURANCE; ADVANCES

Section 4.1 Taxes, Other Governmental Charges and Utility Charges

Trustor shall pay all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 4.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the maturity of any lien therefore on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such

installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefore by Beneficiary, together with interest thereon from the date of such advance at the lesser of twelve percent (12%) per annum, or the maximum rate permitted by law, shall become an additional obligation of Trustor to the Beneficiary and shall be secured hereby, and Trustor agrees to pay all such amounts.

Section 4.2 Provisions Respecting Insurance

Trustor agrees to provide insurance as may reasonably be required by the Beneficiary and described in the Loan Agreement to insure the Property and improvements thereon against fires and other perils during the course of construction and following completion. Such insurance shall be maintained at all times until all amounts secured by this Deed of Trust have been paid and all other obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefore at any time prior to the Beneficiary's receipt of the entire Principal and all amounts secured by this Deed of Trust. All such insurance policies shall name the Beneficiary as the loss payee.

Section 4.3 Advances

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Agreement, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by the Beneficiary shall become an additional obligation of the Trustor to the Beneficiary (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of twelve percent (12%) per annum or the maximum rate permitted by law.

ARTICLE 5 DAMAGE, DESTRUCTION OR CONDEMNATION

Section 5.1 Awards and Damages

In the event of any fire or casualty to the Property or any portion thereof, or eminent domain proceedings resulting in the condemnation of the Property or any portion thereof, such event shall not constitute a default under the Note, Loan Agreement, this Deed of Trust or the Regulatory Agreement (collectively, the "Loan Documents") and the Trustor shall have the right to rebuild the affected portion(s) of the Property, and to use all available insurance or condemnation proceeds to that end, provided that: (a) the available proceeds, together with any funds supplied by Trustor from other sources, are sufficient to rebuild the affected property in a manner that provides adequate security to the Trustor for repayment of any amounts due pursuant to the Loan Documents; and (b) no material default then exists under any Loan Documents other than defaults which are a result of a fire or other casualty or condemnation.

ARTICLE 6 AGREEMENTS AFFECTING THE DEVELOPMENT; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 6.1 Other Agreements Affecting Development

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Agreement, the Note, the Regulatory Agreement, and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof. The terms of each said document is incorporated herein by reference. Each such document contains covenants intended by Trustor and Beneficiary to run with the land and obligations which survive reconveyance of this Deed of Trust.

Section 6.2 Agreement to Pay Attorneys' Fees and Expenses

In the event of any Event of Default (as defined below) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefore, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary; and any such amounts paid by the Beneficiary shall be added to the indebtedness secured by the lien of this Deed of Trust, and shall bear interest from the date such expenses are incurred at the lesser of twelve percent (12%) per annum or the maximum rate permitted by law.

Section 6.3 Payment of the Principal

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 6.4 Personal Property

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code.

Section 6.5 Financing Statement

Upon request of the Beneficiary, the Trustor shall execute and deliver to the Beneficiary such Financing Statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such Financing Statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 6.6 Operation of the Security

The Trustor agrees and covenants to operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 6.7 Inspection of the Security

If in the reasonable opinion of Beneficiary, the Security may be impaired, the Trustor covenants and agrees that at any and all reasonable times upon seventy-two (72) hours notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 6.8 Nondiscrimination

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual preference or orientation, marital status, national origin, ancestry, disability, medical condition, age, mental condition, AIDS acquired or perceived, familial status, pregnancy, childbirth or related medical condition, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

Section 6.9 Hazardous Materials

a. Covenants

1. Hazardous Materials Activities. The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that Trustor, its heirs, executors, administrators and assigns shall not cause or permit the Property to be used as a site for the use, generation, manufacture, storage, treatment, release, discharge, disposal, transportation or presence of any oil, petroleum product, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under applicable environmental laws, ordinances or regulations (collectively, "Hazardous Materials"). Reasonable quantities of household products and maintenance supplies normally found on property and used exclusively for residential purposes and, during construction, reasonable quantities of materials customarily used for construction shall not be considered as Hazardous Materials.

2. Hazardous Materials Laws. The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that Trustor, its heirs, executors, administrators and assigns shall comply and cause the Property and any improvements thereon to comply with all laws, ordinances and regulations relating to Hazardous Materials ("Hazardous Materials Laws"), including, without limitation, those relating to soil and groundwater conditions.

3. Notices. The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that Trustor, its heirs, executors, administrators and assigns shall immediately notify the Beneficiary in writing of: (a) the discovery of any Hazardous Materials on or under the Property; (b) any knowledge by Trustor that the Property does not comply with any Hazardous Materials laws; (c) any claims or actions pending or threatened against the Trustor or the Property by any governmental entity or agency or any other

person or entity relating to Hazardous Materials or pursuant to any Hazardous Materials Laws ("Hazardous Materials Claims"); and (d) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be designated as "border zone property" under the provisions of California Health and Safety Code Section 25220, et seq., or any regulation adopted in accordance therewith.

4. Remedial Action. In response to the presence of any Hazardous Materials on, under or about the Property, Trustor shall immediately take, at Trustor's sole expense, all remedial action required by any Hazardous Materials Laws or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials Claims.

b. Legal Effect of Section. Trustor and Beneficiary agree that:

1. This Section 6.9 is intended as Beneficiary's written request for information (and Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure §726.5; and

2. Each representation and warranty in this Section 6.9 (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by Beneficiary and Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure §736.

c. Environmental Indemnity. Trustor shall defend, indemnify, and hold the Beneficiary free and harmless against any claims, demands, administrative actions, litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and attorney's fees, that the Beneficiary may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not Trustor knew of same) of any Hazardous Materials occurring after the Closing.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default

The following shall constitute Events of Default: (1) failure to make any payment when due to Beneficiary under the Note after notice, if any is required, and failure to cure or the time to cure has expired; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Agreement, or the Regulatory Agreement, including, without limitation, the provisions concerning nondiscrimination and continuance of such failure after any applicable cure periods; or (3) failure to make any payment or perform any of Trustor's other covenants, agreements, or obligations

under any other instruments , Regulatory Agreement, or Loan Documents secured by the Property which default shall not be cured within the times and in the manner provided therein.

Section 7.2 Acceleration of Maturity

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and the unpaid Principal of the Note shall immediately become due and payable without notice or demand which are hereby expressly waived, upon written notice by the Beneficiary to the Trustor and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

a. Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Default hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Default and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

b. Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

c. Deliver to Trustee a written declaration of default and demand for sale, and a written Notice of Default and election to cause Trustor's interest in the Security to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of San Joaquin County; or

d. Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or security all or any portion of the obligations secured hereby, or provided by law.

Section 7.4 Foreclosure by Power of Sale

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust, and the Note which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the unpaid principal amount of the Note is immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

a. Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

b. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (1) the unpaid Principal amount of the Note; (2) all other sums then secured hereby; and (3) the remainder, if any, to Trustor.

c. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided

herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver

a. No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary to or any breach by the Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

b. If the Beneficiary (1) grants forbearance or an extension of time for the payment of any sums secured hereby, (2) takes other or additional security for the payment of any sums secured hereby, (3) waives or does not exercise any right granted in the Loan Agreement, the Note or the Regulatory Agreement, (4) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Agreement, the Note or the Regulatory Agreement, (5) consents to the granting of any easement or other right affecting the Security, or (6) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the Trustor's obligation under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security

The Beneficiary shall have power to institute and maintain such suits and proceedings as it may deem expedient to (1) prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (2) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (3) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement or compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangements, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver

Except where notice is required to trigger a cure period, the Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, and all other notices or demands under the California Commercial Code, notice of costs, expenses, or losses and interest thereon, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under the Note or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8 MISCELLANEOUS

Section 8.1 Amendments

This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee

Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid or by delivery through Federal Express or a similar service which provides a signed receipt for delivery and (1) if intended for Beneficiary shall be addressed to:

City of Stockton
425 North El Dorado Street
Stockton, CA 95202
Attn: City Manager

with a copy to

City of Stockton Economic Development Department
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202
Attn: Director

and (2) if intended for Trustor shall be addressed to:

Christopher Bennitt
Post Office Box 8346
Stockton, CA 95208

Any notice, demand or communication shall be deemed given, received, made or communicated on the date delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors

Where an obligation is created herein binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee.

Section 8.5 Captions

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties

in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Nonrecourse Obligation

Except as expressly provided in the second paragraph of this Section 8.12, notwithstanding any other provision of the Note or Loan Agreement, Trustor shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Note secured by this Deed of Trust or the performance of the covenants of the Trustor under the Note, the Loan Agreement, or this Deed of Trust. The sole recourse of Beneficiary with respect to the principal of, or interest on, the Note and any monetary obligation arising as a result of default by Trustor in the performance of its covenants under this Deed of Trust, the Note, or the Loan Agreement shall be to the Property securing the indebtedness evidenced by the Note. No judgment, or execution thereon, entered in any action, legal or equitable, on the Note, the Loan Agreement or this Deed of Trust shall be enforced personally against Trustor, but shall be enforced only against the property described in this Deed of Trust and such other further security as, from time to time, may be hypothecated for the Note; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of Beneficiary of, or (b) be deemed in any way to impair the right of Beneficiary to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply to the obligation for the repayment of the principal of, and payment of interest on the Note, the performance of Trustor's obligations under this Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Trustor of liability for (1) fraud or willful misrepresentation; (2) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (3) the fair market value of any personal property or fixtures removed or disposed of by Trustor other than in accordance with this Deed of Trust; (4) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss, or destruction to any portion of the Property; (5) Trustor's indemnification obligations under Section 8.4 of the Loan Agreement or Section 6.9 of this Deed of Trust; (6) payment to Beneficiary of any rental income or other income arising with respect to the Property received by the Trustor after the Beneficiary has given notice to the Trustor of the occurrence of an Event of Default; and (7) all legal costs and expenses reasonably incurred by the Beneficiary after the giving to Trustor of notice of the occurrence of an Event of Default, other than those customarily incurred by a lender in realizing upon its lien in an uncontested foreclosure sale after an undisputed default.

Section 8.13 Conflicts

If any term or provision of this Deed of Trust conflicts with any term of provision of the Loan Agreement, the term or provision of the Loan Agreement shall control to the extent of such conflict.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

By: Christopher Bennitt

By: _____

Title _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Assistant/Deputy City Attorney

::ODMA\GRPWISE\COS.HRD.HRD_Library:110252.1

STATE OF CALIFORNIA)
)
COUNTY OF SAN JOAQUIN)

On _____, before me, _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

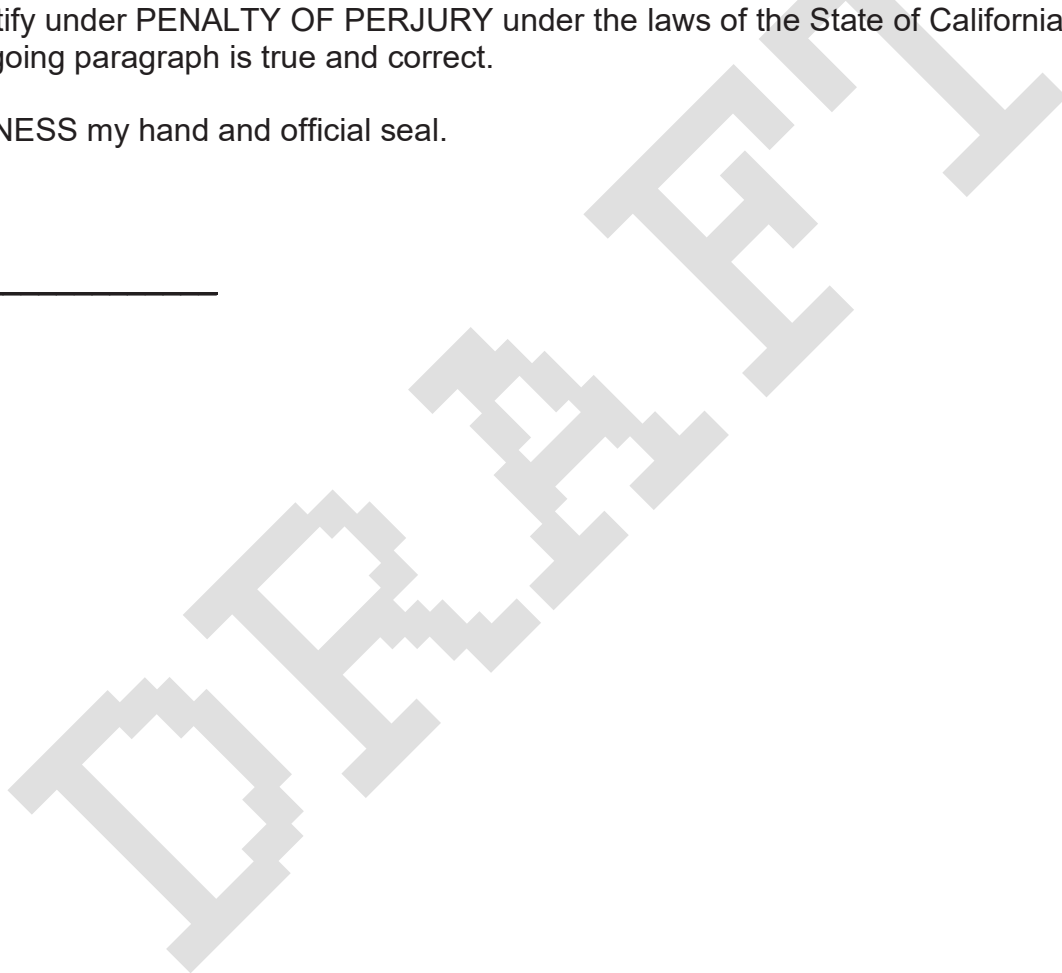


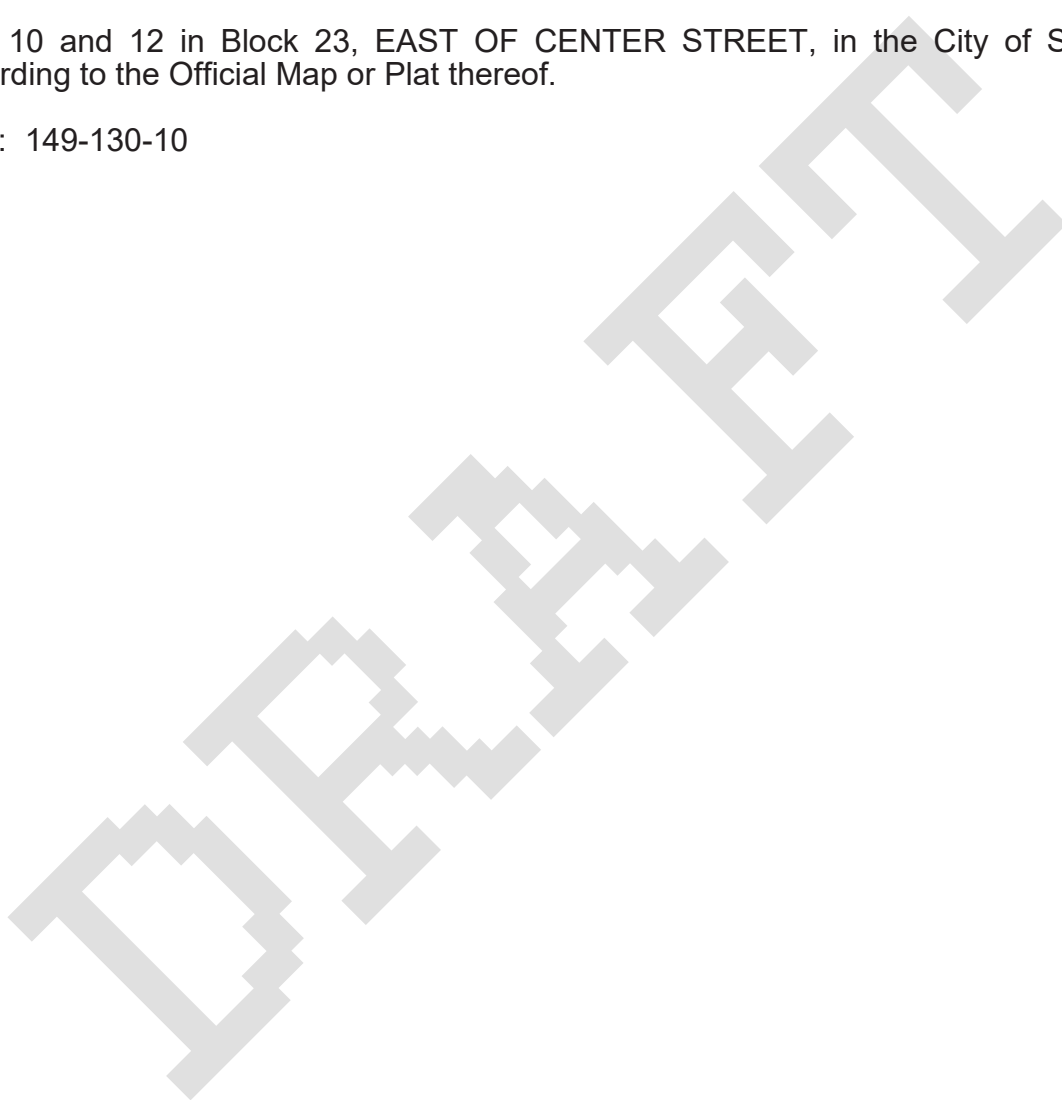
EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF STOCKTON, COUNTY OF SAND JOAQUIN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 10 and 12 in Block 23, EAST OF CENTER STREET, in the City of Stockton, according to the Official Map or Plat thereof.

APN: 149-130-10



Allison Aube

From: Lorraine Islas
Sent: Monday, August 27, 2012 3:29 PM
To: Wendy Saunders
Cc: Susan Will
Subject: PPT for Dignity's Alcove
Attachments: 2012-08-28 Dignity's Alcove; ATT00001.ppt

Wendy,

Mike took some pictures of the building. They've been added to the PPT.

If you'd like anything else changed, just let me know.

Lorre

Allison Aube

From: Lorraine_Islas
Sent: Monday, August 27, 2012 3:28 PM
Subject: 2012-08-28 Dignity's Alcove

133 South California Street

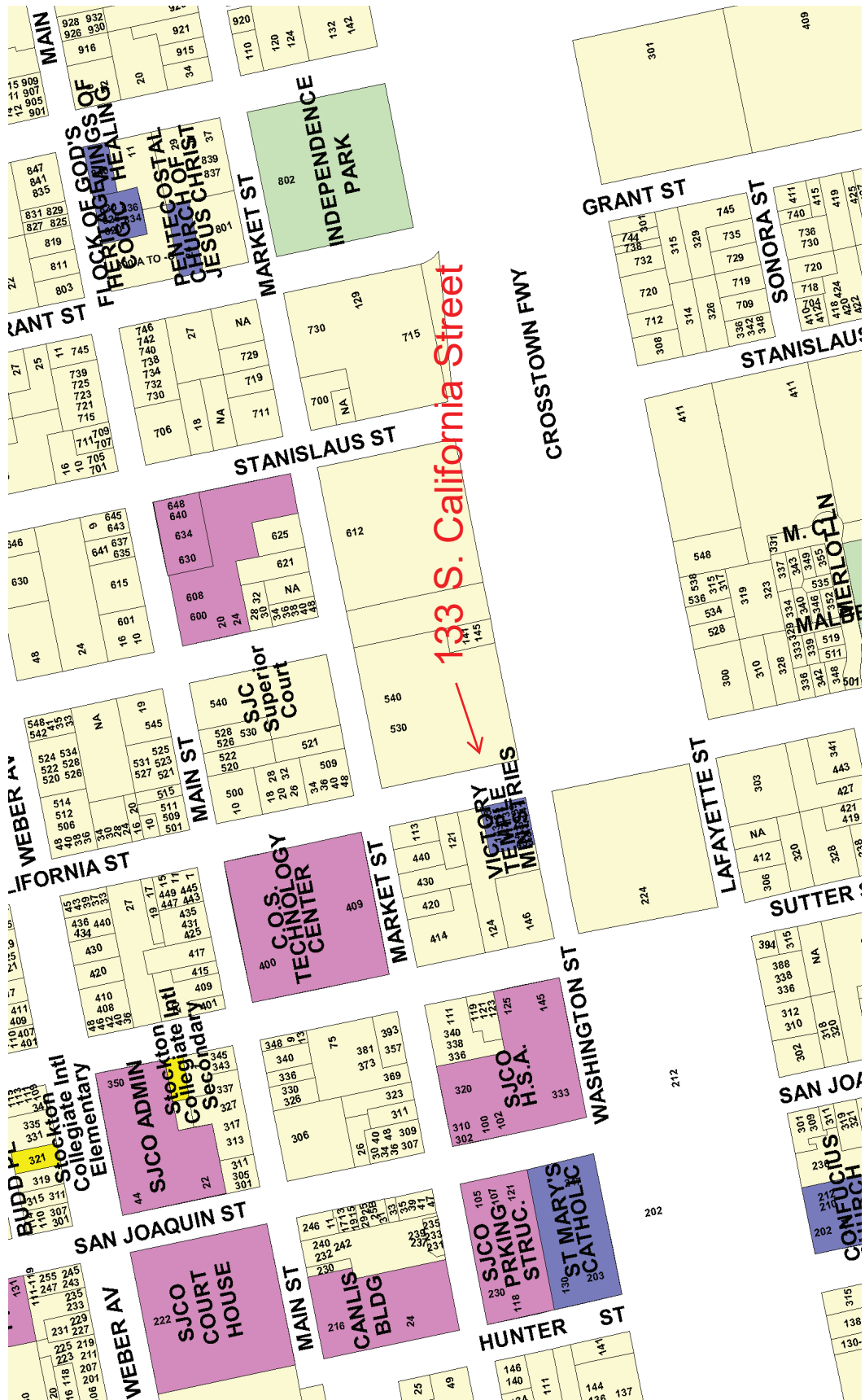
Agenda Item 15.03
August 28, 2012



Background

- October 2011, Council approved an amendment to the 2011-12 Action Plan which allocated \$350,000 of CDBG funds to rehabilitate property for use as a transitional housing facility for homeless veterans
 - Staff indicated actual approval of loan and details regarding terms and conditions would be brought back for Council consideration

133 South California Street



133 South California Street



View along California Street


133 South California Street



View at corner of Washington and California Streets



Rear of building

- 
- Christopher Bennitt leases the building to Dignity's Alcove
 - 10 year lease (signed in 2010) with option for an additional ten years
 - Extensive rehabilitation has occurred
 - Accommodate 40 veterans in 20 rooms
 - Ground floor will be used for offices, counseling meeting rooms, dining room and a commercial kitchen
 - Per property owner, to date, approximately \$731,000 has been spent on rehabilitation. Sources of funds are the Veteran's Administration (approximately \$362,000) and the property owner (approximately \$369,000).



Loan Request

- Additional funds needed to complete rehabilitation

Sources of Funds	
City of Stockton CDBG loan (proposed)	\$350,000
Property Owner	\$ 87,560
Total Additional Funds	\$437,560



Use of Funds

- Loan funds will be used for:
 - Construction of an elevator structure and additional set of stairs
 - Ground floor façade improvements
 - Electrical and plumbing system upgrades
 - Exterior improvements including a courtyard, lighting, and landscaping



Loan Terms

- 10-year forgivable loan provided to property owner
 - Forgiveness of 10% per year as long as Dignity's Alcove occupies property. If Dignity's Alcove does not occupy property, remaining loan amount due.
- No payments until all building permits have been obtained and all code violations have been remedied
- All work to be completed by licensed contractor
- 15% retention held from all payments
- Retention released upon issuance of a final occupancy permit



Recommendation

- Approve a motion approving a \$350,000 loan to Christopher Bennitt for the rehabilitation of 133 South California Street for use as a transitional housing program for homeless veterans

Allison Aube

From: katek@kureyandassociates.com
Sent: Thursday, February 28, 2013 3:40 PM
To: Christopher Bennitt
Subject: RE: 133 S. California Street Project

Kit:

Can you provide a list that contains the general contractor and the subcontractors he is hiring? Or have the general provide it to me prior to our meeting on Tuesday. I will need the following

Contractor Name
Address
Phone
Fax
License Number
Scope of work they are performing on the contract.

Thanks and I look forward to our meeting on Tuesday.

Kate Kurey
President
Kurey & Associates
(209) 946-9601

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

Subject: Re: 133 S. California Street Project
From: Christopher Bennitt <empire_corp@yahoo.com>
Date: Thu, February 28, 2013 2:26 pm
To: "katek@kureyandassociates.com" <katek@kureyandassociates.com>

Tuesday the 12th at 10:00 works I'll call the contractors, same size room is fine

Kit Bennitt (209) 933-1033

From: "katek@kureyandassociates.com" <katek@kureyandassociates.com>
To: Lorraine Islas <Lorraine.Islas@stocktongov.com>; empire_corp@yahoo.com
Sent: Wednesday, February 27, 2013 11:17 AM
Subject: RE: 133 S. California Street Project

Kit:

Do those dates work for you and the contractors? Also, who is your general contractor?

Kate Kurey
President

Kurey & Associates
(209) 946-9601

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

Subject: Re: 133 S. California Street Project

From: "Lorraine Islas" <Lorraine.Islas@stocktongov.com>

Date: Wed, February 27, 2013 11:13 am

To: <katek@kureyandassociates.com>, <empire_corp@yahoo.com>

Kate, I can't make the 7th. The morning of March 12th or anytime on March 13th would work though.

Lorre

>>> <katek@kureyandassociates.com> 2/27/2013 10:10 AM >>>

Hi Lori:

The contractor has requested to have a preconstruction meeting for the project. It is scheduled to begin construction soon. Do you have availability next Thursday, March 7th in the afternoon.

Kit, how many subcontractors do you plan on having attend? We need to make sure we reserve a big enough room.

Please advise.

Kate Kurey
President
Kurey & Associates
(209) 946-9601

Allison Aube

From: Michael Islas
Sent: Wednesday, April 24, 2013 11:33 AM
To: Lorraine Islas
Subject: Fwd: Re: Dignity's Alcove
Attachments: Re: Dignity's Alcove

FYI

Michael S. Islas
City of Stockton
Economic Development Dept.
Housing Division
Desk (209) 937-8284
Fax (209) 937-5099
e-mail: michael.islas@stocktongov.com

Allison Aube

From: Christopher Bennett <empire_corp@yahoo.com>
Sent: Wednesday, April 24, 2013 11:31 AM
To: Michael Islas
Subject: Re: Dignity's Alcove

OK, thanks for clarifying, I will coordinate as needed with general contractor.

Thank you

Kit Bennett (209) 933-1033

From: Michael Islas <Michael.Islas@stocktongov.com>
To: empire_corp@yahoo.com
Cc: Lorraine Islas <Lorraine.Islas@stocktongov.com>
Sent: Tuesday, April 23, 2013 4:25 PM
Subject: Dignity's Alcove

Hello Kit,

I spoke with Kate Kurey & Associates, our prevailing wage consultant. She affirmed what I mentioned earlier this morning, that once the City issues a NTP , the project becomes a prevailing wage project for the entire term of the construction and will be considered completed only when a signed final building permit and notice of completion are issued.

If you have any questions please contact me on my direct line 937-8284.

Thank you,
Michael Islas

Michael S. Islas
City of Stockton
Economic Development Dept.
Housing Division
Desk (209) 937-8284
Fax (209) 937-5099
e-mail: michael.islas@stocktongov.com

Allison Aube

From: Christopher Bennitt <empire_corp@yahoo.com>
Sent: Tuesday, September 3, 2013 7:30 AM
To: Lorraine Islas
Subject: 133 s. cal.

Lorre,

Following recent site inspection Ryan Haggerty informed me city was not pleased that I ordered the painting of block and connections of kitchen fixtures, it was not my intent to circumvent the required procedure or documentation. I will work with Kurey and associates and be certain to provide back up accordingly, and have discussed at length with the general contractor that he alone will direct work onsite.

Should any other measures be needed to ensure proper site compliance please notify me, as I strongly support the general contractors ability to expedite the completion of this process and do not want to jeopardize any aspect of the project.

Sincerely,

Kit Bennitt (209) 933-1033

Allison Aube

From: Jeffery Hunt <Jeffery.Hunt@stocktongov.com>
Sent: Monday, March 10, 2014 4:10 PM
To: Carl Hefner;John Freitas
Subject: Fwd: Re: Chris Bennett - Empire Theater

FYI

Jeff Hunt
Code Enforcement Supervisor
(209) 937-7016 desk
(209) 937-7264 fax
jeffery.hunt@stocktongov.com

>>> Forrest Ebbs 3/10/2014 4:03 PM >>>

Thank you. I've directed Jenny to keep the permits moving even though we have to do some catch-up work regarding the ultimate land use. Safety first.

Forrest Ebbs, AICP
Deputy Director Planning & Engineering
Community Development Department
City of Stockton
345 N. El Dorado Street
Stockton, CA 95202
(209) 937-8270
forrest.ebbs@stocktongov.com

>>> Jeffery Hunt 3/10/2014 4:02 PM >>>

FYI

Jeff Hunt
Code Enforcement Supervisor
(209) 937-7016 desk
(209) 937-7264 fax
jeffery.hunt@stocktongov.com

>>> Steve Chase 3/10/2014 3:16 PM >>>

John and Carl -- Please coordinate with Jeff and Phil/Mike on next steps. If the structural and exiting matters are as poor as I understand them to be, then red-tagging is necessary and would complement the daily fines for non-compliance. Work with Fire to determine their assessment of the situation and whether they believe that red-tagging is appropriate for their areas of concern as well.

No matter what, follow the facts of the case -- let the facts and degree of hazard guide your considerations - nothing else. Lay your recommendations out for me and I will make the decision in concert with Chief Pie. I will need to inform the City Manager's Office if a currently operating business, church or institution is going to be red-tagged. I will also inform the District Councilmember.

Please keep me timely informed about the next steps.

>>> Jeffery Hunt 3/10/2014 1:10 PM >>>

no

Jeff Hunt
Code Enforcement Supervisor
(209) 937-7016 desk
(209) 937-7264 fax
jeffery.hunt@stocktongov.com
>>> John Freitas 3/10/2014 10:44 AM >>>
Good morning,

FYI - As of 10:00 am this morning, no permit applications with plans have been submitted by Mr. Bennett or his Architect Steven Torres for the work done without permits , inspections, and approvals at the Empire Theater, Restaurants, and Misc. Tenant Space Complex on Pacific Avenue. (Mr. Hunt- Have you heard anything from Mr. Bennett or his Architect?)

Thank you,
John Freitas
Building Inspection Supervisor
Community Development Department
City of Stockton
desk # (209) 937-8351
cell # (209) 639-7758
e-mail john.freitas@stocktongov.com

Allison Aube

From: Steinheimer, Max <msteinheimer@DowneyBrand.com>
Sent: Wednesday, March 1, 2017 11:00 AM
To: Taryn Jones
Subject: FW: Empire Theater

Taryn, this is the email I sent to Bryan this morning- Max

From: Steinheimer, Max
Sent: Wednesday, March 01, 2017 10:42 AM
To: 'Bryan Rome'
Subject: RE: Empire Theater

Bryan, I think I did not respond to this Correction email although I intended to. We will need to propose an extension to our agreement although what we are proposing will not extend the overall time to complete, but rather will shorten it. Our deadline is tomorrow. Can we talk today?

Sent with Good (www.good.com)

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

From: Bryan Rome [Bryan.Rome@stocktonca.gov]
Sent: Tuesday, December 13, 2016 03:21 PM Pacific Standard Time
To: Steinheimer, Max
Subject: RE: Empire Theater

CORRECTION: None of the milestones have been passed yet. I did just want to get an update.

Bryan Rome, Deputy City Attorney
Stockton City Attorney's Office
425 North El Dorado Street, 2nd Floor
Stockton, CA 95202
Voice: (209) 937-8333
Fax: (209) 937-8898
E-mail: bryan.rome@stocktonca.gov

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From: Bryan Rome
Sent: Tuesday, December 13, 2016 3:19 PM
To: 'Steinheimer, Max' <msteinheimer@DowneyBrand.com>
Cc: Jeffery Hunt <Jeffery.Hunt@stocktonca.gov>; Taryn Jones <Taryn.Jones@stocktonca.gov>; John Freitas

<John.Freitas@stocktonca.gov>; Nancy Nguyen <Nancy.Nguyen@stocktonca.gov>

Subject: Empire Theater

Max,

The purpose of this email is twofold. The first reason I am contacting you is to determine where Mr. Bennett is in the rehabilitation of the Empire Theater; there are some milestones that either need to have been met or are imminent. The second is to introduce you to Taryn Jones; she has recently been sworn in and will be replacing me as code enforcement deputy. I have copied Taryn on this email.

If you contact me just to provide a quick update that would be very helpful.

Regards,
Bryan

Bryan Rome, Deputy City Attorney
Stockton City Attorney's Office
425 North El Dorado Street, 2nd Floor
Stockton, CA 95202
Voice: (209) 937-8333
Fax: (209) 937-8898
E-mail: bryan.rome@stocktonca.gov

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Allison Aube

From: Richard Edwards
Sent: Thursday, August 10, 2017 12:36 PM
To: Erik Newman
Subject: 1825 Pacific Ave.
Attachments: 1825 Pacific-Bixler.pdf

Hi Chief,

Attached is Bixler's narrative for the events of August 4th at 1825 Pacific Ave. I shared a One-Drive file with you, containing the pictures (too large of a file for email).

Rick

Richard J. Edwards

Fire Marshal
Stockton Fire Department

209-937-8566 Office
209-639-6301 Cellular
209-464-4650 24-hour Dispatch Center

Thursday, August 4. 10:57 AM.

I was driving north on Pacific Avenue and looked to my left and observed people inside the central bar. I was aware that the occupancy have been locked closed and was surprised people were in there. I turned the vehicle around and parked on Pacific Avenue in front of the central bar. I then walked to the back of the occupancy and entered through an open door asking the three people inside who they were and introduced myself. An individual from the Alpine inspection done earlier that week arrived and I recognize this person is the individual that was assisting us entering the various occupancies during that inspection. That individual explained that all four of them work for Mr. Bennet and that they were assigned the task of remodeling the central bar.

Individual invited me to look around and take all the pictures that I wanted. He explained that they were patching holes and repairing wiring in the public occupancy space. He explained that they were removing the kitchen equipment and repairing the plumbing and other utilities within the occupancy.

After taking pictures in the Central bar, I asked the individual that was in charge if any other work was occurring. That individual stated that three architects were in the next occupancy at Catalyst Realty and that I could go look at that if I wanted to. I then walk next-door to the Catalyst Realty. The door was open and I entered. Upon entering, I observed the front lobby reception desk had mail with current dates and a purse. I then accessed the second-floor stairwell. Upon arriving at the second floor, I observed two other office spaces that were also workstations with personal effects such as pictures mail and a purse on each desk. I then spoke to one of the associate architects. He explained that they have been assigned by Mr. Bennet to review the inside of the building.

The real estate firm is called Richard Avelar and Associates.

Bobby Whitworth Junior was the individual I spoke with.

Allison Aube

From: Trevor Womack
Sent: Monday, September 11, 2017 8:31 AM
To: Peter Lemos
Subject: RE: STOP case Empire Theater property

Very good. And just confirming that Susana knows this also and updates like this are still being discussed regularly at STOP?

From: Peter Lemos
Sent: Sunday, September 10, 2017 11:07 PM
To: Trevor Womack <Trevor.Womack@stocktonca.gov>
Subject: Re: STOP case Empire Theater property

Pat Craig is actually buying the loan from the bank and then for foreclosing on kit Bennett. he already has his engineer drawings ready to go

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From: Trevor Womack
Sent: Sunday, September 10, 2017 11:04:01 PM
To: Peter Lemos; Aaron Rose
Subject: Re: STOP case Empire Theater property

Thanks Pete.

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From: Peter Lemos
Sent: Thursday, September 7, 2017 8:32:37 AM
To: Trevor Womack; Aaron Rose
Subject: STOP case Empire Theater property

As info, we received a call from the Pat Craig who advised us that he is taking over the Empire property. The bank is taking the property from Kit Bennet. It sounds like they are having Mr. Craig work as their receiver and when all the repairs are made Pat Craig will buy the property from the bank. There will be a meeting scheduled this week with Mr. Craig and the building department to begin work.

Peter Lemos
Police Services Manager
Stockton Police Department, Neighborhood Services Section
City of Stockton
E-Mail: peter.lemos@stocktonca.gov
209-937-7093

Allison Aube

From: Kathryn Nance
Sent: Monday, May 17, 2021 12:28 PM
To: Almarosa Vargas
Subject: Fwd: Notification - Protest

FYI

Get [Outlook for iOS](#)

From: Dana Mosher <Dana.Mosher@stocktonca.gov>
Sent: Monday, May 17, 2021 11:21:36 AM
To: Eric Jones <Eric.Jones@stocktonca.gov>; James Chraska <James.Chraska@stocktonca.gov>; Eric Kane <Eric.Kane@stocktonca.gov>; Kathryn Nance <Kathryn.Nance@stocktonca.gov>; Ivan Rose <Ivan.Rose@stocktonca.gov>; Antonio Sajor <Antonio.Sajor@stocktonca.gov>; Travis Digiulio <Travis.Digiulio@stocktonca.gov>; Joshua Doberneck <Joshua.Doberneck@stocktonca.gov>; Jonathan Swain <Jonathan.Swain@stocktonca.gov>; Joseph Silva <Joseph.Silva@stocktonca.gov>; Scott Graviette <Scott.Graviette@stocktonca.gov>; Dean Happel <Dean.Happel@stocktonca.gov>; Esteban Arrieta <Esteban.Arrieta@stocktonca.gov>; John Hernandez <John.Hernandez@stocktonca.gov>; Gary Benevides <Gary.Benevides@stocktonca.gov>
Subject: Notification - Protest

Call/Crime Type: Protest

Date & Time: 05/17/21 @ 0945 hours

Location: 1825 Pacific Av (Empire Theater)

Case Number: N/A

Approximately 20 protesters gathered in front of the Empire Theater to protest its demolition. Vice monitored the event. No issues were reported, and the crowd left at 1115 hours.

Respectfully,

Lieutenant Dana Mosher
Field Operations Division
22 East Market Street
Stockton, CA 95202
(209) 937-8480

Allison Aube

From: Kathryn Nance
Sent: Monday, January 13, 2020 2:38 PM
To: Jonathan Swain
Subject: FW: Empire Theater

From: Trevor Womack <Trevor.Womack@stocktonca.gov>
Sent: Friday, January 10, 2020 9:25 AM
To: Alex Martinez <Alex.Martinez@stocktonca.gov>; Kathryn Nance <Kathryn.Nance@stocktonca.gov>
Subject: RE: Empire Theater

Thanks for being on top of this. Of course, please make sure the area SCO unit remains aware also and makes special checks to keep it secure and remove and trespassers.

From: Alex Martinez <Alex.Martinez@stocktonca.gov>
Sent: Friday, January 10, 2020 9:23 AM
To: Lydia Clary <Lydia.Clary@stocktonca.gov>
Cc: Kathryn Nance <Kathryn.Nance@stocktonca.gov>; Trevor Womack <Trevor.Womack@stocktonca.gov>
Subject: RE: Empire Theater

Good morning Lydia, I checked the Empire Theater property after the meeting of the 12th, and found all store fronts, side doors, and accessible openings to be secured. The back side of the building is not readily accessible, since there is a wrought iron fence preventing access, but from the vantage points where I was able to look for potential openings, I did not see any.

There was some debris in the back, and a small window in the highest front section of the theater that, though not accessible to people, should be secured (closed in this case) to prevent rain/animals from potentially entering the building.

Carrie is going to reach out to the contractor to have this window closed, which she thinks might be open for ventilation during construction. We will also address the debris, and are making checks of the property at least once a month.

Let me know if you have further questions.

Alex Martinez
Acting Code Enforcement Field Manager
Neighborhood Services Section
Stockton Police Department
22 E. Weber Ave, #350, Stockton, Ca 95202
P: 209-937-5042 // F: 209-937-8962
stocktonca.gov

From: Lydia Clary <Lydia.Clary@stocktonca.gov>

Sent: Friday, January 10, 2020 8:34 AM

To: Trevor Womack <Trevor.Womack@stocktonca.gov>; Alex Martinez <Alex.Martinez@stocktonca.gov>

Cc: Kathryn Nance <Kathryn.Nance@stocktonca.gov>

Subject: Empire Theater

All,

I am following up on the December 12th meeting we had regarding Empire and Open Windows, at City Hall. The Miracle Mile Board would like an update, one of the questions is security of the Empire building. Has neighborhood services verified the structure to be secured, per SMC?

*Lydia Clary, CBO
Deputy Director Community Development
Building & Safety*


345 N. El Dorado Street
Stockton, CA 95202
Direct # (209) 937-8842
lydia.clary@stocktonca.gov

Allison Aube

From: Kathryn Nance
Sent: Monday, May 17, 2021 6:43 PM
To: Almarosa Vargas
Subject: Fwd: Empire Theater Facade

Going to need an answer on this before 9:30 please. Not sure if you have this info yet

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From: James Chraska <James.Chraska@stocktonca.gov>
Sent: Monday, May 17, 2021 6:37:35 PM
To: Kathryn Nance <Kathryn.Nance@stocktonca.gov>
Subject: Fwd: Empire Theater Facade

Kathryn,

The Chief reached out for an update on the latest on the code enforcement piece regarding demolition and anything on preservation of the facade See email chain below. Would you please send the update to us?

For reference, here's what I sent day of, but it doesn't address the latest request.

" Here is the most current update regarding the Empire Theater as well as some dates on prior code history.

Our Code officers are on scene and have coordinated with the building inspector. They have determined six commercial business north of the theater and two residential homes directly behind are in within proximity to be directly threatened by a structural collapse. Code has contacted the property owner, Mr. Bennet. He has not provided a contractor, as requested but tentatively agreed to the demo. Code will next be calling the City's contractor to respond for a site summary and demolition. Code expects the safety demolition portion to be completed today, making the residential displacement short-term.

Code/CDD history: June 2107 was the Notice to cease and desist all business. Start of receivership case began in October 2017 with CA and outside council. As far as issues related to Code, two small fires occurred in 2018 and other than those, we responded in 2019/20/21 a total of four times for unsecured property/open doors."

Can you please send me a summary of the code enf piece of this. I believe I got it earlier this week but maybe resend it to my? Thanks

Eric Jones
Chief of Police
Stockton Police Department
(209) 937-8217

Begin forwarded message:

From: Harry Black <Harry.Black@stocktonca.gov>
Date: May 17, 2021 at 17:46:47 PDT
To: William Crew <William.Crew@stocktonca.gov>, Eric Jones <Eric.Jones@stocktonca.gov>, Richard Edwards <Richard.Edwards@stocktonca.gov>
Subject: FW: Empire Theater Facade

I would like to provide Council with an update on this tomorrow. Can someone get something to me that does that. I would like to get it out before noon tomorrow.

Thanks!

Harry Black

City Manager

City of Stockton

425 N. El Dorado Street, Stockton, CA 95202

(209) 937-8294

harry.black@stocktonca.gov



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From: Kevin Lincoln <Kevin.Lincoln@stocktonca.gov>

Sent: Monday, May 17, 2021 5:39 PM

To: Harry Black <Harry.Black@stocktonca.gov>

Subject: Empire Theater Facade

CM Black,

Is there any additional information regarding the demolition of the Empire Theater? Several constituents are inquiring online about the demolition and preservation of the facade of the empire theatre.

Mayor Lincoln

Allison Aube

From: Kathryn Nance
Sent: Monday, May 17, 2021 6:44 PM
To: James Chraska
Subject: Re: Empire Theater Facade

I'll get the info.

Get [Outlook for iOS](#)

From: James Chraska <James.Chraska@stocktonca.gov>
Sent: Monday, May 17, 2021 6:37:35 PM
To: Kathryn Nance <Kathryn.Nance@stocktonca.gov>
Subject: Fwd: Empire Theater Facade

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(209) 937-8217

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Harry Black

City Manager

City of Stockton

425 N. El Dorado Street, Stockton, CA 95202

(209) 937-8294

harry.black@stocktonca.gov



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www.stocktonca.gov/cleancity

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Sent: Monday, May 17, 2021 5:39 PM

To: Harry Black <Harry.Black@stocktonca.gov>

Subject: Empire Theater Facade

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Mayor Lincoln

Allison Aube

From: Harry Black
Sent: Thursday, May 28, 2020 2:14 PM
To: kdougherty@fcrei.com; Michael Tubbs; slenz@iacopi.com
Cc: Kim Byrd; Patty Vasquez; Michael McDowell
Subject: Re: Chiistopher Bennitt, Empire Building

Mr. Dougherty:

Thank you for your feedback. We will get you an update, soon.

Thanks!

Harry Black

City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
harry.black@stocktonca.gov | 209.937-8212
www.stocktonca.gov

From: Kevin Dougherty <kdougherty@fcrei.com>
Sent: Thursday, May 28, 2020 2:02 PM
To: Harry Black <Harry.Black@stocktonca.gov>; Michael Tubbs <mdtubbs@gmail.com>; slenz@iacopi.com <slenz@iacopi.com>
Cc: Kim Byrd <byrd.k67@gmail.com>; Patty Vasquez <Patty.Vasquez@stocktonca.gov>; Michael McDowell <Michael.McDowell@stocktonca.gov>
Subject: Chiistopher Bennitt, Empire Building

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

City Manager Harry Black
Mayor Michael Tubbs
Councilperson Susan Lenz

As one of several commercial property owners I have great concern regarding the lack of current action on restoring the Empire Building located at 1825 Pacific Avenue. It has been three years since the City took code enforcement action against Christopher "Kit" Bennitt, owner of the Empire Building, causing closure of 10 small business operations in this Miracle Mile retail center. What has ensued since the closure is lawsuits between the City of Stockton and the property owner as well as lawsuits by the tenants as a result of the unexpected property shut down by the City. This action was ostensibly to protect the public, however more likely to punish the property owner. The dispute between the City and the property owner has resulted in the property currently in a state of decay, as well as a public nuisance.

This ongoing saga is a story of a recalcitrant property owner and frustrated City staff, who eventually took feckless action. The bigger problem is that not only did the heavy hand of City government shutdown 10 ongoing businesses that employed many locals and generated taxable revenues, it brought an end to retail traffic that supported the economic vibrancy of the Miracle Mile.

The surrounding commercial and residential properties have become collateral damage as The Empire Building, once an Iconic Theater, is now a blighted building with constant graffiti, broken windows, multiple fires and break-ins. The responding police and fire actions are costing the City time and money. To date little progress appears to have been made towards solving the code enforcement issues. Previously approved building permits have expired and there is no activity at the property leaving the surrounding property owners and merchants with little hope that this problem property will clear its code enforcement issues anytime soon and become an asset once again to the Miracle Mile Commercial District.

The City failed to recognize and calculate the damage that might be inflicted on the surrounding area if the code enforcement issues were not resolved within a reasonable time period. Three years into this, we are at our wits end with no sign of hope for resolution in the near future! The property owners behavior has not changed since the City shuttered the property. The City is largely responsible for the property's current status due to on-going lack of enforcement that goes back many years. This lack of responsibility on the City's part has had a negative impact on all the properties in this area.

As surrounding property owners we want to know the City's plan for getting this property's building code issues resolved and reactivation of all the business space. It is time for this property to become solvent once again. Reactivation of commercial rental space typically is a private sector business decisions however the City building department has made it a public issue because of the action the City took, and our properties are paying the price of this lack of action. We need to know the plan for moving forward and keep to a schedule. Like the demolition of the residential property at Baker and Harding Way, the Miracle Mile businesses don't want to be told by the city that it will take 20 years, so we just have to remain patient. That kind of response by the City is unacceptable. In the meantime, it doesn't look like the property owner will move forward with restoration. The property owner is expecting to have his day in court and by the looks of things he may end up walking away as one of the villains with his pockets full of money! Again, we are paying the price of the City's actions and the time for forward action is now. What is the plan?

Kevin Dougherty

PLEASE NOTE NEW EMAIL ADDRESS

Kevin Dougherty, CCIM

President

kdougherty@fcrei.com

DRE #01258350



2920 Pacific Avenue
Stockton CA 95204 USA

Direct +1 209 461 6400

Fax +1 209 461-6310

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Allison Aube

From: Harry Black
Sent: Tuesday, June 16, 2020 11:57 AM
To: byrd.k@comcast.net
Cc: kdougherty@fcrei.com; Michael Tubbs; slenz@iacopi.com; Patty Vasquez; Michael McDowell
Subject: Re: Chiistopher Bennitt, Empire Building

Ms. Byrd:

Thank you for your inquiry. At the appropriate time we will reach out to you and others, if necessary for assistance.

Thanks!

Harry Black

City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
harry.black@stocktonca.gov | 209.937-8212
www.stocktonca.gov

From: Kimberly Byrd <byrd.k@comcast.net>
Sent: Tuesday, June 16, 2020 11:44 AM
To: Harry Black <Harry.Black@stocktonca.gov>
Cc: kdougherty@fcrei.com <kdougherty@fcrei.com>; Michael Tubbs <mdtubbs@gmail.com>; slenz@iacopi.com <slenz@iacopi.com>; Patty Vasquez <Patty.Vasquez@stocktonca.gov>; Michael McDowell <Michael.McDowell@stocktonca.gov>; byrd.k@comcast.net <byrd.k@comcast.net>
Subject: Re: Chiistopher Bennitt, Empire Building

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Good morning Mr. Black,

I hope this message finds you doing well. I am not sure if there has been any follow up on this, so thought I would check in. My name is Kim Byrd, I too am a property and small business owner on the Miracle Mile, as well as the Miracle Mile Improvement District Board President. To reiterate Mr. Daugherty's salient points, this stagnant situation has had a negative impact on the merchants, neighbors and property owners alike. It is entering its' third year, unresolved with little to no progress. I appreciate any opportunity to participate in developing a collective, go-forward, strategy, as relates to the Empire Theater and the adjacent buildings. We are of course eager to know that progress is being made and wish to lend our support to that effect. Please let me know if we can discuss further and IF we can be of assistance.

I appreciate your time, consideration and assistance.

Sincerely,

Kimberly Byrd

MMID, Board President
byrd.k@comcast.net
209.481.1843



On May 28, 2020, at 2:13 PM, Harry Black <Harry.Black@stocktonca.gov> wrote:

Mr. Dougherty:

Thank you for your feedback. We will get you an update, soon.

Thanks!

Harry Black

City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
harry.black@stocktonca.gov | 209.937-8212
www.stocktonca.gov

From: Kevin Dougherty <kdougherty@fcrei.com>
Sent: Thursday, May 28, 2020 2:02 PM
To: Harry Black <Harry.Black@stocktonca.gov>; Michael Tubbs <mdtubbs@gmail.com>; slenz@iacopi.com<slenz@iacopi.com>
Cc: Kim Byrd <byrd.k67@gmail.com>; Patty Vasquez <Patty.Vasquez@stocktonca.gov>; Michael McDowell <Michael.McDowell@stocktonca.gov>
Subject: Chiistopher Bennitt, Empire Building

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Mayor Michael Tubbs
Councilperson Susan Lenz

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Kevin Dougherty

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President

kdougherty@fcrei.com

DRE #01258350

<image001.png>

2920 Pacific Avenue

Stockton CA 95204 USA

Direct +1 209 461 6400

Fax +1 209 461-6310

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<image002.png>

Allison Aube

From: Ty Wilson-Robinson
Sent: Wednesday, November 4, 2020 4:25 PM
To: Janice Miller
Subject: FW: CDBG Loans

FYI 😞

From: Ty Wilson-Robinson
Sent: Wednesday, November 4, 2020 4:24 PM
To: TheFemaleMarine <xochitl.paderes@gmail.com>; Margarita Reyes <Margarita.Reyes@stocktonca.gov>
Cc: Susan Will <Susan.Will@stocktonca.gov>
Subject: RE: CDBG Loans

Hello Xochitl,

You will need to submit a formal public records request. Please forward the details of your request to Susan Will, who will work with the City Clerk's Office regarding your request.

Thanks - Ty



Ty Wilson-Robinson, Housing Manager
City of Stockton - Economic Development
400 E. Main Street, 4th Floor, Stockton, CA 95202
ty.wilson-robinson@stocktonca.gov | 209.937.7585
<http://www.advantagestockton.com/>



From: TheFemaleMarine <xochitl.paderes@gmail.com>
Sent: Wednesday, November 4, 2020 4:16 PM
To: Margarita Reyes <Margarita.Reyes@stocktonca.gov>; Ty Wilson-Robinson <Ty.Wilson-Robinson@stocktonca.gov>
Subject: CDBG Loans

CAUTION: This email originated from outside the City of Stockton. Do not click any links or open attachments if this is unsolicited email.

Margarita and Ty,

Please advise how I can get a better understanding of CDBG loans issued by the City of Stockton and what the terms of a loan are?

I am interested specifically in a 'forgivable loan' awarded to Christopher Bennitt on March 13, 2013 in the amount of \$350,000.00.

If there is a specific process to request this information, please advise.

Xochitl Paderes

Allison Aube

From: Janice Miller
Sent: Monday, March 15, 2021 9:49 AM
To: Amanda Thomas
Subject: RE: Empire Theatre

Any liens or default notices from lenders? Also, is there an address for Kit?

From: Amanda Thomas <Amanda.Thomas@stocktonca.gov>
Sent: Monday, March 15, 2021 9:47 AM
To: Janice Miller <Janice.Miller@stocktonca.gov>
Subject: RE: Empire Theatre

Christopher Bennitt has owned since 2009. There is a lien by the City in March 2020, probably code enforcement violations.

From: Janice Miller <Janice.Miller@stocktonca.gov>
Sent: Monday, March 15, 2021 9:14 AM
To: Amanda Thomas <Amanda.Thomas@stocktonca.gov>
Cc: Janice Miller <Janice.Miller@stocktonca.gov>
Subject: Empire Theatre
Importance: High

Good morning, can you please look into the ownership of the Empire Theatre on Pacific Avenue and provide me with a summary by 11am this morning? Thanks!



Janice Miller, Assistant Director
City of Stockton, Economic Development Department
400 E. Main Street, 4th Floor, Stockton, CA 95202
janice.miller@stocktonca.gov | 209.937.8862
www.advantagestockton.com



Allison Aube

From: Janice Miller
Sent: Monday, March 15, 2021 9:53 AM
To: Amanda Thomas
Subject: RE: Empire Theatre

Thanks!

From: Amanda Thomas <Amanda.Thomas@stocktonca.gov>
Sent: Monday, March 15, 2021 9:53 AM
To: Janice Miller <Janice.Miller@stocktonca.gov>
Subject: RE: Empire Theatre

Not that I see.

CHRISTOPHER J BENNITT
4643 QUAIL LAKES DR STE 123
STOCKTON, CA 95207

From: Janice Miller <Janice.Miller@stocktonca.gov>
Sent: Monday, March 15, 2021 9:49 AM
To: Amanda Thomas <Amanda.Thomas@stocktonca.gov>
Subject: RE: Empire Theatre

Any liens or default notices from lenders? Also, is there an address for Kit?

From: Amanda Thomas <Amanda.Thomas@stocktonca.gov>
Sent: Monday, March 15, 2021 9:47 AM
To: Janice Miller <Janice.Miller@stocktonca.gov>
Subject: RE: Empire Theatre

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Cc: Janice Miller <Janice.Miller@stocktonca.gov>
Subject: Empire Theatre
Importance: High

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400 E. Main Street, 4th Floor, Stockton, CA 95202

janice.miller@stocktonca.gov | 209.937.8862

www.advantagestockton.com



Allison Aube

From: Carrie Wright
Sent: Monday, March 15, 2021 10:06 AM
To: Harry Black
Cc: Maraskeshia Smith; William Crew
Subject: Miracle Mile

CM Black,
As requested, the following is information regarding the Miracle Mile:

Theatre property:

Christopher Bennitt has been the owner since 2009, the site is commonly referred to as the Empire Theatre, however, there were several businesses located in the space, including restaurants. Understanding how important this property is the MMID, CDD has worked diligently to address the issues. EDD, in conjunction with CDD has presented information to the MMID Board in the past regarding process. The property owner has been unresponsive in working with the City.

Background:

- Notice and Order to Vacate and Cease and Desist all Operations was issued on June 7, 2017
 - Notice and Order was for all suites at 1825 – 1831 Pacific Ave.
- N&O was issued after multiple years of failure to comply with code enforcement violations dating back to 2012, including failure to comply with Stipulation Agreement issued August 19, 2016
- 19 pages of dangerous and hazardous conditions were identified in the N&O including:
 - Insufficient and blocked egress routes
 - Illegal alterations not meeting minimum code standards
 - Lack of fire-rated construction and fire retardant materials throughout
 - Illegal and hazardous electrical alterations throughout
 - Illegal conversion of commercial space to residential dwelling unit not meeting minimum code standards
 - Lack of fire sprinkler/fire protection systems

Permitting:

- A building permit was issued to address the code violations in the South portion of the building (not including the theatre) on 8/21/2018
 - Inclusive of Suites 1-6 of 1825 Pacific Ave
 - Permit expired on 3/16/2020 due to lack of activity by the applicant
- Building permit was issued for the tenant improvements in Suite 1 (yoga studio) on 8/21/2018
 - Permit expired on 3/16/2020 due to lack of activity by the applicant
- Building permit was issued for Suites 3 & 4 on 10/9/2019
 - Permit expired on 4/6/2020 due to lack of activity by the applicant

Current:

- Although some improvements were made to the South portion of the building (1825 Pacific Av, Suites 1-6) under the noted building permits, that work was ultimately abandoned, and the contractor left the site.
- No work has commenced in the North portion of the building (1829-1831 Pacific Av) since the issuance of the N&O

- Code Enforcement continues to monitor the site for garbage, junk, and debris, and to ensure the building remains secured

Other items about MMID that board members might bring up:

1. There is a privately owned banner that used to hang over Pacific Avenue to promote various things for the Mile (poles are located on either side of the street to hold the banner). The banner rights are owned by Kevin Dougherty and Denise Jefferson (50%) and the other half is owned by Visit Stockton. Due to concerns of the security and safety of the banner, the City (PW) has indicated that the poles need to be re-engineered before banners can be displayed. To my knowledge, the improvements haven't been made. I also understand that Visit Stockton would like to buy out the other half (it sounds like the owners may not be interested in selling). MMID would like to use the banner to promote events for the District; they may ask for funding from the City.
 - a. I've asked Nicole to keep tabs on this but I haven't rec'd any updates; I will follow-up.
2. Public Infrastructure Improvements the Board may mention:
 - a. Additional enhanced cross walks (with lights and signage)
 - b. Resurfacing/stripping City-owned parking lots
 - c. Security and homelessness may come up; although the district does pay for its own private security.
 - d.



Carrie Wright, Director of Economic Development

City of Stockton - Economic Development Department

400 E. Main Street, 4th Floor, Stockton, CA 95202

carrie.wright@stocktonca.gov | 209.937.8694

www.advantagestockton.com



Allison Aube

From: Harry Black
Sent: Monday, March 15, 2021 1:09 PM
To: Carrie Wright
Cc: Maraskeshia Smith; William Crew
Subject: RE: Miracle Mile

Thanks!



Harry Black
City Manager
City of Stockton
425 N. El Dorado Street, Stockton, CA 95202
(209) 937-8212
harry.black@stocktonca.gov
www.stocktonca.gov

From: Carrie Wright <Carrie.Wright@stocktonca.gov>
Sent: Monday, March 15, 2021 10:06 AM
To: Harry Black <Harry.Black@stocktonca.gov>
Cc: Maraskeshia Smith <Maraskeshia.Smith@stocktonca.gov>; William Crew <William.Crew@stocktonca.gov>
Subject: Miracle Mile

CM Black,
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Theatre property:

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 - d.

Carrie Wright, Director of Economic Development

City of Stockton - Economic Development Department

400 E. Main Street, 4th Floor, Stockton, CA 95202

carrie.wright@stocktonca.gov | 209.937.8694





Allison Aube

From: Harry Black
Sent: Monday, May 17, 2021 1:53 PM
To: Eric Jones
Subject: RE: Notification - Protest

Not necessary. Thanks!

Harry Black

City Manager

City of Stockton

425 N. El Dorado Street, Stockton, CA 95202

(209) 937-8294

harry.black@stocktonca.gov



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From: Eric Jones <Eric.Jones@stocktonca.gov>
Sent: Monday, May 17, 2021 1:29 PM
To: Harry Black <Harry.Black@stocktonca.gov>
Subject: Fwd: Notification - Protest

Sir,

Here is a demonstration that occurred at Empire Theater that we were not expecting and is now over. Would you like me to notify CC?

Eric Jones
Chief of Police
Stockton Police Department
(209) 937-8217

Begin forwarded message:

From: Dana Mosher <Dana.Mosher@stocktonca.gov>
Date: May 17, 2021 at 11:21:37 PDT
To: Eric Jones <Eric.Jones@stocktonca.gov>, James Chraska <James.Chraska@stocktonca.gov>, Eric

Kane <Eric.Kane@stocktonca.gov>, Kathryn Nance <Kathryn.Nance@stocktonca.gov>, Ivan Rose <Ivan.Rose@stocktonca.gov>, Antonio Sajor <Antonio.Sajor@stocktonca.gov>, Travis Digiulio <Travis.Digiulio@stocktonca.gov>, Joshua Doberneck <Joshua.Doberneck@stocktonca.gov>, Jonathan Swain <Jonathan.Swain@stocktonca.gov>, Joseph Silva <Joseph.Silva@stocktonca.gov>, Scott Graviette <Scott.Graviette@stocktonca.gov>, Dean Happel <Dean.Happel@stocktonca.gov>, Esteban Arrieta <Esteban.Arrieta@stocktonca.gov>, John Hernandez <John.Hernandez@stocktonca.gov>, Gary Benevides <Gary.Benevides@stocktonca.gov>

Subject: Notification - Protest

Call/Crime Type: Protest

Date & Time: 05/17/21 @ 0945 hours

Location: 1825 Pacific Av (Empire Theater)

Case Number: N/A

Approximately 20 protesters gathered in front of the Empire Theater to protest its demolition. Vice monitored the event. No issues were reported, and the crowd left at 1115 hours.

Respectfully,

Lieutenant Dana Mosher
Field Operations Division
22 East Market Street
Stockton, CA 95202
(209) 937-8480

Allison Aube

From: James Chraska
Sent: Friday, May 14, 2021 11:21 AM
To: Eric Jones
Subject: Five Alarm Fire, 1800 Block of Pacific Avenue

Chief,

Here is the most current update regarding the Empire Theater as well as some dates on prior code history.

Our Code officers are on scene and have coordinated with the building inspector. They have determined six commercial business north of the theater and two residential homes directly behind are in within proximity to be directly threatened by a structural collapse. Code has contacted the property owner, Mr. Bennet. He has not provided a contractor, as requested but tentatively agreed to the demo. Code will next be calling the City's contractor to respond for a site summary and demolition. Code expects the safety demolition portion to be completed today, making the residential displacement short-term.

Code/CDD history: June 2107 was the Notice to cease and desist all business. Start of receivership case began in October 2017 with CA and outside council. As far as issues related to Code, two small fires occurred in 2018 and other than those, we responded in 2019/20/21 a total of four times for unsecured property/open doors.

Thank you,
Jim

Allison Aube

From: James Chraska
Sent: Monday, May 17, 2021 6:25 PM
To: James Chraska
Subject: Fwd: Five Alarm Fire, 1800 Block of Pacific Avenue

Sent from my iPhone

Begin forwarded message:

From: James Chraska <James.Chraska@stocktonca.gov>
Date: May 14, 2021 at 11:20:00 AM PDT
To: Eric Jones <Eric.Jones@stocktonca.gov>
Subject: **Five Alarm Fire, 1800 Block of Pacific Avenue**

Chief,

Here is the most current update regarding the Empire Theater as well as some dates on prior code history.

Our Code officers are on scene and have coordinated with the building inspector. They have determined six commercial business north of the theater and two residential homes directly behind are in within proximity to be directly threatened by a structural collapse. Code has contacted the property owner, Mr. Bennet. He has not provided a contractor, as requested but tentatively agreed to the demo. Code will next be calling the City's contractor to respond for a site summary and demolition. Code expects the safety demolition portion to be completed today, making the residential displacement short-term.

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Thank you,
Jim

Allison Aube

From: James Chraska
Sent: Monday, May 17, 2021 6:42 PM
To: Eric Jones
Subject: Re: Empire Theater Facade

Chief,

I've asked Kathryn to get the latest update to us. The info I sent day of is below, but doesn't address the most recent demo or facade question. I'm providing that prior email just for reference.

Here is the most current update regarding the Empire Theater as well as some dates on prior code history.

Our Code officers are on scene and have coordinated with the building inspector. They have determined six commercial business north of the theater and two residential homes directly behind are in within proximity to be directly threatened by a structural collapse. Code has contacted the property owner, Mr. Bennet. He has not provided a contractor, as requested but tentatively agreed to the demo. Code will next be calling the City's contractor to respond for a site summary and demolition. Code expects the safety demolition portion to be completed today, making the residential displacement short-term.

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Thank you,
Jim
Sent from my iPhone

On May 17, 2021, at 5:55 PM, Eric Jones <Eric.Jones@stocktonca.gov> wrote:

Can you please send me a summary of the code enf piece of this. I believe I got it earlier this week but maybe resend it to my? Thanks

Eric Jones
Chief of Police
Stockton Police Department
(209) 937-8217

Begin forwarded message:

From: Harry Black <Harry.Black@stocktonca.gov>
Date: May 17, 2021 at 17:46:47 PDT
To: William Crew <William.Crew@stocktonca.gov>, Eric Jones <Eric.Jones@stocktonca.gov>, Richard Edwards <Richard.Edwards@stocktonca.gov>
Subject: FW: Empire Theater Facade

I would like to provide Council with an update on this tomorrow. Can someone get something to me that does that. I would like to get it out before noon tomorrow.

Thanks!

Harry Black
City Manager
City of Stockton
425 N. El Dorado Street, Stockton, CA 95202
(209) 937-8294
harry.black@stocktonca.gov

<image001.png>
Become a Volunteer!
www.stocktonca.gov/cleancity

From: Kevin Lincoln <Kevin.Lincoln@stocktonca.gov>
Sent: Monday, May 17, 2021 5:39 PM
To: Harry Black <Harry.Black@stocktonca.gov>
Subject: Empire Theater Facade

CM Black,

Is there any additional information regarding the demolition of the Empire Theater? Several constituents are inquiring online about the demolition and preservation of the facade of the empire theatre.

Mayor Lincoln

Allison Aube

From: James Chraska
Sent: Tuesday, May 18, 2021 7:24 AM
To: Eric Jones
Subject: Re: Empire Theater Facade

I text Kathryn already this am and asked her for the update. I also asked if she needs me to do the follow up. If she doesn't respond soon I'll call Alma and make sure we have whatever by 9

Sent from my iPhone

On May 18, 2021, at 7:22 AM, Eric Jones <Eric.Jones@stocktonca.gov> wrote:

Anything for us to add here? I think this pretty much covers it but want to make sure

Eric Jones
Chief of Police
Stockton Police Department
(209) 937-8217

Begin forwarded message:

From: William Crew <William.Crew@stocktonca.gov>
Date: May 18, 2021 at 07:18:50 PDT
To: Richard Edwards <Richard.Edwards@stocktonca.gov>, Eric Jones <Eric.Jones@stocktonca.gov>
Subject: RE: Empire Theater Facade

Chiefs Jones and Edwards:

Would you like to add anything to John's synopsis below. I may try to make it a little more brief and concise for the Council. Obviously I do not want to duplicate efforts so if either of you have something started for Harry I can back off.

Thanks.

From: Richard Edwards <Richard.Edwards@stocktonca.gov>
Sent: Monday, May 17, 2021 8:17 PM
To: John Schweigerdt <John.Schweigerdt@stocktonca.gov>; Stephanie Ocasio <Stephanie.Ocasio@stocktonca.gov>; John Freitas <John.Freitas@stocktonca.gov>
Cc: William Crew <William.Crew@stocktonca.gov>
Subject: Re: Empire Theater Facade

Thank you. I think this answers any questions regarding the facade.
Rick

Richard J. Edwards

Fire Chief

Stockton Fire Department

209-937-8469 Office

530-318-8174 Cellular

richard.edwards@stocktonca.gov

From: John Schweigerdt <John.Schweigerdt@stocktonca.gov>
Sent: Monday, May 17, 2021 8:06 PM
To: Stephanie Ocasio <Stephanie.Ocasio@stocktonca.gov>; John Freitas <John.Freitas@stocktonca.gov>; Richard Edwards <Richard.Edwards@stocktonca.gov>
Cc: William Crew <William.Crew@stocktonca.gov>
Subject: Re: Empire Theater Facade

Good Evening,

The actions taken on Friday consisted of a partial demolition of the dangerous portions of the building as a result of the devastating fire. That partial summary demolition was necessary to ensure the building was stable while the property owner evaluates his next course of action. The dangerous portions of the building were demolished, all building openings were secured, and the site was fenced. The demolition actions taken on Friday were completed with signed consent from the property owner.

The majority of the West wall was in danger of collapse and was subsequently demolished. The collapsed portions of roof were also demolished. Portions at the Northeast corner of the building were left as-is to allow for the fire investigation as this is likely the area of ignition. The facade, theatre entry lobby, and first floor portion of the building (the former Casa Flores restaurant) were not demolished.

The Property Owner was issued a Notice and Order of intent to abate by demolition on Friday afternoon, see attached. The actions taken by the City on Friday were to ensure public safety, this notice informs the property owner that they must complete the demolition. If the property owner chooses, they can consult with an engineer and develop a plan to save the building which will require an assessment of the portions to remain, including any shoring that needs to occur prior to any rebuilding efforts. The property owner may also choose to move forward with the complete demolition of the structure. I confirmed with Nicole Moore on Friday that this building is actually not listed as

a historic resource, thus the owner may choose to demolish the facade if they wish.

Let me know if you need anything else on this.

<image002.png>

John Schweigerdt, CBO, CASp
DEPUTY DIRECTOR - BUILDING & LIFE SAFETY
Community Development Department
345 N. El Dorado St., Stockton CA 95202
Office: 209.937.8561 Direct: 209.937.8565

<image003.png>

From: Stephanie Ocasio <Stephanie.Ocasio@stocktonca.gov>
Sent: Monday, May 17, 2021 7:34 PM
To: John Freitas <John.Freitas@stocktonca.gov>
Cc: William Crew <William.Crew@stocktonca.gov>; John Schweigerdt <John.Schweigerdt@stocktonca.gov>
Subject: Fwd: Empire Theater Facade

Hello Johnnie,
Can you please assist me with the Chief's request? Any information you could provide is appreciated.

Thank You,
Stephanie Ocasio
Assistant Director of Community Development
City of Stockton

[Sent from my mobile]

From: Richard Edwards <Richard.Edwards@stocktonca.gov>
Sent: Monday, May 17, 2021 7:24 PM
To: Stephanie Ocasio; John Schweigerdt
Cc: William Crew
Subject: Fwd: Empire Theater Facade

Good evening,
I'm helping to coordinate a response to the CMO regarding the attached email referencing the Empire Theater Facade. Can you provide a demolition status following Friday's fire? I don't believe the main lobby area was compromised during the fire, but I am unaware of how it is connected to the rest of the building and the facade. Any information would be greatly appreciated.

Thanks,
Rick

Richard J. Edwards
Fire Chief
Stockton Fire Department
400 E. Main Street, 4th Floor

Stockton, CA 95202
209-937-8469 Office
530-318-8174 Cell

From: Harry Black <Harry.Black@stocktonca.gov>
Sent: Monday, May 17, 2021 5:46:46 PM
To: William Crew <William.Crew@stocktonca.gov>; Eric Jones <Eric.Jones@stocktonca.gov>; Richard Edwards <Richard.Edwards@stocktonca.gov>
Subject: FW: Empire Theater Facade

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Thanks!

Harry Black
City Manager
City of Stockton
425 N. El Dorado Street, Stockton, CA 95202
(209) 937-8294
harry.black@stocktonca.gov

<image004.png>
Become a Volunteer!
www.stocktonca.gov/cleancity

From: Kevin Lincoln <Kevin.Lincoln@stocktonca.gov>
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To: Harry Black <Harry.Black@stocktonca.gov>
Subject: Empire Theater Facade

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Mayor Lincoln

Allison Aube

From: Shayleen Ellington
Sent: Friday, May 14, 2021 10:36 AM
To: Ken Johnson
Subject: 1825 Pacific Ave Reports
Attachments: No Reply_20210514_102946.pdf

Sir,

These are the last of the reports, all inspections are based on permits for T.I.'s. No file exists in ERS for 1825 – 1831 Pacific Ave, so no current operational inspections exist that I can find. Please let me know if you need anything else.

Shayleen Ellington
Supervising Fire Prevention Inspector
Stockton Fire Department/Fire Prevention
(209)990-1409 cell
(209)937-8467 office
Shayleen.ellington@stocktonca.gov



Our Mission: The Stockton Fire Department is committed to providing excellent emergency and non-emergency customer service – ensuring a safe community through public education, prevention, and aggressive suppression and rescue activities.



STOCKTON FIRE DEPARTMENT
 FIRE PREVENTION DIVISION
 345 N. EL DORADO STREET
 STOCKTON, CA 95211

INSPECTION TICKET

PERMIT # SFD/SP 19-135
 PERMIT # BP _____

ADDRESS: 1825 Pacific Av

PROJECT NAME: empire

ON-SITE CONTACT: Brian HNA PHONE: 209 992 6008

CALLER'S NAME: Yolanda PHONE: _____

INSPECTION DATE: Wed 6/26/19 @ 9:00AM

INSPECTION TYPE: PIA test

RESULTS: AP=APPROVED AE=APPROVED WITH EXCEPTION
 CA=CANCELLED DA=DISAPPROVED

RESULTS: AP

FEE: Yes/No \$ _____

COMMENTS / CORRECTIONS

Functional Test: pull station (2), horn/strobe (3)
 strobe (1), FACU, cell comm, & sprinkler line
 Tamper, Doc Box, FACU smoke Det.
 General alarm BCP confirmed address
 device, Battery test 5 min. OK
 dedicate ext. EXK lock out

[Handwritten Signature]

INSPECTOR: *[Signature]*

DATE: 6-26-19

Stockton Inspection Report

Tel: 209-937-8560

Location:

1825 PACIFIC AV 1, STOCKTON, CA, 95204

Inspection Date:**Record Type:**

Commercial

Record ID:

BP17-05942

Inspection Type:

021 Final Fire

Inspector:

Robert Kubena

Result:

Approved

Comments:

5-30- 2019 on-site contact Don Yount 209-292-1103

Reinspection dated 5-14- 2019. Other inspection request made for today permit number 17-05937 was canceled by Don.

Inspection for tenant improvement Suite 1 only.

Exiting, fire sprinkler, fire alarm system, fire extinguisher with sign,

Occupancy load sign. Occupancy load 29 persons. Occupancy load sign required at main entrance interior above door.

TCO granted for furniture and equipment. TCO granted with building department approval.

Violation Summary:

Inspector

Contractor



STOCKTON FIRE DEPARTMENT
 FIRE PREVENTION DIVISION
 448 N. EL COLORADO STREET
 95210-8271



PERMIT # 19-238 INSPECTION TICKET

ADDRESS: 1825 Panama Ave

PROJECT NAME: addition

CONTRACTOR/INSTALLER: Bang alarm Larry Brown

OFFICE PHONE:

CELL PHONE:

INSPECTION DATE: Thurs 1/23/19

INSPECTION TYPE: FIA Temp TCO

RESULTS: AP-APPROVED AE-APPROVED WITH EXCEPTION
 CA-CANCELLED DA-DISAPPROVED

RESULTS: AP for suite 1

COMMENTS / CORRECTIONS

functional test: 112° sprinkler base flow
 1/2 gal @ 1/2 pull station 1/2 gal @ 1/2 pull station
 1/2 gal @ 1/2 pull station

benet alarm 112° flow/pull station
 suite 1, 5 min after test response 2 min

activate breaker back on

per final AP ste 2 only other

building areas + 1 space in

per final AP ste 1 only

up building Dept. APPROVAL

INSPECTOR

[Signature]

DATE:

5-30-19

Original - FPD

Copy - Customer

01/28/16 FPD Inspection Ticket



Stockton Fire Department • Fire Prevention Division
345 N. El Dorado Street, Stockton, CA 95202
(209) 937-8271 • Fax (209) 937-8893



Final Approval Requirements

Fire Permit Number: SFD19-164
Tenant: Empire Commercial Building Stockton
Job Address: 1825 Pacific Ave. Stockton
Reviewed By: CSG/CGI
Date: April 22, 2019
Proposed Work: AFS T.I.

COMMENTS - This plan check is not to be construed as an approval for any code items not noted, or commented on. It is the contractor's responsibility to conform to the provisions of all relevant laws, codes, ordinances, rules and regulations. Work shall not commence without approved plans unless specifically allowed by the Fire Marshal. All inspections require the "APPROVED" job copy and job card to be available on the job site.

California Fire Code Title 24, Part 9: Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof, which are not specifically provided for by this code shall be determined by the fire code official.

Inspections – Unless unusual circumstances arise, the developer shall provide at least twenty-four hours notice to the Fire Prevention Division to arrange an inspection. Inspection requests may be made by calling the telephone number listed above and scheduling either an A.M. inspection (9:00 a.m. to 11:00a.m.) or a P.M. inspection (1:30 p.m. to 4:00 p.m.).

Additional Fire Inspection Fee(s) – Additional fee(s) will be imposed for any additional fire inspections that are requested.

Additional Fire Department Notes:

- 1. Visual Inspection** – A visual inspection is required to verify that the fire sprinkler heads are the appropriate type, show no signs of leakage, are free of obstructions, are not physically damaged in any manner, and are installed in the appropriate locations (as per the approved plans). Fire sprinkler system piping shall also be visually inspected to ensure that it is in good condition and free of mechanical damage, leakage, corrosion, and misalignment.
- 2. Hangers** – Installation of hangers shall meet NFPA 13 requirements, shall be certified by a registered professional engineer, shall be listed and approved for their specific use, and shall be constructed of ferrous materials, including the associated anchoring (fastening) components.
- 3. Earthquake (Seismic) Bracing** – Fire sprinkler system piping shall be physically protected against damage from earthquakes and shall comply with NFPA 13 Standards for installation requirements.
- 4. Fire Sprinkler System Certification** – Upon final inspection, the buildings fire sprinkler system shall be current with a five-year state certification test. A qualified, state licensed C-16 fire sprinkler contractor shall be responsible for

performing the service testing of the fire sprinkler system. The service test date shall be posted on the fire sprinkler riser(s).

5. **Fire Sprinkler System Monitoring** – Control valve(s) shall be equipped with a tamper switch device, and shall be supervised (if 20 heads or more) by an approved central station, remote, or proprietary monitoring company.
6. **Control Valve Security** – Control valves shall be locked and secured in the open position with a breakaway type of lock and chain.
7. **Spare Head Sprinkler Box** – A spare head sprinkler box shall be supplied at the riser and equipped with appropriate type fire sprinkler heads and wrench.
8. **Escutcheons** – Fire sprinkler head escutcheons shall be installed at time of final Fire Department inspection.

Final Fire Department Inspection Required – to verify that requirements for fire protection facilities have been met, and actual construction of all fire protection equipment has been completed in accordance with the approved plan.

Should you have any questions contact the Stockton Fire Prevention Division at (209) 937-8271.



Stockton Fire Department • Fire Prevention Division
345 N. El Dorado Street, Stockton, CA 95202
(209) 937-8271 • Fax (209) 937-8893



Final Approval Requirements

Fire Permit Number: SFD19-235
Tenant: Empire
Job Address: 1825 Pacific Ave Stockton
Reviewed By: CSG/CGI
Date: June 19, 2019
Proposed Work: Fire Alarm upgrade

COMMENTS - This plan check is not to be construed as an approval for any code items not noted, or commented on. It is the contractor's responsibility to conform to the provisions of all relevant laws, codes, ordinances, rules and regulations. Work shall not commence without approved plans unless specifically allowed by the Fire Marshal. All inspections require the "APPROVED" job copy and job card to be available on the job site.

California Fire Code Title 24, Part 9: Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof, which are not specifically provided for by this code shall be determined by the fire code official.

Inspections – Unless unusual circumstances arise, the developer shall provide at least twenty-four hours notice to the Fire Department to arrange an inspection. Inspection requests may be made by calling the telephone number listed above and scheduling either an A.M. inspection (9:00 a.m. to 11:00 p.m.) or a P.M. inspection (1:30 p.m. to 4:00 p.m.).

Additional Fire Inspection Fee(s) – Additional fee(s) will be imposed for any additional fire inspections that are requested.

Additional Fire Department Notes:

- Plan Approval** – These plans have been approved for the installation of the following equipment: The installation of such system shall meet all applicable codes and ordinances regulated by the Fire Department, which include the National Fire Alarm Code (NFPA 72 Standards), California Fire Code (CFC) Chapter 9 (Section 907), and the National Electrical Code (NEC) Article 760 Standards.
- Listed Equipment** – These plans have been approved with the implementation of new fire alarm system equipment meeting UL, FM and CSFM listings.
- UL Certification** – The City of Stockton has adopted UL Certification which shall be recognized on any newly installed fire alarm and/or monitoring system. Existing fire alarm and/or monitoring systems that require an upgrade and/or modification shall also meet current UL Certification and compliance.
- Manual Fire Alarm Boxes (Pull Stations)** – The **location** of each manual fire alarm pull station box shall be approved by the Fire Department and shall be located within 5 feet of any emergency exit door. Manual fire alarm pull station boxes shall be installed at a minimum **height** of 42 inches and a maximum height of 48 inches A.F.F. (above finished floor). The standard **color** of manual fire alarm pull station boxes shall be RED. **Protective covers** may be required for each manual fire alarm pull station box to prevent malicious activity and/or to protect the device from weather or physical damage.

5. **System Monitoring** – This system will be required to have a **GENERAL ALARM / SUPERVISED ALARM / LOCAL ALARM** signaling capability. UL approved central station monitoring **is required**. If central station monitoring is required, then it shall be done by an approved (and UL listed) central station monitoring company. If central station monitoring is neither required nor elected, remote supervising or proprietary supervising stations shall be allowed (if approved by the Fire Department).
6. **Fire Alarm Notification** – As part of the waterflow monitoring requirements, audible alarm notification shall be installed throughout the building. In addition, manual pull station(s) will also be installed as required per the California Fire Code (CFC - Chapter 9) and NFPA 72 Standards. Audible alarm notification shall be installed so as to be heard throughout the occupied building/tenant space. A separate fire permit is required for the installation of the fire alarm notification equipment. All work shall be performed by a qualified fire alarm contractor possessing a C-10 license
7. **Zoning and Annunciation Requirements** – Fire alarm systems shall be zoned appropriately as dictated in the California Fire Code (CFC). Annunciation shall also be separately indicated on an approved panel in an approved location of the building.
8. **100% Functional Service Test Required** – A 100% functional test is required to ensure compliance with all applicable codes and requirements.
9. **Maintenance** – It is the responsibility of the building owner to provide and maintain the fire alarm system in 100% functional condition.
10. **Door Signage** – When the fire alarm system control panel is located inside of a room or other secured location, the Fire Department will require the exterior side of the door to be labeled and identified. The door shall have a sign that reads **"Fire Alarm Control Panel Located Inside"**. Letters shall have a minimum one-inch height and shall be installed so as to contrast their background.
11. **Duct Detectors in Air Handling Units** – Where in-duct smoke detectors are installed in air handling units that are located more than 10 feet above finished floor (a.f.f.) or in arrangements where the detection alarm indicator is not visible to responding personnel, the detectors provided with remote alarm indicators and test switch plates. Remote alarm indicators and test switch plates shall be installed in an accessible location and shall be clearly labeled to indicate both their functions and the air handling unit(s) associated with each detector and test switch plate.
12. **Circuit Breaker & Lock** - Provide a dedicated circuit breaker for fire alarm system in electrical panel with an approved breaker lock out.
13. **Document Box** – A document box is required to be installed in the room where the FACP is located. The box shall be secured in a manner to allow fire department access to the contents.

Final Fire Department Inspection Required – Fire Final Inspection Required verifying that requirements for fire protection facilities have been met and actual construction of all fire protection equipment has been completed in accordance with the approved plan.

Should you have any questions contact the Stockton Fire Prevention Division at (209) 937-8271.



Stockton Fire Department • Fire Prevention Division
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Final Approval Requirements

Building Permit Number: BP19-04154
Tenant: Empire Building (Suites 3&4)
Job Address: 1825 Pacific Ave. Stockton
Reviewed By: CSG/CGI
Date: June 24, 2019
Proposed Work: Interior T.I.

COMMENTS - This plan check is not to be construed as an approval for any code items not noted, or commented on. It is the contractor's responsibility to conform to the provisions of all relevant laws, codes, ordinances, rules and regulations. Work shall not commence without approved plans unless specifically allowed by the Fire Marshal. All inspections require the "APPROVED" job copy and job card to be available on the job site.

California Fire Code Title 24, Part 9: Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof, which are not specifically provided for by this code shall be determined by the fire code official.

BUILDING PERMIT FIELD INSPECTIONS - BUILDING DIVISION INSPECTION REQUEST PROCEDURES – Call the automated inspection hotline at (209) 937-8560. The phone number is also on your jobsite inspection envelope that was issued with the building permit. To obtain building permit final approval, a Fire Protection System Inspection is required from the Stockton Fire Prevention Division. The Fire Protection System Inspection code is 785. **INSPECTIONS MUST BE CALLED IN BY 4:00 pm TO THE AUTOMATED SYSTEM BEFORE THE DAY YOU WOULD LIKE THE INSPECTION DONE.**

AUTOMATIC FIRE SPRINKLER / FIRE ALARM SYSTEM FIELD INSPECTIONS – Contact the Stockton Fire Prevention Division at (209) 937-8271. Inspections – Unless unusual circumstances arise, the developer shall provide at least twenty-four hour notice to the Fire Prevention Division to arrange an inspection. Inspection requests may be made by calling the telephone number listed above and scheduling either an A.M. inspection (9:00 a.m. to 11:00 a.m.) or a P.M. inspection (1:30 p.m. to 4:00 p.m.).

Additional Fire Inspection Fee(s) – Additional fee(s) will be imposed for any additional fire inspections that are requested.

Additional Fire Department Notes:

1. **Plan Approval** – These plans have been approved for the interior tenant improvements within an existing building with an automatic fire sprinkler system.
2. **Fire Sprinkler System Alterations Required** – Expand existing overhead fire sprinkler system into the tenant improvement areas within the building.
3. **Fire Alarm System Alterations** – If the building has an existing fire alarm system, means to expand interior notification within the tenant improvement areas within the building will be required.

4. **Portable Fire Extinguishers Required** – Install portable fire extinguishers having a minimum size of 5 lbs. and a minimum rating of 2A:10BC in centrally located and accessible locations (as approved by the Fire Department) within the tenant space.
5. **Building Address** – A minimum 12-inch address shall be installed on the exterior of the building. If there are individual tenant spaces / suites, 6-inch address numbers shall be installed on the entrance door to the business. Address numbers shall be installed on a contrasting background so as to be visible from the street.

Additional Permits Required For:

- Fire Sprinkler System Alterations
- Fire Alarm System Alterations (If Applicable)

Final Fire Department Inspection Required – to verify that requirements for fire protection facilities have been met, and actual construction of all fire protection equipment has been completed in accordance with the approved plan.

Should you have any questions contact the Stockton Fire Prevention Division at (209) 937-8271.

Allison Aube

From: Shayleen Ellington
Sent: Friday, May 14, 2021 10:09 AM
To: Ken Johnson
Subject: 1825 Pacific Ave Records
Attachments: No Reply_20210514_100429.pdf; No Reply_20210514_100314.pdf

Chief,

This is just some of the records to get started. There are several files I will print and send to you, in no particular order. Please let me know if there is something specific so I can expedite it. Otherwise, I will send the other reports as I open them. We also have several records for the suites. I have not opened those files, as I am not sure if that is what you want. Please advise. Thank you, Sir.

Shay
Shayleen Ellington
Supervising Fire Prevention Inspector
Stockton Fire Department/Fire Prevention
(209)990-1409 cell
(209)937-8467 office
Shayleen.ellington@stocktonca.gov



Our Mission: The Stockton Fire Department is committed to providing excellent emergency and non-emergency customer service – ensuring a safe community through public education, prevention, and aggressive suppression and rescue activities.

August 3, 2017

1825 Pacific Avenue, suite 2

I was driving north on Pacific and observed the Central bar & restaurant had open doors and people inside. I stopped to investigate and found 3 people inside repairing holes in the ceiling of the restaurant.

The 3 workers were not fluent English speakers and were unable to answer questions. The person that was cutting locks and giving the STOP task force access at the 1624 E. Alpine property arrived. He explained that they were Mr. Bennitt's employees. He stated that they were remodeling the restaurant. I ask and was granted permission to take pictures. I ask if any other work was going on and he stated that an Architectural firm was in the next suite north looking at the building. I ask if I could go into that occupancy and he stated I could.

After leaving Central I went to the next suite north. Catalyst Realty, 1825 Pacific Avenue, suite 5.

The front entry door was open and I walked in. I observed that the work areas had personal effects including purses, pictures, addressed mail and items giving the impression that these areas were actively being used.

On the second floor, I met with Bobby Whitworth of Richard Avelar & Associates. Mr. Whitworth stated that he and two coworkers were with an architectural firm hired by Mr. Bennitt. Their assignment was to inspect the Pacific Avenue property.

Nothing follows.

Mike Bixler

Fire Inspector II

Stockton Fire Department

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2. The exit sign to the north of the entrance/exit door does not function properly. Repair or replace to ensure correct operation. – CFC 604.6.1
3. Provide proper clearance around sub-panels throughout. Remove all materials 3 feet from in front of the equipment to a width of the panel and grade level to 6 feet, 6 inches. – NEC 110.26.A // UCADB 302.13
4. Properly install covers on all open electrical boxes, panels to include dead front, light fixtures, receptacle outlets and other electrical covers throughout. – CFC 605.6
5. Repair or replace all damaged and/or missing receptacle covers throughout Espresso Coffee and seating area. - CFC 605.6
6. Repair or replace the ceiling material in the kitchen area which is damaged, deteriorated and/or missing. – CFC 703.1 // UCADB 302.13

Balance Physical Therapy:

1. Properly secure and install code compliant stair railings on the interior stairway. – UCADB 302.2

Centrale:

1. Properly clean all grease and debris from kitchen hoods and cooking appliances. – CFC 904.12.6

Catalyst Realty:

1. Repair or replace the ceiling tile in the second floor electrical room which is damaged, deteriorated and/or missing. – CFC 703.1 // UCADB 302.13
2. Repair or replace the damaged ceiling and walls in the storage room. – CFC 703.1 // UCADB 302.13

Gusty Wings:

1. Properly install splash guards on fat fryers. – CFC 904.1 // NFPA 17A
2. Properly clean grease from hood areas and walls. – CFC 904.11.6.3

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5. Properly cap all exposed wiring in the exterior patio area of Centrale. – UCADB 302.13 // CFC 605.6

Catalyst Realty:

1. Cease using extension cords as permanent sources of electrical installation throughout the first and second floor of Catalyst Realty. – CFC 605.5
2. Second story emergency exit is not accessible or installed to meet the minimum exiting requirements. Exit doors must swing in the direction of travel and there must be 2 exits per occupancy load. – CFC 1008.1.2 // CBC 1015.1 // CFC 1019.1
3. Repair or replace the exit sign which is not illuminated. – CFC 1013.3

Gusty Wings:

1. Cease using extension cords as permanent sources of electrical installation throughout the restaurant. Remove all illegal extension cords from the ceilings, counter areas, kitchen and dining areas. – CFC 605.5 // UCADB 302.13
2. Fat fryer on west side of cookers needs to be repositioned under extinguishing system nozzle. – CFC 904.1 // NFPA 17A

The Mile:

1. Ensure the front roll up door properly functions to include securing. When business door is unlocked, roll-up door must stay open on its own. Currently, the door is secured open by use of a screwdriver wedge. – UCADB 302.13
2. Cease using extension cords as permanent sources of electrical installation throughout The Mile. – CFC 605.5
3. Eliminate extension cord from upstairs office to outside exterior lighting. – CFC 605.5
4. Properly seal the opening to interior space behind the wall at the upper level of the stairway with approved fire-rated construction. – CFC 703.1 // UCADB 302.13

F. Dangerous Conditions at Catalyst Realty – 1825 Pacific Avenue, Suites 3 and 4:

1. Repair the ceiling tile in the second floor electrical room which is damaged, deteriorated and/or missing. – CFC 703.1 // UCADB 302.13
2. Repair the damaged ceiling and walls in the storage room. – CFC 703.1 // UCADB 302.13

G. Dangerous Conditions at Gusty Wings – 1825 Pacific Avenue, Suite 5:

1. The fat fryers need side splash guards. – CFC 904.1 // NFPA 17A
2. Completely clean grease from hood areas and walls which could create a fire hazard. – CFC 904.11.6.3
3. Completely remove the garbage, debris and other combustible items being stored around the water heater. – CFC 315.3.3

H. Dangerous Conditions at The Mile – 1825 Pacific Avenue, Suite 6:

1. There is not proper clearance provided around the electrical sub-panels throughout the establishment, including the kitchen and bar area. – NEC 110.26.A // UCADB 302.13
2. All Fire extinguishers need to be within 75 feet of the area to be protected. – CFC Table 906.3.1

I. Dangerous Conditions at Serendipity Salon – 1829 Pacific Avenue:

1. There is not proper clearance provided around the electrical sub-panel. – UCADB 302.13 // NEC 110.26.A
2. Repair the missing or damaged electrical covers throughout the Salon. – CFC 605.6
3. The Fire extinguishers require proof of annual service/recharge. – CFC 906.2

5. The wall is breached at the west side of the bar and does not provide fire protection and would serve to spread a fire very rapidly throughout the entire building. – CFC 703.1 // UCADB 302.13
6. There is exposed electrical wiring throughout the bar area, second floor stairway and second floor security room. – UCADB 302.13 // CFC 605.6

H. Illegal Living Unit/Dangerous Conditions at Former Office Space conversion – 1827 Pacific Avenue:

1. Illegal, un-permitted alteration of Office space into a rented dwelling unit. – UCADB 302.9 // 15.04.250, 260, 310
2. The exterior door of the rented dwelling unit has a dual-keyed lock which would not allow the occupant to exit in an emergency without the use of a key. – SMC 15.24.030 (b) 12 // H&S 17920.3.l // UCADB 302.13 // CBC 1008.1.8.7
3. The windows have permanent bars blocking emergency exiting and do not meet the minimum sizing to allow for emergency escape and rescue. – SMC 15.24.030 (b) 12 // H&S 17920.3.l // UCADB 302.13 // CBC 1008.1.8.7
4. The required interior hall lighting at the stairs is not working. – UHC 701.2 // SMC 15.24.030 (b) 4, 13 // H&S 17920.3.d, 17920.3.l
5. The room next to the kitchen/bathroom area which is being used as a bedroom does not meet the minimum requirements as a bedroom. – UHC 503.2 // UCADB 302.13
6. The ceiling material throughout the living space is damaged and deteriorated. – SMC 15.24.030 (b) 3 // H&S 17920.3.c // CFC 703.1 // UCADB 302.13
7. The wall material throughout the living space is damaged and deteriorated. – SMC 15.24.030 (b) 3 // H&S 17920.3.c // UCADB 302.13
8. The bathroom ventilation system and light is illegally installed in the shower and does not meet the minimum safety requirements for wet locations. – SMC 15.24.030 (b) 6 // H&S 17920.3.f

RE: 1825 THROUGH 1831 PACIFIC AVENUE (137-020-42) CASE 12-100159

LIST OF VIOLATIONS

I. DANGEROUS AND HAZARDOUS CONDITIONS MANDATING A NOTICE TO VACATE:

A. Failure to comply with Previous Violation Notices and Stipulation Agreement:

1. Failure to comply with Stipulation Agreement, issued on August 19, 2016 – SMC 1.32.010
2. Failure to comply with Community Development Department's corrective action notice, issued March 26, 2014. – SMC 1.32.010
3. Failure to comply with Civil Penalty Notice and Order, issued February 6, 2014. – SMC 1.32.010
4. Failure to comply with Administrative Citation, NSS# 100683, issued December 9, 2013. – SMC 1.32.010
5. Failure to comply with Administrative Citation, NSS# FY02217, Issued March 6, 2012. – SMC 1.32.010
6. Failure to comply with Notice to Vacate, issued January 31, 2012. – SMC 1.32.010 // UCADB 404.2

B. Dangerous Conditions at Empire/Royal Theatre – 1825 Pacific Avenue:

1. Illegal, un-permitted alterations and additions to the tenant occupied spaces. – SMC 15.04.250, 260, 310 // UCADB 302.13
2. Blocked exit pathways within the main theatre. – UCADB 302.2 // CBC 1014.4
WHEN EXITS ARE BLOCKED PEOPLE CANNOT LEAVE RAPIDLY. THIS CAUSES PANIC AND PEOPLE CROWD TOGETHER LEADING TO TRAGEDY
3. West side and East side exit doors within the main theatre do not open correctly presenting a hazard in the event of an emergency. – CBC 1008.1.8.7 // UCADB 302.2
WHEN EXITS OPEN INWARD RUSHING CROWDS WILL PUSH INTO EACH OTHER, THE DOORS WILL NOT OPEN BECAUSE BODIES ARE IN THE WAY



CITY OF STOCKTON

COMMUNITY DEVELOPMENT DEPARTMENT

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209 / 937-8444 • Fax 209 / 937-8893
www.stocktongov.com

NOTICE AND ORDER TO VACATE AND CEASE AND DESIST ALL OPERATIONS

JUNE 7, 2017 IMMEDIATELY DISCONTINUE ALL BUSINESS OPERATIONS

JUNE 7, 2017 BY 5:00 PM DISCONTINUE ALL OCCUPANCY FOR RESIDENTIAL PURPOSES

JUNE 9, 2017 1:00 PM DISCONTINUE ALL OCCUPANCY OF THE BUILDING

JUNE 7, 2017

OCCUPANT/BUSINESSES
ANY/ALL OCCUPANTS/BUSINESSES
1825 – 1831 PACIFIC AVENUE
STOCKTON, CA 95204

CHRISTOPHER J BENNITT
P.O. BOX 8346
STOCKTON, CA 95208

BANK OF AGRICULTURE AND COMMERCE
2021 W MARCH LANE, STE 2D
PO BOX 7066
STOCKTON, CA 95208

RE: 1825 THROUGH 1831 PACIFIC AVENUE (137-020-42) CASE 12-100159

PLEASE TAKE NOTICE THAT The subject property has been deemed a Hazardous and Dangerous building in violation of multiple regulations of the California Fire Code and the Uniform Code for the Abatement of Dangerous Buildings, 1997 edition, chapter 3, section 302 as adopted by the Stockton Municipal Code. Recent inspections by enforcement staff of the City of Stockton found the following immediately Hazardous and Dangerous conditions throughout the building, as more fully noted on the attached list of violations.

These Hazardous and Dangerous conditions located throughout the building pose such an immediate threat to the life, limb, health, safety, and welfare of the public at large and the occupants of this property as to constitute an emergency.

THEREFORE NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS ORDERED VACATED JUNE 7, 2017 IMMEDIATELY FOR BUSINESS PURPOSES pursuant to Uniform Code for the Abatement of Dangerous Buildings, Section 401.2 et seq. Further Notice is provided that the building and affected businesses cannot be re-occupied until such time as all violations are corrected and approved by the Building Official and Fire Marshal.

NOTICE & ORDER TO VACATE AND CEASE AND DESIST ALL OPERATIONS
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5. Extension cords have been placed underneath the mats which employees stand on behind the service counter of the Coffee shop. These extension cords are all that are used to supply electricity to island equipment, rather than installation of permanent sources of electrical installation. These cords are damaged/deteriorated and being walked on, further damaging them and increasing the fire risk. – CFC 605.5 DAMAGED CORDS CAN HAVE EXPOSED WIRES LEADING TO ELEC. SHOCK WHEN WALKING OVER CORDS.
6. The stage lighting at the Lobby Piano is connected with extension cords. – CFC 605.5 LIGHTS CAN DRAW ENOUGH POWER TO OVERHEAT, CAUSING FIRES
- *7. There is illegal exposed wiring in the storage area off the seating area, the electric room off the seating area and the box office area. Further, the extension cords for the equipment is damaged or deteriorated in the storage area, increasing the fire risk. – UCADB 302.13 // CFC 605.6 FIRE IN CLOSED AREAS WILL BE ABLE TO BUILD RAPIDLY AND BECOME UNCONTROLLABLE BY STAFF.
- *8. There is illegal wiring and extension cords being used at Lobby box office ticket windows and used to light up the advertisement boards. – UCADB 302.13 // CFC 605.3
9. The required Fire extinguishers have not been properly serviced and are not operational. – CFC 906.2 AN UNSERVICED NON-OPERATIONAL FIRE EXTINGUISHER CREATES A FALSE SENSE OF SECURITY. RELYING ON SUCH A TION WILL DELAY FIRE RESPONSE AND PUT LIVES AND PROPERTY IN PERIL.
- D. Dangerous Conditions at Centrale – 1825 Pacific Avenue, Suite 2:
 1. There are unsecured compressed gas cylinders being stored within Centrale. – CFC 3003.5.3 // CFC 5303.5.3 C 3
 2. The Exit sign at the rear of the kitchen is not illuminated, which will prevent patrons from locating the exit in the event of an emergency. – CFC 1013.3 34
 3. There are multiple extension cords being used as permanent sources of electrical installation throughout the business. – CFC 605.5 B 6
 4. There are missing exterior receptacle covers in the patio area of Centrale. – CFC 605.6 // UCADB 302.13 MISSING RECEPTACLE COVERS ALLOW DUST TO ENTER ELECTRICAL CONNECTIONS, THIS CAN CAUSE HEATING.

5. The Restaurant's kitchen is either missing the required Fire extinguishers, or the existing extinguishers are not those that are required to be installed in a commercial kitchen operation to be used in the event of a grease or similar fire. – CFC 904.12.5.2
6. There is an accumulation of excessive grease from the exhaust hood and cooking appliances in the kitchen area. – CFC 904.12.6
7. The Restaurant is currently using a plastic storage cover plate in the attic storage area rather than the approved fire rated cover, which is required to help contain a grease fire in the kitchen from spreading rapidly to the attic area, and then throughout the entire building. – CFC 703.1
8. There is a potential fire hazard caused by the exposed wiring in the bathroom on the second level storage area which is accessed by the stairway behind the register. – CFC 605.6
9. There are multiple extension cords being used as permanent sources of electrical installation throughout the Restaurant. – CFC 605.5

II. CONDITIONS CONSIDERED DANGEROUS BUT NOT HAZARDOUS:

A. Lack of or improperly installed sprinkler/fire protection systems. – SMC 15.12.040

B. Dangerous Conditions at Empire/Royal Theatre – 1825 Pacific Avenue:

1. The electrical panels/shutoffs require Identification and labeling. – NEC 408.4 A
2. Repair the damaged and deteriorated paths of travel in the seating area within the theatre. – UCADB 302.13
3. The ceiling scuttle door is missing inside the closet next to the east exit door. – CFC 703.1
4. Repair the damaged and deteriorated electrical receptacle outlet cover plates throughout the theatre. – CFC 605.6

Empire/Royal Theatre:

1. Ensure exit egress pathways are not blocked within the main theatre and clear of all obstacles. Egress pathways must be accessible as required for emergency exit. – UCADB 302.2 // CBC 1014.4
2. Repair or replace west side exit door which does not operate properly. – CBC 1008.1.8.7 // UCADB 302.2
3. Repair or replace east side exit door which does not operate properly. – CBC 1008.1.8.7 // UCADB 302.2
4. Repair or replace west side emergency lights which are not functioning. – CFC 604.6
5. Repair or replace east side emergency lights which are not functioning. – CFC 604.6
6. Determine the source of the water intrusion throughout the theatre which has caused the ceiling to be damaged and/or deteriorated. Once determined, repair appropriately. Replace the damaged, deteriorated and/or missing ceiling material throughout and properly seal. – CFC 703.1 // UCADB 302.13
7. Cease using extension cords as permanent sources of electrical installation throughout the theatre. – CFC 605.5
8. Legally construct and/or remove the separation walls between Main Theatre, dressing rooms, storage areas and north storage area which are not constructed to meet minimum code standards. – UCADB 302.13 // CFC 703.1
9. The curtain on the north stage needs to either (a) be removed; (b) flame-retardant treated; or (c) to be field tested by Stockton Fire Department Inspector. – CFC 807.3 Title 19, Division 1, S.08.Decorative Materials // UCADB 302.13

Empresso Coffee and Seating/Patio area:

1. Clear hazards near the entrance/exit which are a hazard for people exiting the theatre. – CFC 1028.3

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9. Properly install receptacle covers and light switch plate covers throughout the living unit. – UHC 701.2
10. Properly Install code compliant handralls on loft stairway. – SMC 15.24.030 (b) 9 // H&S 17920.3.i
11. Properly install required carbon monoxide and smoke alarms in an approved manner. – 15.24.030 (b) 16 // CFC 1103.8 // CFC 915.1 // UCADB 302.13

Serendipity Salon:

1. Properly construct the stairs to the second floor of the Salon which do not meet minimum code requirements for size, width, handralls and other requirements. – UCADB 302.1
2. Cease using extension cords as permanent sources of electrical installation. – CFC 605.5
3. Provide the required egress requirements including any required illuminated exit signage and egress lighting. – CFC 1013.3 // UCADB 302.13

Casa Flores Restaurant:

1. Install all missing panel covers on sub-panels. – CFC 605.6
2. Provide the required egress requirements including illuminated exit signage and egress lighting. – CFC 1013.3
3. Repair or replace the exit sign which is not illuminated. – CFC 1013.3
4. Repair or replace the damaged sheetrock in the stairway behind the register. – SMC 15.24.030 (b) 9 // CFC 703.1
5. Clean the grease from the flue cooking vent and maintain in a neat and sanitary manner. – CFC 904.12.6
6. Properly install K-type extinguisher in the kitchen area. – CFC 904.12.5.2

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4. Remove the accumulation of garbage, junk, debris, combustible materials, stored materials and other such items which have created a tripping hazard in the second floor storage area, electrical rooms, mechanical rooms, stairs, etc. Allow for proper egress to and from these areas throughout the restaurant. – CFC 315
5. Properly install code compliant hand rails on the stairway behind the register. – UCADB 302.2
6. Repair or replace the damaged stair covering (tile) on the stairway behind the register. – UCADB 302.2
7. Replace the missing or damaged electrical covers throughout the restaurant. – CFC 605.6

Thursday, August 4, 10:57 AM.

I was driving north on Pacific Avenue and looked to my left and observed people inside the central bar. I was aware that the occupancy had been locked closed and I was surprised people were in there. I turned the vehicle around and parked on Pacific Avenue in front of the Central Bar. I then walked to the back of the occupancy and entered through an open door, asking the three people inside who they were and introduced myself. An individual from the Alpine inspection done earlier that week arrived and I recognize this person is the individual that was assisting us entering the various occupancies during that inspection. That individual explained that all four of them work for Mr. Bennet and that they were assigned the task of remodeling the Central Bar.

The individual invited me to look around and take all the pictures that I wanted. He explained that they were patching holes and repairing wiring in the public occupancy space. He explained that they were removing the kitchen equipment and repairing the plumbing and other utilities within the occupancy.

After taking pictures in the Central Bar I asked the individual that was in charge if any other work was occurring. That individual stated that three architects were in the next occupancy at Catalyst Realty and that I could go look at that if I wanted to. I then walk next-door to Catalyst Reality. The door was open and I entered. Upon entering I observed the front lobby reception desk had mail with current dates and a purse.

I then accessed the second-floor stairwell. Upon arriving at the second floor I observed two other office spaces that were also work stations with personal effects such as pictures, mail and a purse on each desk. I then spoke to one of the associate architects. He explained that they have been assigned by Mr. Bennet to review the inside of the building.

The real estate firm is called Richard Avelar and associates.

Bobby Whitworth Junior was the individual I spoke with.

Nothing follows.

Mike Bixler

1825-1831 Pacific Avenue
APN: 137-020-42
CASE #12-100159
May 15, 2017

HAZARDOUS VIOLATIONS – NOTICE TO VACATE:

1. Failure to comply with Stipulation Agreement, issued on August 19, 2016 – SMC 1.32.010
2. Failure to comply with Community Development Department's corrective action notice, issued March 26, 2014. – SMC 1.32.010
3. Failure to comply with Civil Penalty Notice and Order, issued February 6, 2014. – SMC 1.32.010
4. Failure to comply with Administrative Citation, NSS# 100683, issued December 9, 2013. – SMC 1.32.010
5. Failure to comply with Administrative Citation, NSS# FY02217, issued March 6, 2012. – SMC 1.32.010
6. Failure to comply with Notice to Vacate, issued January 31, 2012. – SMC 1.32.010 // UCADB 404.2
7. Submit two complete sets of plans prepared by a licensed Architect or Engineer to reflect all as-built conditions to the entire parcel address to comply with the currently adopted 2016 Building codes and Stockton Municipal codes to the Community Developments Department. This shall include, but not limited to the following listed violations. – 15.04.250, 260, 310 // UCADB 302.13

1825 Pacific Avenue – Royal Theatre

8. Ensure exit egress pathways are not blocked within the main theatre and clear of all obstacles. Egress pathways must be accessible as required for emergency exit. – UCADB 302.2 // CBC 1014.4
9. Repair or replace west side exit door which is difficult to open. – CBC 1008.1.8.7 // UCADB 302.2
10. Repair or replace west side emergency lights which are not functioning. – CFC 604.6
11. Repair or replace east side exit door which is difficult to open. – CBC 1008.1.8.7 // UCADB 302.2

1825-1831 Pacific Avenue
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May 15, 2017

12. Repair or replace east side emergency lights which are not functioning. – CFC 604.6
13. Determine the source of the water intrusion throughout the theatre which has caused the ceiling to be damaged and/or deteriorated. Once determined, repair appropriately. Replace the damaged, deteriorated and/or missing ceiling material throughout and properly seal. – CFC 703.1 // UCADB 302.13
14. Cease using extension cords as permanent sources of electrical installation throughout the theatre. – CFC 605.5
15. Separation walls between Main Theatre, dressing rooms, storage areas and north storage area are not constructed to meet minimum code standards. – UCADB 302.13 // CFC 703.1
16. The curtain on the north stage needs to either (a) be removed; (b) flame-retardant treated; or (c) to be field tested by Stockton Fire Department Inspector. – CFC 807.3
Title 19, Division 1, S.08.Decorative Materials // UCADB 302.13

1825 Pacific Avenue – Espresso Coffee and Seating/Patio area:

17. Clear hazards near the entrance/exit which are a blocking hazard for people exiting the theatre. – CFC 1028.3
18. Properly repair inoperable Exit signs or remove disconnected Exit signs which are no longer in service. – UCADB 302.13 // CFC 604.6.1
19. Properly secure all compressed gas cylinders in an approved manner. – CFC 5303.5.3
20. Cease using extension cords as permanent sources of electrical installation throughout the business and seating area, electric room, storage rooms, box office and office area. Extension cords have been installed through walls, ceilings, doorways, etc. and are damaged/deteriorated. – CFC 605.5 // UCADB 302.13
21. Extension cords are installed under mats behind the service counter of Espresso Coffee to supply island equipment. These cords are damaged/deteriorated and being walked on, further damaging them. – CFC 605.5
22. Remove the stage lighting at the Lobby Piano which are connected with extension cords. – CFC 605.5

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23. Properly cap all exposed wiring in the storage area off the seating area, electric room off the seating area and box office area. – UCADB 302.13 // CFC 605.6
24. Remove all illegal wiring and cords from Lobby box office ticket windows and advertisement boards. – UCADB 302.13 // CFC 605.3
25. Repair or replace all electrical cords for equipment which are damaged or deteriorated in the storage area off the seating area. – UCADB 302.13
26. Fire extinguishers require annual service/recharge. Ensure all fire protection systems have been properly serviced. – CFC 906.2

1825 Pacific Avenue, Suite 2 – Centrale:

27. Properly secure all compressed gas cylinders in an approved manner. – CFC 3003.5.3 // CFC 5303.5.3
28. Repair or replace the exit sign at the rear of the kitchen which is not illuminated. – CFC 1013.3
29. Cease using extension cords as permanent sources of electrical installation throughout the business. – CFC 605.5
30. Replace all missing exterior receptacle covers in the patio area of Centrale. – CFC 605.6 // UCADB 302.13
31. Properly cap all exposed wiring in the exterior patio area of Centrale. – UCADB 302.13 // CFC 605.6

1825 Pacific Avenue, Suite 3 and 4 – Catalyst Realty:

32. Cease using extension cords as permanent sources of electrical installation throughout the first and second floor of Catalyst Realty. – CFC 605.5
33. Second story emergency exit is not accessible. Exit doors must swing in the direction of travel and there must be 2 exits per occupancy load. – CFC 1008.1.2 // CBC 1015.1 // CFC 1019.1

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34. Repair or replace the exit sign which is not illuminated. – CFC 1013.3

1825 Pacific Avenue, Suite 5 – Gusty Wings:

35. Cease using extension cords as permanent sources of electrical installation throughout the restaurant. Remove all illegal extension cords from the ceilings, counter areas, kitchen and dining areas. – CFC 605.5 // UCADB 302.13

36. Fat fryer on west side of cookers needs to be repositioned under extinguishing system nozzle. – CFC 904.1 // NFPA 17A

1825 Pacific Avenue, Suite 6 – The Mile:

37. Ensure the front roll up door properly functions to include securing. When business door is unlocked, roll-up door must stay open on its own. Currently, the door is secured open by use of a screwdriver wedge. – UCADB 302.13

38. Cease using extension cords as permanent sources of electrical installation throughout The Mile. – CFC 605.5

39. Eliminate extension cord from upstairs office to outside exterior lighting. – CFC 605.5

40. Properly seal the opening to interior space behind the wall at the upper level of the stairway with approved fire-rated construction. – CFC 703.1 // UCADB 302.13

41. Properly repair the wall breach west of the bar with fire-rated construction. – CFC 703.1 // UCADB 302.13

42. Properly cap all exposed wiring throughout the bar area, second floor stairway and second floor security room. – UCADB 302.13 // CFC 605.6

1827 Pacific Avenue – Living Unit:

43. Provide documentation that apartment unit is an approved use. Previous approved use was for Royal Theatre Office. If no documentation provided, return to original configuration/use. – UCADB 302.9 // 15.04.250, 260, 310

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44. Repair or replace front exterior door and hardware which is damaged, deteriorated. Exterior doors must be egressable during an emergency without the use of tools, i.e. keys. Remove the dual-keyed lock and install an approved locking mechanism. – SMC 15.24.030 (b) 12 // H&S 17920.3.l // UCADB 302.13 // CBC 1008.1.8.7
45. Properly install windows which are egressable during an emergency. Remove the bars on the windows and ensure all windows open, close and properly operate. – SMC 15.24.030 (b) 12 // H&S 17920.3.l // UCADB 302.13 // CBC 1008.1.8.7
46. Properly repair or replace the interior hall lighting. – UHC 701.2 // SMC 15.24.030 (b) 4, 13 // H&S 17920.3.d, 17920.3.l
47. The room next to the kitchen/bathroom area which is being used as a bedroom does not meet minimum requirements to function as a bedroom. Habitable rooms shall have an area of not less than 70 square feet. – UHC 503.2 // UCADB 302.13
48. Properly repair the damaged and/or missing ceiling material throughout the living space. – SMC 15.24.030 (b) 3 // H&S 17920.3.c // CFC 703.1 // UCADB 302.13
49. Repair or replace the damaged wall material throughout the living space. – SMC 15.24.030 (b) 3 // H&S 17920.3.c // UCADB 302.13
50. Properly install bathroom lighting and bathroom ventilation system. Currently, the ventilation system is installed in the shower. – SMC 15.24.030 (b) 6 // H&S 17920.3.f
51. Properly install receptacle plug covers and light switch plate covers throughout the living unit. – UHC 701.2
52. Properly install handrails on loft stairway. – SMC 15.24.030 (b) 9 // H&S 17920.3.i
53. Properly install required carbon monoxide and smoke detectors in an approved manner. – 15.24.030 (b) 16 // CFC 1103.8 // CFC 915.1 // UCADB 302.13

1829 Pacific – Serendipity Salon:

54. The stairs to the second floor of the Salon do not meet minimum code requirements for size, width, handrails and other requirements. – UCADB 302.1
55. Cease using extension cords as permanent sources of electrical installation. – CFC 605.5

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56. Provide the required egress requirements including any required illuminated exit signage and egress lighting. – CFC 1013.3 // UCADB 302.13

1831 Pacific – Casa Flores:

57. Install all missing panel covers on sub-panels. – CFC 605.6
58. Provide the required egress requirements including illuminated exit signage and egress lighting. – CFC 1013.3
59. Repair or replace the exit sign which is not illuminated. – CFC 1013.3
60. Repair or replace the damaged sheetrock in the stairway behind the register. – SMC 15.24.030 (b) 9 // CFC 703.1
61. Clean the grease from the flue cooking vent and maintain in a neat and sanitary manner. – CFC 904.12.6
62. Properly install K-type extinguisher in the kitchen area. – CFC 904.12.5.2
63. Properly clean the accumulation of grease from the exhaust hood and cooking appliances in the kitchen area. – CFC 904.12.6
64. The plastic storage cover plate in the attic storage area on the second floor needs to be replaced with an approved fire rated cover. – CFC 703.1
65. Properly cap off all exposed wiring in the bathroom on the second level storage area, accessed by the stairway behind the register. – CFC 605.6
66. Cease using extension cords as permanent sources of electrical installation. – CFC 605.5

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ITEMS CONSIDERED DANGEROUS BUT NOT HAZARDOUS:

67. In an existing building where a change of use occurs and the new use is more restrictive than the previous use or the original intended use of the building changes, an automatic sprinkler system shall be installed. In existing buildings, other than residential, greater than 6,000 square feet in area, and the repair and/or alterations are performed in excess of 10% (ten percent), an automatic fire sprinkler system shall be installed within the building. – SMC 15.12.040

1825 Pacific Avenue – Royal Theatre:

68. Electrical panels/shutoffs require identification and labeling. – NEC 408.4 A

69. Repair or replace damaged, deteriorated seating steps and the covering material within the theatre. – UCADB 302.13

70. Ceiling scuttle door is missing inside the closet next to the east exit door. Repair or replace appropriately. – CFC 703.1

71. All electrical plug outlet cover plates must be intact throughout the theatre. – CFC 605.6

1825 Pacific Avenue – Espresso Coffee and Seating/Patio area:

72. Test switch is missing on emergency lighting to the north of the entrance/exit. Repair or replace to ensure correct operation. – CFC 604.6.1

73. The exit sign to the north of the entrance/exit door is not on for the same location. Repair or replace to ensure correct operation. – CFC 604.6.1

74. Provide appropriate clearance around sub-panels throughout. Remove all materials 3 feet from in front of the equipment to a width of the panel and grade level to 6 feet, 6 inches. – NEC 110.26.A // UCADB 302.13

75. Properly install covers on all open electrical boxes, panels to include dead front fillers, light fixtures, receptacle outlets and other electrical covers throughout. – CFC 605.6

76. Repair or replace all damaged and/or missing receptacle plug covers throughout Espresso Coffee and seating area. - CFC 605.6

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77. Repair or replace the ceiling material in the kitchen area which is damaged, deteriorated and/or missing. – CFC 703.1 // UCADB 302.13

1825 Pacific Ave, Suite 1 – Balance Physical Therapy:

78. Properly secure the railings on the interior stairway. – UCADB 302.2

1825 Pacific Ave, Suite 2 - Centrale:

79. Properly clean all grease and debris from kitchen hoods and cooking appliances. – CFC 904.12.6

1825 Pacific Ave, Suite 3 and 4 – Catalyst Realty:

80. Repair or replace the ceiling tile in the second floor electrical room which is damaged, deteriorated and/or missing. – CFC 703.1 // UCADB 302.13

81. Repair or replace the damaged ceiling and walls in the storage room. – CFC 703.1 // UCADB 302.13

1825 Pacific Ave, Suite 5 – Gusty Wings:

82. Fat fryers need side splash guards. – CFC 904.1 // NFPA 17A

83. Properly clean grease from hood areas and walls. – CFC 904.11.6.3

84. Remove all items being stored around water heater and allow access to unit. – CFC 315.3.3

1825 Pacific Ave, Suite 6 – The Mile:

85. Provide appropriate clearance around sub-panels throughout, to include kitchen and bar area. Remove all materials 3 feet from in front of the equipment to a width of the panel and grade level to 6 feet, 6 inches. – NEC 110.26.A // UCADB 302.13

86. Fire extinguishers need to be within 75 feet of area to be protected. – CFC Table 906.3.1

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1829 Pacific Ave – Serendipity Salon:

87. Provide appropriate clearance around sub-panel. Remove all materials 3 feet from in front of the equipment to a width of the panel and grade level to 6 feet, 6 inches. – UCADB 302.13 // NEC 110.26.A
88. Replace the missing or damaged electrical plug covers throughout the Salon. – CFC 605.6
89. Fire extinguishers require annual service/recharge. – CFC 906.2

1831 Pacific Ave – Casa Flores:

90. Provide appropriate clearance around sub-panel. Remove all materials 3 feet from in front of the equipment to a width of the panel and grade level to 6 feet, 6 inches. – NEC 110.26.A // UCADB 302.13
91. Properly install all electrical within the foot print of the kitchen exhaust hood at the cooking area. The current installation of the electrical panel below the exhaust hood is not an approved installation. – NEC 110.26.A // UCADB 302.13
92. Repair or replace the damaged ceiling, floors and walls throughout the restaurant, kitchen, storage area, bathrooms and stairway. – CFC 703.1
93. Remove the accumulation of garbage, junk, debris, combustible materials, stored materials and other such items which have created a tripping hazard in the second floor storage area, electrical rooms, mechanical rooms, stairs, etc. Allow for proper egress to and from these areas throughout the restaurant. – CFC 315
94. Properly install hand rails on the stairway behind the register. – UCADB 302.2
95. Repair or replace the damages stair covering (tile) on the stairway behind the register. – UCADB 302.2
96. Replace the missing or damaged electrical plug covers throughout the restaurant. – CFC 605.6

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APN: 137-020-42
CASE #12-100159
May 15, 2017

ITEMS TO BE ON A NOTICE OF VIOLATION (NOT HAZARDOUS/DANGEROUS):

1. A sidewalk café, fence or any object over, on or under any public right-of-way requires a revocable permit. Obtain a revocable permit for the café seating area outside the Royal Theatre/Empresso Café. Contact Community Development Department, Planning Division, to apply for the permit. If approved, properly conform to the permit requirements. If denied, remove the sidewalk café and return to original, approved configuration. – 16.72.127

1825 Pacific Avenue – Royal Theatre:

2. It is unlawful to commence or carry on any profession, trade, calling, occupation or business without first having procured a license from the city of Stockton. Obtain a business license. Contact Finance Department, 209-937-8313, for further direction. – SMC 5.04.040 B
3. An operational permit is required to operate a place of assembly. - CFC 105.6.36

1825 Pacific Ave, Suite 1 – Balance Physical Therapy:

4. Determine the source of the active water intrusion within Balance Physical Therapy at the stairway and properly repair. Once repaired, replace the damaged ceiling material in an approved manner. – UCADB 302.13

1825 Pacific Ave, Suite 2 – Centrale:

5. Properly date the fire alarm control panel batteries. – National Fire Code 72, table 14.3.1

1825 Pacific Ave, Suite 3 and 4 – Catalyst Realty:

6. Determine the source of the active water intrusion within the break room on the second floor and properly repair. Once repaired, replace the damaged ceiling material in an approved manner. – UCADB 302.13

1825 Pacific Ave, Suite 5 – Gusty Wings:

7. Repair, replace or remove the exit sign which is not illuminated. – CFC 1013.3

1825-1831 Pacific Avenue
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1825 Pacific Ave, Suite 6 – The Mile:

8. Properly install plumbing at the bar sink. Flex pipe is not an approved material. – UPC 706
9. All kitchen appliances shall be permitted, inspected and meet minimum code requirements. – UCADB 302.13

1831 Pacific Ave – Casa Flores:

10. Determine the source of the water intrusion in the kitchen area ceiling and repair appropriately. Once repaired, replace the damaged ceiling material. – UCADB 302.13
11. Remove the old and unmaintained extinguishing system stored in the attic room. – CFC 901.6
12. Properly repair or replace all leaking, broken and/or inoperable plumbing fixtures throughout the restaurant. – UPC 706
13. Repair or replace the inoperable bathroom ventilation on the half-bath behind the register, midway up the stairway. – UCADB 302.13
14. Repair or replace the leaking toilet in the half-bath behind the register, midway up the stairway. – UCADB 302.13
15. Repair or replace the inoperable bathroom ventilation system in the bathroom on the second level storage area, accessed by the stairway behind the register. – UCADB 302.13



COMMUNITY DEVELOPMENT DEPARTMENT
 PERMIT CENTER SERVICES
 345 NORTH EL DORADO STREET
 STOCKTON, CA 95202 FAX (209) 937-8893

Please be aware that the following general comments may apply to your project:

- All plan review time beyond the 3rd cycle of review will be charged \$229 per hour.
- An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing (submittal date) per CBC Section 105.3.2. The abandoned permit will be expired and new fees must be paid. The applicant may request a 90-day extension by submitting a letter to the Chief Building Official, demonstrating justifiable cause, prior to the expiration date.

All resubmittals require a written summary of changes in response to all comments. The written summary should reference all revised sheets, calculation pages, and details.

- Please return a copy of this list, along with a detailed list of your responses.
- Please return any Red-Lined plan sheets, if provided, with your written responses.
- All changes made other than required by this review shall be indicated in a separate written response as to which plan sheet changes appear and or which specifications have changed.
- Resubmit (3) THREE sets of complete plans and any supporting documentation addressing the items listed below. Cloud drawings to indicate where corrections and or changes have been made.

Please revise all submittal documents to comply with the following comments.
 The plan check cannot be completed without the information requested.

Permit #17-05937		Review #2		Project: Empire Shell Improvement Address: 1825 Pacific Ave Suite 1-6		Date: 10-11-17	
Fire Prevention		Allen Sigl		(209) 937-8271		allen.sigl@stocktonca.gov	
Item #	Comments						Detail / Sheet
	ARCHITECTURAL COMMENTS						
1.	Panic or fire exit hardware is required on doors 2-1, 2-1, 2-4, 5-1, 5-2, 5-3, 6-1, 6-2, & 6-3 in accordance with CBC § 1010.1.10. Please revise the plans and door schedule accordingly.						A5.1
2.	Provide exterior stairway to meet minimum separation requirement. Separation shall be separated by a minimum of 1/3 diagonal of space.						
3.	Provide number of occupants exiting through exterior exit doors does not match total occupants in exit analysis on plans. Provide correction						A2.1 a/b
4.	Provide all sheets to signed and stamped by Engineer.						



Stockton Fire Department • Fire Prevention Division
345 N. El Dorado Street, Stockton, CA 95202
(209) 937-8271 • Fax (209) 937-8893



Final Approval Requirements

Fire Permit Number: na
Building Permit Number: 17-05937
Tenant: Empire Real Estate (Shell Building)
Job Address: 1825 Pacific Ave, Suites 1 through 6
Reviewed By: CSG-AS
Date: October 25, 2017
Proposed Work: Shell Improvement Project

COMMENTS - This plan check is not to be construed as an approval for any code items not noted, or commented on. It is the contractor's responsibility to conform to the provisions of all relevant laws, codes, ordinances, rules and regulations. Work shall not commence without approved plans unless specifically allowed by the Fire Marshal. All inspections require the "APPROVED" job copy and job card to be available on the job site.

California Fire Code Title 24, Part 9: Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof, which are not specifically provided for by this code shall be determined by the fire code official.

BUILDING PERMIT FIELD INSPECTIONS - BUILDING DIVISION INSPECTION REQUEST PROCEDURES – Call the automated inspection hotline at (209) 937-8560. The phone number is also on your jobsite inspection envelope that was issued with the building permit. To obtain building permit final approval, a Fire Protection System Inspection is required from the Stockton Fire Prevention Division. The Fire Protection System Inspection code is 785. **INSPECTIONS MUST BE CALLED IN BY 4:00 pm TO THE AUTOMATED SYSTEM BEFORE THE DAY YOU WOULD LIKE THE INSPECTION DONE.**

AUTOMATIC FIRE SPRINKLER / FIRE ALARM SYSTEM FIELD INSPECTIONS – Contact the Stockton Fire Prevention Division at (209) 937-8271. **Inspections** – Unless unusual circumstances arise, the developer shall provide at least twenty-four hour notice to the Fire Prevention Division to arrange an inspection. Inspection requests may be made by calling the telephone number listed above and scheduling either an A.M. inspection (9:00 a.m. to 11:00 a.m.) or a P.M. inspection (1:30 p.m. to 4:00 p.m.).

Additional Fire Inspection Fee(s) – Additional fee(s) will be imposed for any additional fire inspections that are requested.

Additional Fire Department Notes:

- 1. Automatic Fire Extinguishing System Required** - Commercial cooking equipment and ventilation hood and duct systems shall have fire protection systems installed per NFPA 96 Standards and other applicable NFPA Standards relative to the fire extinguishing system type. Installation shall also be in conformance with UL 300 requirements.
- 2. Building Notification** – In conjunction with the automatic fire extinguishing system, the building/tenant space shall have an audible and visual horn/strobe device installed in a central location as approved by the Fire Department. The audible/visual alarm device shall be interconnected to the cooking equipments' fire extinguishing system and shall alert the occupants within the building/tenant space upon any activation of the

fire extinguishing system. System design and installation shall meet the California Fire Code (Chapter 9, Section 904) and NFPA 72 Standards (in addition to meeting ADA installation requirements).

3. **Smoke Detectors** – Duct smoke detectors that are installed within the HVAC system (AHU's and Smoke Dampers) shall meet the California Mechanical Code for installation and the California Fire Code (Chapter 9, Section 907). Such detectors shall be interconnected to the buildings' main fire alarm control panel and zoned separately (if the building has a fire alarm panel).
4. **Portable Fire Extinguishers Required** – 2A:10BC type fire extinguishers required throughout the building for every 75' of travel or every 3,000 square feet of space including assembly and service areas. The kitchen area where the cooking equipment is located shall have a minimum 40:BC type fire extinguisher or a Class K type fire extinguisher installed within 30' of the cooking equipment.
5. **Building Address** – The building shall have an exterior address installed on the front of the building having a minimum 12-inch number height on a contrasting background. The address numbers shall be clearly visible from the street. A minimum 6-inch number height is allowed on doors to tenant suites.
6. **A-2 Occupancy Requirements** – The plans have been approved for an A-2 occupancy (50 occupants or more). The following requirements shall be applicable:
 - a. Exit doors leading to the exterior shall have panic hardware installed.
 - b. Exit illumination signs shall be installed as per the California Building Code. Floor level exit signage shall be installed in applications that warrant the requirement as noted in CBC / CFC Chapter 10, Section 1011.7.
 - c. Aisle widths shall be in compliance with the California Building and Fire Codes for fixed seating and non-fixed seating.
 - d. Decorative materials shall be flame treated and a "Certificate of Flame Treatment" shall be presented to the Fire Department prior to certificate of occupancy.
 - e. Occupant load signs shall be installed in all assembly areas with fixed and non-fixed seating, reflecting the seating capacity for each assembly area. In addition, a total capacity shall be posted at the front door of the business stating the maximum seated and standing occupant loads. The maximum occupant load for this business will be Suite 2 171, Suite 5 105, Suite 5 127.
 - f. An exit plan shall be posted in approved areas within the building/tenant space. Locations to be approved by the Fire Department.
 - g. The business will be required to have an annual permit for Place of Assembly. Permit shall be obtained prior to certificate of occupancy.

Additional Permits Required For:

- Installation of Fire Protection System for Hood and Duct Exhaust System (Commercial Cooking Equipment)
- Installation of a Manual Fire Alarm System and/or Alarm Notification as Part of the Hood and Duct Fire Protection System
- Annual Permit for Place of Assembly
- Fire Sprinkler Installation/Tenant Improvement

Final Fire Department Inspection Required – to verify that requirements for fire protection facilities have been met, and actual construction of all fire protection equipment has been completed in accordance with the approved plan.

Should you have any questions contact the Stockton Fire Prevention Division at (209) 937-8271.



Stockton Fire Department • Fire Prevention Division
345 N. El Dorado Street, Stockton, CA 95202
(209) 937-8271 • Fax (209) 937-8893



Final Approval Requirements

Building Permit Number: 17-05942
Tenant: Balance Physical Therapy & Pilates (Suite 1)
Job Address: 1825 Pacific Ave (Suite 1)
Reviewed By: CSG-AS
Date: September 13, 2017
Proposed Work: Tenant Improvement

COMMENTS - This plan check is not to be construed as an approval for any code items not noted, or commented on. It is the contractor's responsibility to conform to the provisions of all relevant laws, codes, ordinances, rules and regulations. Work shall not commence without approved plans unless specifically allowed by the Fire Marshal. All inspections require the "APPROVED" job copy and job card to be available on the job site.

California Fire Code Title 24, Part 9: Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof, which are not specifically provided for by this code shall be determined by the fire code official.

BUILDING PERMIT FIELD INSPECTIONS - BUILDING DIVISION INSPECTION REQUEST PROCEDURES – Call the automated inspection hotline at (209) 937-8560. The phone number is also on your jobsite inspection envelope that was issued with the building permit. To obtain building permit final approval, a Fire Protection System Inspection is required from the Stockton Fire Prevention Division. The Fire Protection System Inspection code is 785. **INSPECTIONS MUST BE CALLED IN BY 4:00 pm TO THE AUTOMATED SYSTEM BEFORE THE DAY YOU WOULD LIKE THE INSPECTION DONE.**

AUTOMATIC FIRE SPRINKLER / FIRE ALARM SYSTEM FIELD INSPECTIONS – Contact the Stockton Fire Prevention Division at (209) 937-8271. Inspections – Unless unusual circumstances arise, the developer shall provide at least twenty-four hour notice to the Fire Prevention Division to arrange an inspection. Inspection requests may be made by calling the telephone number listed above and scheduling either an A.M. inspection (9:00 a.m. to 11:00 a.m.) or a P.M. inspection (1:30 p.m. to 4:00 p.m.).

Additional Fire Inspection Fee(s) – Additional fee(s) will be imposed for any additional fire inspections that are requested.

Additional Fire Department Notes:

1. **Plan Approval** – These plans have been approved for the interior tenant improvements within an existing building with an automatic fire sprinkler system.
2. **Fire Sprinkler System Alterations Required** – Expand existing overhead fire sprinkler system into the tenant improvement areas within the building.
3. **Fire Alarm System Alterations** – If the building has an existing fire alarm system, means to expand interior notification within the tenant improvement areas within the building will be required.

4. **Portable Fire Extinguishers Required** – Install portable fire extinguishers having a minimum size of 5 lbs. and a minimum rating of 2A:10BC in centrally located and accessible locations (as approved by the Fire Department) within the tenant space.
5. **Building Address** – A minimum 12-inch address shall be installed on the exterior of the building. If there are individual tenant spaces / suites, 6-inch address numbers shall be installed on the entrance door to the business. Address numbers shall be installed on a contrasting background so as to be visible from the street.

Additional Permits Required For:

- Fire Sprinkler System Alterations
- Fire Alarm System Alterations

Final Fire Department Inspection Required – to verify that requirements for fire protection facilities have been met, and actual construction of all fire protection equipment has been completed in accordance with the approved plan.

Should you have any questions contact the Stockton Fire Prevention Division at (209) 937-8271.

PACIFIC AVE 1825-1831

BALANCE PHYSICAL THERAPY - PILATES 1825 PACIFIC AVE SUITE 1

COS-PLAN CHECK: BUILDING (CSG)

09/14/2017-BULIDING PLANS SUBMITTED FOR TENANT IMPROVMENT FOR SUITE 1 PLANS GIVEN TO ALLEN FOR REVIEW.gh

09/14/2017-FINAL PLAN CHECK APPROVAL BY ALLEN/CSG SEE ATTACHMENT IN PROJECT CORRESPONDENCE FILE.gh

09/14/2017- TALKED TO CHRISTOPHER IS PICKING UP PLAN TODAY.gh

EMPIRE REAL ESTATE (COMMENT) (PC) 1825 PACIFIC AVE SUITE 1-6

5/4/15

Notice of replacement of FC43669222 by Bay Alarm.

PC

07-21-15: Attended meeting with city attorneys office, code enforcement division, building inspection division to go over the Emplre Theater review for compliance. To date, there has been no response to Mr. Kit Bennitt from the city to allow the city staff to proceed with building permit review and/or inspections. Now a code enforcement case. Proposal from Mr. Bennitt is to have a third party review the building for items that need correction and have a third party plan check conducted. Advised city attorney (Brian) that fire will still require its own review and inspections. City staff to let attorney handle case from here. PS

09-04-16: City staff and city attorneys met to discuss the Empire Theater project. Purpose of discussion was to inform the CDD director (David Kwong) of the progress made with building owner Kit Bennett. At this time, the plans that were submitted several months ago by Apex Architecture (Steven Torres) have yet to be third party reviewed. City staff has advised that the third party review was to be performed by 4-Leaf, a consulting firm that is on the vendor list. Fire Prevention staff again forewarned that we will review our portion of the plans and not have a third party review conducted. Status of the businesses still remains opened. Captain Chase who also attended the meeting has requested to the city attorneys that he will be inspecting the building next week for fire safety reasons and will not issue any operational fire permits until the matters are resolved between Mr. Bennett and the city. PS

12/6/16

contractors in the former tenant space of Centrale Restaurant. Purpose of the meeting was to determine if the notice has been legally violated and what the city stance is. City attorney Angel Solis was in the meeting to represent city staff. Noted the following and copied Chief Edwards with meeting summary. See copy of email below. PS

From: Phil Simon

Sent: Monday, August 07, 2017 5:31 PM

To: Richard Edwards <Richard.Edwards@stocktonca.gov>

Cc: Angel Solis <Angel.Solis@stocktonca.gov>

Subject: RE: 1825 Pacific Avenue/Christopher Bennitt

Chief Edwards,

Summary of today's meeting:

- a. Asked the City Attorney for the permission to request city building and fire department staff entry into the building.
- b. Unknown as to the extent of remodel work or any cosmetic work done in the building. Based on the pictures, some of the work being performed would require building permits.
- c. Concerns that some of the work may have needed fire sprinkler system shutdown. Advised that Fire needs assurance that the fire sprinkler system is not being placed out of service for any construction and if it is, are the contractors who are doing the work placing the system back in service.
- d. Need to confirm if the building is still being monitored for fire sprinklers or has monitoring been discontinued by the owner / central station company.
- e. Discussion of how to secure the site and only allow monitored access for anyone entering the building.
- f. Need to have fire companies go through the building for familiarization due to illegal construction and other factors in case they need to enter the building for a fire or rescue of some type.

Angel wanted a copy on this so he can forward to his staff for preparation of legal action.

Advised the architect that with each tenant improvement, the fire alarm notification shall extend into those tenant spaces. Also advised that any tenant improvement which requires fire sprinkler system alterations would need to be addressed. Fire sprinkler and fire alarm system alterations are deferred submittals to the Fire Prevention Division. Suggested that we have a pre-submittal meeting with the architect one more time before formal submittal. PS

COS-PLAN CHECK: BUILDING

09/13/2017- PLANS SUBMITTED FOR SHELL IMPROVEMENT PLAN FOR SUITE 1-6 IN EXISTING STRUCTURE TO ADDRESS LIFE SAFETY CONCERNS ASSOCIATED WITH BUILDING VIOLATION NOTICE ISSUED TO OWNER.gh

09/13/2017- PLANS GIVEN TO ALLEN/CSG FOR REVIEW.gh

09/13/2017- CORRECTION PUNCHLIST PROVIDED BY ALLEN/CSG. if see attachment in project correspondence file.gh

09/13/2017-BUILDING PLANS RETURNED TO JOHN/BLDG DEPT.gh

10/10/2017-REVISED PLANS RESUBMITTED AND GIVEN TO ALLEN CSG FOR REVIEW. gh

10/25/17 - FINAL PLAN CHECK APPROVAL BY ALLEN/CSG. if SEE ATTACHMENT IN PROJECT CORRESPONDENCE FILE. jf

10/25/17-BUILDING PLANS RETURNED TO JOHN/BLDG DEPT.jf

GUSTY'S HOUSE OF WINGS SUITE 5

ANNUAL INSPECTION

05/05/2016 No violations

PC

CASA FLORES RESTAURANT OWNER: FLORES ELSA

VOLATION CODE: Extinguishers and Fire Protection Systems

REPORT

12/18/2014 Hood & Duct system needed to be cleaned.

RECHECK

01/06/2015 Hood & Duct system needed to be cleaned.



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Service: (800) 470-1000

May 08, 2020

STOCKTON FIRE DEPT
400 E MAIN ST
STOCKTON, CA 95203

RECEIVED

MAY 19 2020

**CITY OF STOCKTON
FIRE PREVENTION DIV.**

RE: EMPIRE
1825 PACIFIC AVE
STOCKTON, CA 95204

Account #: 1551142

To whom it may concern,

According to our records, the above system user signed a contract with us regarding inspection of their fire alarm system.

Section 901.6 of the California Fire Code, 2007 edition requires that all fire detection and alarm systems be inspected, tested and maintained in accordance with NFPA 72, National Fire Alarm Code, 2007 edition at least annually, and semi-annually for fire sprinkler monitoring systems.

For systems out of service, Section 901.7 of the California Fire Code, 2007 edition, requires that we notify the fire department servicing that system of the out of service status.

This is to inform you that we have attempted to test the system but were unable to do so for the following reason(s):

- No electrical power in the building
- No telephone line connected
- Other: SYSTEM IS NOT COMMUNICATING

Sincerely,

Fire Administration Department

GARRINGTON ST BLDG 1

BY 10-08308
BIDS - SOLAR
11-06-18
9-17



STOCKTON FIRE DEPARTMENT
FIRE PREVENTION DIVISION
344N. HIL DONADO STREET
209.937.8271

PERMIT # 19-164 INSPECTION TICKET

ADDRESS: 18255 Pacific Ave
PROJECT NAME: Solar Panel Install
CONTRACTOR/INSTALLER: Chris Castro Sacramento
OFFICE PHONE: CELLPHONE: 916 130605
INSPECTION DATE: FEB 23 19 @ 9:00AM
INSPECTION TYPE: Visual OH

RESULTS: AP-APPROVED AB-APPROVED WITH EXCEPTION
CA-CANCELLED DA-DISAPPROVED

RESULTS: AE 5 year cord current

COMMENTS / CORRECTIONS

Visual Rough Inspection etc 1 4 Durabrights
heads upright/Pendant type item No
leads hanger, 65 PSI static ceiling
OH
Corrections: Add head in closet
Ste 5 (9) roughs heads upright
Pendant's No leads ready type item
Corrections: Add head next to type 1
hood 2. Hood suppression ANSUL needs
to be serviced/current connect to
Fire Alarm system.

INSPECTOR: [Signature]

DATE: 5-3-19

Original - FRD Copy - Customer

Locate the 07 SR in the rise coverage

01/23/16 FRD Inspection Ticket

Allison Aube

Sent: Tuesday, May 18, 2021 8:07 AM
To: Almarosa Vargas
Cc: Alex Martinez
Subject: RE: Empire Theater Facade

Hello Alma,

The Empire Theater was partially demolished on 5-14-21 to render the structure safe following a significant fire which caused considerable damage and left the structure in imminent danger of collapse. A Notice of Intent to Demolish was issued to the property owner to complete the demolition within 30 days (no later than 6-14-21). The Property Owner has multiple options for complying with the notice, one of which would be complete demolition of the structure. The other option would be to hire an engineer to find a way to save the façade of the structure or any other portion of the structure they can save. Of course considerable engineering would be required and some kind of fix would have to be put in place to

Matthew Van Fleet
Code Enforcement Supervisor
City of Stockton/Police Department
Neighborhood Services Section
22 E. Weber Av.
Stockton, CA. 95202
(209) 937-5027
(209) 937-7264 (Fax)

From: Almarosa Vargas <Almarosa.Vargas@stocktonca.gov>
Sent: Monday, May 17, 2021 6:52 PM
To: Matthew VanFleet <Matthew.VanFleet@stocktonca.gov>
Cc: Alex Martinez <Alex.Martinez@stocktonca.gov>
Subject: Fwd: Empire Theater Facade

I will need a response on the below by 9 am please so I have time to review and submit to DC Nance.

Thank you

Almarosa Vargas, SCLA, MPA
Police Services Manager
Neighborhood Services Section
Stockton Police Department
[22 E. Weber Ave, #350, Stockton, Ca 95202](https://www.cityofstocktonca.gov/22-Weber-Ave-350-Stockton-Ca-95202)
P: [209-937-8952](tel:209-937-8952) // F: [209-937-8962](tel:209-937-8962)
Almarosa.Vargas@Stocktonca.gov

Sent from my iPhone
Please excuse any typos

Begin forwarded message:

From: Kathryn Nance <Kathryn.Nance@stocktonca.gov>
Date: May 17, 2021 at 6:43:27 PM PDT
To: Almarosa Vargas <Almarosa.Vargas@stocktonca.gov>
Subject: Fwd: Empire Theater Facade

Going to need an answer on this before 9:30 please. Not sure if you have this info yet

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From: James Chraska <James.Chraska@stocktonca.gov>
Sent: Monday, May 17, 2021 6:37:35 PM
To: Kathryn Nance <Kathryn.Nance@stocktonca.gov>
Subject: Fwd: Empire Theater Facade

Kathryn,

The Chief reached out for an update on the latest on the code enforcement piece regarding demolition and anything on preservation of the facade See email chain below. Would you please send the update to us?

For reference, here's what I sent day of, but it doesn't address the latest request.

" Here is the most current update regarding the Empire Theater as well as some dates on prior code history.

Our Code officers are on scene and have coordinated with the building inspector. They have determined six commercial business north of the theater and two residential homes directly behind are in within proximity to be directly threatened by a structural collapse. Code has contacted the property owner, Mr. Bennet. He has not provided a contractor, as requested but tentatively agreed to the demo. Code will next be calling the City's contractor to respond for a site summary and demolition. Code expects the safety demolition portion to be completed today, making the residential displacement short-term.

Code/CDD history: June 2107 was the Notice to cease and desist all business. Start of receivership case began in October 2017 with CA and outside council. As far as issues related to Code, two small fires occurred in 2018 and other than those, we responded in 2019/20/21 a total of four times for unsecured property/open doors."

Can you please send me a summary of the code enf piece of this. I believe I got it earlier this week but maybe resend it to my? Thanks

Eric Jones
Chief of Police
Stockton Police Department
(209) 937-8217

Begin forwarded message:

From: Harry Black <Harry.Black@stocktonca.gov>
Date: May 17, 2021 at 17:46:47 PDT
To: William Crew <William.Crew@stocktonca.gov>, Eric Jones <Eric.Jones@stocktonca.gov>, Richard Edwards

<Richard.Edwards@stocktonca.gov>

Subject: FW: Empire Theater Facade

I would like to provide Council with an update on this tomorrow. Can someone get something to me that does that. I would like to get it out before noon tomorrow.

Thanks!

Harry Black

City Manager

City of Stockton

425 N. El Dorado Street, Stockton, CA 95202

(209) 937-8294

harry.black@stocktonca.gov



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From: Kevin Lincoln <Kevin.Lincoln@stocktonca.gov>

Sent: Monday, May 17, 2021 5:39 PM

To: Harry Black <Harry.Black@stocktonca.gov>

Subject: Empire Theater Facade

CM Black,

Is there any additional information regarding the demolition of the Empire Theater? Several constituents are inquiring online about the demolition and preservation of the facade of the empire theatre.

Mayor Lincoln

Allison Aube

From: Matthew VanFleet
Sent: Monday, March 22, 2021 1:55 PM
To: Alex Martinez
Subject: RE: Empire Theater

Yes they are all expired.

Matthew Van Fleet
Code Enforcement Supervisor
City of Stockton/Police Department
Neighborhood Services Section
22 E. Weber Av.
Stockton, CA. 95202
(209) 937-5027
(209) 937-7264 (Fax)

From: Alex Martinez <Alex.Martinez@stocktonca.gov>
Sent: Monday, March 22, 2021 1:47 PM
To: Matthew VanFleet <Matthew.VanFleet@stocktonca.gov>
Subject: Empire Theater

Matt, please check parcel 137-020-42 for any active building permits. I believe they all should be expired... I don't have access to Accela anymore.

Thanks,
Alex



Alex Martinez, CCEO
Code Enforcement Field Manager
Neighborhood Services Section
Stockton Police Department
22 E. Weber Ave, #350, Stockton, Ca 95202
P: 209-937-5042 // F: 209-937-8962

Allison Aube

From: Matthew VanFleet
Sent: Tuesday, May 18, 2021 8:12 AM
To: Almarosa Vargas
Cc: Alex Martinez
Subject: RE: Empire Theater Facade

Hello Alma,

The Empire Theater was partially demolished on 5-14-21 to render the structure safe following a significant fire which caused considerable damage and left the structure in imminent danger of collapse. A Notice of Intent to Demolish was issued to the property owner to complete the demolition within 30 days (no later than 6-14-21). The Property Owner has multiple options for complying with the notice, one of which would be complete demolition of the structure. The other option would be to hire an engineer to find a way to save the façade of the structure or any other portion of the structure they can save. Of course considerable engineering would be required and some kind of fix would have to be put in place which would also require plans being submitted and permits being obtained.

To summarize, the owner can possibly save parts of the structure if they wish, however they would have to be prepared to pay for thorough engineering and additional work to the structure to do so. Alternatively, the entire structure would need to be demolished under a demolition permit and it would have to be approved by the Building Division. Due to a lack of response and a lack of work done on the owner's behalf in the past, we may need to consider how the City will proceed if the owner fails to comply with our notices.

Hopefully this answers all the questions. Let me know if you need any additional information.

Thank you,

Matthew Van Fleet
Code Enforcement Supervisor
City of Stockton/Police Department
Neighborhood Services Section
22 E. Weber Av.
Stockton, CA. 95202
(209) 937-5027
(209) 937-7264 (Fax)

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To: Matthew VanFleet <Matthew.VanFleet@stocktonca.gov>
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Thank you

Almarosa Vargas, SCLA, MPA
Police Services Manager
Neighborhood Services Section

Stockton Police Department
[22 E. Weber Ave, #350, Stockton, Ca 95202](#)
P: [209-937-8952](#) // F: [209-937-8962](#)
Almarosa.Vargas@Stocktonca.gov

Sent from my iPhone
Please excuse any typos

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To: Kathryn Nance <Kathryn.Nance@stocktonca.gov>
Subject: Fwd: Empire Theater Facade

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Harry Black
City Manager
City of Stockton
425 N. El Dorado Street, Stockton, CA 95202
(209) 937-8294
harry.black@stocktonca.gov



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www.stocktonca.gov/cleancity

From: Kevin Lincoln <Kevin.Lincoln@stocktonca.gov>
Sent: Monday, May 17, 2021 5:39 PM
To: Harry Black <Harry.Black@stocktonca.gov>
Subject: Empire Theater Facade

CM Black,

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Mayor Lincoln

Allison Aube

From: Almarosa Vargas
Sent: Friday, May 14, 2021 8:05 AM
To: Kathryn Nance
Subject: Fwd: Empire Theater - 1825 Pacific Av

FYI

Almarosa Vargas, SCLA, MPA
Police Services Manager
Neighborhood Services Section
Stockton Police Department
[22 E. Weber Ave, #350, Stockton, Ca 95202](https://www.cityofstocktonca.gov/22-E-Weber-Ave-350-Stockton-Ca-95202)
P: [209-937-8952](tel:209-937-8952) // F: [209-937-8962](tel:209-937-8962)
Almarosa.Vargas@Stocktonca.gov

Sent from my iPhone
Please excuse any typos

Begin forwarded message:

From: Matthew VanFleet <Matthew.VanFleet@stocktonca.gov>
Date: May 14, 2021 at 8:00:31 AM PDT
To: Almarosa Vargas <Almarosa.Vargas@stocktonca.gov>
Cc: Alex Martinez <Alex.Martinez@stocktonca.gov>, Tim Sallady <Tim.Sallady@stocktonca.gov>
Subject: Empire Theater - 1825 Pacific Av

Hello Alma,

We have an active case at this property. We have been responding only to new complaints of blight or other public nuisance issues. Our most recent complaints were for graffiti, garbage and the building being unsecure back in January and February. Each time we responded and had the property owner out to correct the violations. The Property owner has been responsive in responding to those complaints.

The permits for the structure have expired but Haggarty has been working to obtain them again and get the work started. We were advised by the City Attorney's Office and outside counsel that we were to put a hold on all enforcement action related to the permits due to pending litigation. This property was removed from the CRP Watch list on 9-29-21 due to us not being able to proceed with the case until the court case happens.

The fire has damaged a large section of the north side of the building which is currently threatening 6 commercial units and 2 single family residences. All of these will be posted as unsafe to occupy. I will be on scene today and will let you know of any updates as they become available.

Thank you,

Matthew Van Fleet
Code Enforcement Supervisor

City of Stockton/Police Department
Neighborhood Services Section
22 E. Weber Av.
Stockton, CA. 95202
(209) 937-5027
(209) 937-7264 (Fax)

Allison Aube

From: Almarosa Vargas
Sent: Monday, May 17, 2021 12:29 PM
To: Kathryn Nance
Subject: RE: Notification - Protest

Thank You

From: Kathryn Nance <Kathryn.Nance@stocktonca.gov>
Sent: Monday, May 17, 2021 12:28 PM
To: Almarosa Vargas <Almarosa.Vargas@stocktonca.gov>
Subject: Fwd: Notification - Protest

FYI
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From: Dana Mosher <Dana.Mosher@stocktonca.gov>
Sent: Monday, May 17, 2021 11:21:36 AM
To: Eric Jones <Eric.Jones@stocktonca.gov>; James Chraska <James.Chraska@stocktonca.gov>; Eric Kane <Eric.Kane@stocktonca.gov>; Kathryn Nance <Kathryn.Nance@stocktonca.gov>; Ivan Rose <Ivan.Rose@stocktonca.gov>; Antonio Sajor <Antonio.Sajor@stocktonca.gov>; Travis Digiulio <Travis.Digiulio@stocktonca.gov>; Joshua Doberneck <Joshua.Doberneck@stocktonca.gov>; Jonathan Swain <Jonathan.Swain@stocktonca.gov>; Joseph Silva <Joseph.Silva@stocktonca.gov>; Scott Graviette <Scott.Graviette@stocktonca.gov>; Dean Happel <Dean.Happel@stocktonca.gov>; Esteban Arrieta <Esteban.Arrieta@stocktonca.gov>; John Hernandez <John.Hernandez@stocktonca.gov>; Gary Benevides <Gary.Benevides@stocktonca.gov>
Subject: Notification - Protest

Call/Crime Type: Protest
Date & Time: 05/17/21 @ 0945 hours
Location: 1825 Pacific Av (Empire Theater)
Case Number: N/A

Approximately 20 protesters gathered in front of the Empire Theater to protest its demolition. Vice monitored the even. No issues were reported, and the crowd left at 1115 hours.

Respectfully,

Lieutenant Dana Mosher

Field Operations Division

22 East Market Street

Stockton, CA 95202

(209) 937-8480

Allison Aube

From: Jonathan Swain
Sent: Tuesday, January 14, 2020 9:54 AM
To: Kathryn Nance
Subject: FW: Empire Theater

FYI. SCOs will be doing special checks until further notice.

From: Jonathan Swain
Sent: Monday, January 13, 2020 2:58 PM
To: Phirun Var <Phirun.Var@stocktonca.gov>
Cc: Christopher Martin <Christopher.Martin@stocktonca.gov>
Subject: FW: Empire Theater

Please have the SCO's do special checks at the empire theater for trespassing, etc. make sure they document the checks in their dailies.

Jonathan

From: Kathryn Nance <Kathryn.Nance@stocktonca.gov>
Sent: Monday, January 13, 2020 2:38 PM
To: Jonathan Swain <Jonathan.Swain@stocktonca.gov>
Subject: FW: Empire Theater

From: Trevor Womack <Trevor.Womack@stocktonca.gov>
Sent: Friday, January 10, 2020 9:25 AM
To: Alex Martinez <Alex.Martinez@stocktonca.gov>; Kathryn Nance <Kathryn.Nance@stocktonca.gov>
Subject: RE: Empire Theater

Thanks for being on top of this. Of course, please make sure the area SCO unit remains aware also and makes special checks to keep it secure and remove and trespassers.

From: Alex Martinez <Alex.Martinez@stocktonca.gov>
Sent: Friday, January 10, 2020 9:23 AM
To: Lydia Clary <Lydia.Clary@stocktonca.gov>
Cc: Kathryn Nance <Kathryn.Nance@stocktonca.gov>; Trevor Womack <Trevor.Womack@stocktonca.gov>
Subject: RE: Empire Theater

Good morning Lydia, I checked the Empire Theater property after the meeting of the 12th, and found all store fronts, side doors, and accessible openings to be secured. The back side of the building is not readily accessible, since there is a wrought iron fence preventing access, but from the vantage points where I was able to look for potential openings, I did not see any.

There was some debris in the back, and a small window in the highest front section of the theater that, though not accessible to people, should be secured (closed in this case) to prevent rain/animals from potentially entering the building.

Carrie is going to reach out to the contractor to have this window closed, which she thinks might be open for ventilation during construction. We will also address the debris, and are making checks of the property at least once a month.

Let me know if you have further questions.

Alex Martinez

Acting Code Enforcement Field Manager
Neighborhood Services Section
Stockton Police Department
22 E. Weber Ave, #350, Stockton, Ca 95202
P: 209-937-5042 // F: 209-937-8962
stocktonca.gov

From: Lydia Clary <Lydia.Clary@stocktonca.gov>
Sent: Friday, January 10, 2020 8:34 AM
To: Trevor Womack <Trevor.Womack@stocktonca.gov>; Alex Martinez <Alex.Martinez@stocktonca.gov>
Cc: Kathryn Nance <Kathryn.Nance@stocktonca.gov>
Subject: Empire Theater

All,

I am following up on the December 12th meeting we had regarding Empire and Open Windows, at City Hall. The Miracle Mile Board would like an update, one of the questions is security of the Empire building. Has neighborhood services verified the structure to be secured, per SMC?

*Lydia Clary, CBO
Deputy Director Community Development
Building & Safety*



345 N. El Dorado Street
Stockton, CA 95202
Direct # (209) 937-8842
lydia.clary@stocktonca.gov

Allison Aube

From: James Chraska
Sent: Monday, May 17, 2021 6:38 PM
To: Kathryn Nance
Subject: Fwd: Empire Theater Facade

Kathryn,

The Chief reached out for an update on the latest on the code enforcement piece regarding demolition and anything on preservation of the facade See email chain below. Would you please send the update to us?

For reference, here's what I sent day of, but it doesn't address the latest request.

" Here is the most current update regarding the Empire Theater as well as some dates on prior code history.

Our Code officers are on scene and have coordinated with the building inspector. They have determined six commercial business north of the theater and two residential homes directly behind are in within proximity to be directly threatened by a structural collapse. Code has contacted the property owner, Mr. Bennet. He has not provided a contractor, as requested but tentatively agreed to the demo. Code will next be calling the City's contractor to respond for a site summary and demolition. Code expects the safety demolition portion to be completed today, making the residential displacement short-term.

Code/CDD history: June 2107 was the Notice to cease and desist all business. Start of receivership case began in October 2017 with CA and outside council. As far as issues related to Code, two small fires occurred in 2018 and other than those, we responded in 2019/20/21 a total of four times for unsecured property/open doors."

Can you please send me a summary of the code enf piece of this. I believe I got it earlier this week but maybe resend it to my? Thanks

Eric Jones
Chief of Police
Stockton Police Department
(209) 937-8217

Begin forwarded message:

From: Harry Black <Harry.Black@stocktonca.gov>
Date: May 17, 2021 at 17:46:47 PDT
To: William Crew <William.Crew@stocktonca.gov>, Eric Jones <Eric.Jones@stocktonca.gov>, Richard Edwards <Richard.Edwards@stocktonca.gov>
Subject: FW: Empire Theater Facade

I would like to provide Council with an update on this tomorrow. Can someone get something to me that does that. I would like to get it out before noon tomorrow.

Thanks!

Harry Black

City Manager

City of Stockton

425 N. El Dorado Street, Stockton, CA 95202

(209) 937-8294

harry.black@stocktonca.gov



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From: Kevin Lincoln <Kevin.Lincoln@stocktonca.gov>

Sent: Monday, May 17, 2021 5:39 PM

To: Harry Black <Harry.Black@stocktonca.gov>

Subject: Empire Theater Facade

CM Black,

Is there any additional information regarding the demolition of the Empire Theater?
Several constituents are inquiring online about the demolition and preservation of the facade of the empire theatre.

Mayor Lincoln

Allison Aube

From: Darius Buhari
Sent: Saturday, May 15, 2021 12:25 AM
To: Damion Underwood
Subject: Re: Empire theater fire

Hey sir,

The officers on scene are off for their long weekend and since I'm hiring back today I wrote the SIR. The DR is 21-17055.

Darius

From: Damion Underwood <Damion.Underwood@stocktonca.gov>
Sent: Friday, May 14, 2021 6:32 PM
To: Darius Buhari <Darius.Buhari@stocktonca.gov>
Subject: Empire theater fire

Hey Darius,

I'm doing this from the road so I don't have all the information in front of me or the call history, but it looks like there was no DR pulled from the Empire theater last night. I was told that you were the Sgt on scene and it was a graveyard unit that responded. We need to get an original SIR written so that the arson investigator can do a sub when his investigation is completed.

I know patrol usually doesn't do a lot when they go out to these things, but when we respond to these large five alarm fires we have to get a dr pulled just in case it is eventually ruled an arson.

Thanks and if you have any questions just give me a call. I'll be up when you log on.

Damion
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Allison Aube

From: Eric Kane
Sent: Monday, May 17, 2021 9:06 AM
To: Eric Jones
Cc: James Chraska; Kathryn Nance; Joseph Silva
Subject: Save the Empire Theater

Chief,

On 209 Times, a "Save the Empire Theater" event was posted for a meeting in front of the theater (1825 Pacific Ave) at 9:45 AM. This appears to be a community meeting and not a demonstration. PD will monitor the situation.

Eric

Deputy Chief Eric Kane
Stockton Police Department
Operations Bureau
(209) 937-8218
Eric.Kane@stocktonca.gov

Allison Aube

From: John Alita
Sent: Tuesday, May 18, 2021 9:47 AM
To: Suzy Daveluy; Suzy Daveluy
Subject: FW: Empire Theater Facade
Attachments: Demo Notice_5-14-2021.pdf

FYI

From: Harry Black <Harry.Black@stocktonca.gov>
Sent: Tuesday, May 18, 2021 9:40 AM
To: Harry Black <Harry.Black@stocktonca.gov>
Subject: FW: Empire Theater Facade

Mayor/Council:

For your information, the below and attached provide an update regarding the Empire Theatre fire. In addition, when asked about any potential memorabilia that the owner might like to donate, I have stated that the City would consider accepting it and then engage the Arts Commission to handle disposition. In that this is private property and a private matter, the City would not get entangled in the owners decision making process that might center around memorabilia. We would look to be helpful at the appropriate time.

Harry Black

City Manager

City of Stockton

425 N. El Dorado Street, Stockton, CA 95202

(209) 937-8294

harry.black@stocktonca.gov



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From: William Crew <William.Crew@stocktonca.gov>
Sent: Tuesday, May 18, 2021 8:17 AM
To: Harry Black <Harry.Black@stocktonca.gov>; John Alita <John.Alita@stocktonca.gov>; Maraskeshia Smith <Maraskeshia.Smith@stocktonca.gov>

Cc: Eric Jones <Eric.Jones@stocktonca.gov>; Richard Edwards <Richard.Edwards@stocktonca.gov>

Subject: FW: Empire Theater Facade

Good Morning:

John's email below is a good synopsis of current status. Both Chief Jones and Chief Edwards have provided input.

Please let know if you need anything further.

Thanks.

From: John Schweigerdt <John.Schweigerdt@stocktonca.gov>

Sent: Monday, May 17, 2021 8:07 PM

To: Stephanie Ocasio <Stephanie.Ocasio@stocktonca.gov>; John Freitas <John.Freitas@stocktonca.gov>; Richard Edwards <Richard.Edwards@stocktonca.gov>

Cc: William Crew <William.Crew@stocktonca.gov>

Subject: Re: Empire Theater Facade

Good Evening,

The actions taken on Friday consisted of a partial demolition of the dangerous portions of the building as a result of the devastating fire. That partial summary demolition was necessary to ensure the building was stable while the property owner evaluates his next course of action. The dangerous portions of the building were demolished, all building openings were secured, and the site was fenced. The demolition actions taken on Friday were completed with signed consent from the property owner.

The majority of the West wall was in danger of collapse and was subsequently demolished. The collapsed portions of roof were also demolished. Portions at the Northeast corner of the building were left as-is to allow for the fire investigation as this is likely the area of ignition. The facade, theatre entry lobby, and first floor portion of the building (the former Casa Flores restaurant) were not demolished.

The Property Owner was issued a Notice and Order of intent to abate by demolition on Friday afternoon, see attached. The actions taken by the City on Friday were to ensure public safety, this notice informs the property owner that they must complete the demolition. If the property owner chooses, they can consult with an engineer and develop a plan to save the building which will require an assessment of the portions to remain, including any shoring that needs to occur prior to any rebuilding efforts. The property owner may also choose to move forward with the complete demolition of the structure. I confirmed with Nicole Moore on Friday that this building is actually not listed as a historic resource, thus the owner may choose to demolish the facade if they wish.



CITY OF STOCKTON

COMMUNITY DEVELOPMENT DEPARTMENT – BUILDING DIVISION
CITY HALL • 345 N. EL Dorado St • Stockton, CA 95202
www.stocktonca.gov
(209) 937-8266

NOTICE AND ORDER OF INTENT TO ABATE BY DEMOLITION

May 14, 2021

Christopher J Bennitt
4643 Quail Lakes Dr #123
Stockton, CA 95207

RE: 1825 PACIFIC AV 137-020-42 CASE 12-100159 SB

The City of Stockton, Neighborhood Services Section, hereby declares its intentions to begin legal proceedings on the abatement by demolition of certain structure(s) located on real property listed above and owned by **Christopher J Bennitt**.

In accordance with: 1) Title 1, Chapter 1.36; Title 15, Chapter 15.04, Article II; and Chapter 15.28, Article 1, of the Stockton Municipal Code; 2) Chapters 3 and 4 of the Uniform Code for the Abatement of Dangerous Buildings; and 3) Section 17980 -17990 et seq., of the Health and Safety Code, which provides for the abatement by demolition or removal of unsafe or dangerous buildings located within the City of Stockton, the following is to be considered due notice and the proceeding orders are hereby being directed.

Pursuant to our last inspection on May 14, 2021, it is the determination of the Building Official that the following conditions (**see List of Violations on page 3**) caused the building to be dangerous/substandard under the provisions of Section 302 of the Uniform Code for the Abatement of Dangerous Buildings, Section 17920.3 et seq., of the Health and Safety Code; and Section 15.24.030 et seq., of the Stockton Municipal Code.

Be advised that the Neighborhood Services Section shall begin abatement action to demolish the identified structures; fill-in and level the lot; abate any overgrown landscaping; and remove any garbage, junk, and debris from the property.

Your maintenance of substandard housing may subject you to the loss of deductions for interest, taxes, depreciation, and amortization pursuant to the Revenue and Taxation Code of the State of California, sections 17274 and 24436.5.

NOTICE & ORDER OF INTENT TO ABATE BY DEMO (CONTINUED)
Christopher J Bennett
Case 12-100159-SB
Page 2

Re: 1825 PACIFIC AV (137-020-42) CASE 12-100159-SB

Failure to comply with requirements for **each** of the attached list of violations by the date(s) given will cause the City of Stockton to proceed with the demolition of the structure at your expense, including administrative fees of \$1,392.00 plus filing fees. In addition, failure to abate will result in re-inspection fee(s) for each inspection until compliance is obtained, and non-compliance may result in further action being taken against you, including, but not limited to, an Administrative Citation being issued and/or Civil Penalties of up to \$1,000 per day being assessed. Abatement of the violation(s) after the deadline does not relieve you of these liabilities.

Any person having record title or legal interest in this property has the right to appeal the City's action by **submitting the hearing fee of \$96.00 with an appeal request form to this office within thirty (30) days of the postmarked date of this letter, pursuant to Stockton Municipal Code (S.M.C.) section 1.44.070.** Failure to file such an appeal shall constitute a waiver of all rights to an Administrative Hearing and adjudication of the Notice and Order or to any portion thereof.

Please note: If you fail to take any action to demolish the building by obtaining the Demolition Permit by June 15th, 2021, the City will proceed with the demolition and you will be liable for all costs incurred from that point forward.

If you have any questions regarding this matter, please contact **Spencer Butler** at **(209) 937-5492.**



JOHN SCHWEIGERDT
~~DEPUTY~~ BUILDING OFFICIAL / COMMUNITY DEVELOPMENT DEPARTMENT

JS: gr

NOTICE & ORDER OF INTENT TO ABATE BY DEMO (CONTINUED)
CHRISTOPHER J BENNITT
CASE 12-100159
PAGE 3

Re: 1825 PACIFIC AV (137-020-42) CASE 12-100159-SB

LIST OF VIOLATIONS

1. The above listed property has suffered significant fire damage, is in extreme disrepair and is a blight and public nuisance to the community. The structure which has been severely damaged by fire and is in a state that it has become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals, or immoral persons; or as to (iii) enable persons to resort theretofore the purpose of committing unlawful or immoral acts. All electrical and gas lines have been disconnected at this time. Due to the structural strength and/or stability being less than it was before the fire and is less than minimum requirements of the Building Code, you must obtain a permit from Building Division located at 345 North El Dorado St. Stockton California for the completion of the demolition of structure located at 1825 Pacific Avenue Stockton Ca. Obtain all applicable permits and final inspection no later than by June 15th.

SMC 15.04.250

SMC 15.04.310

UCADB 302.4

UCADB 302.8

UCADB 302.17

Allison Aube

From: Ken Johnson
Sent: Tuesday, May 18, 2021 7:12 AM
To: James Klein
Subject: Fwd: 1825 Pacific Ave Records
Attachments: No Reply_20210514_100429.pdf; No Reply_20210514_100314.pdf

You should get up to speed on this property.

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From: Ken Johnson <Ken.Johnson@stocktonca.gov>
Sent: Monday, May 17, 2021 7:31:39 PM
To: Tim Enright <Tim.Enright@stocktonca.gov>; Ryan Smart <Ryan.Smart@stocktonca.gov>
Subject: Fwd: 1825 Pacific Ave Records

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From: Ken Johnson <Ken.Johnson@stocktonca.gov>
Sent: Friday, May 14, 2021 10:49:19 AM
To: Richard Edwards <Richard.Edwards@stocktonca.gov>
Subject: Fwd: 1825 Pacific Ave Records

FYI

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From: Shayleen Ellington <Shayleen.Ellington@stocktonca.gov>
Sent: Friday, May 14, 2021 10:09:07 AM
To: Ken Johnson <Ken.Johnson@stocktonca.gov>
Subject: 1825 Pacific Ave Records

Chief,

This is just some of the records to get started. There are several files I will print and send to you, in no particular order. Please let me know if there is something specific so I can expedite it. Otherwise, I will send the other reports as I open them. We also have several records for the suites. I have not opened those files, as I am not sure if that is what you want. Please advise. Thank you, Sir.

Shay
Shayleen Ellington
Supervising Fire Prevention Inspector
Stockton Fire Department/Fire Prevention
(209)990-1409 cell
(209)937-8467 office
Shayleen.ellington@stocktonca.gov



Our Mission: The Stockton Fire Department is committed to providing excellent emergency and non-emergency customer service – ensuring a safe community through public education, prevention, and aggressive suppression and rescue activities.

August 3, 2017

1825 Pacific Avenue, suite 2

I was driving north on Pacific and observed the Central bar & restaurant had open doors and people inside. I stopped to investigate and found 3 people inside repairing holes in the ceiling of the restaurant.

The 3 workers were not fluent English speakers and were unable to answer questions. The person that was cutting locks and giving the STOP task force access at the 1624 E. Alpine property arrived. He explained that they were Mr. Bennett's employees. He stated that they were remodeling the restaurant. I ask and was granted permission to take pictures. I ask if any other work was going on and he stated that an Architectural firm was in the next suite north looking at the building. I ask if I could go into that occupancy and he stated I could.

After leaving Central I went to the next suite north. Catalyst Realty, 1825 Pacific Avenue, suite 5.

The front entry door was open and I walked in. I observed that the work areas had personal effects including purses, pictures, addressed mail and items giving the impression that these areas were actively being used.

On the second floor, I met with Bobby Whitworth of Richard Avelar & Associates. Mr. Whitworth stated that he and two coworkers were with an architectural firm hired by Mr. Bennett. Their assignment was to inspect the Pacific Avenue property.

Nothing follows.

Mike Bixler

Fire Inspector II

Stockton Fire Department

NOTICE & ORDER TO VACATE AND CEASE AND DESIST ALL OPERATIONS
CHRISTOPHER J BENNITT
JUNE 7, 2017
Page 19

2. The exit sign to the north of the entrance/exit door does not function properly. Repair or replace to ensure correct operation. – CFC 604.6.1
3. Provide proper clearance around sub-panels throughout. Remove all materials 3 feet from in front of the equipment to a width of the panel and grade level to 6 feet, 6 inches. – NEC 110.26.A // UCADB 302.13
4. Properly install covers on all open electrical boxes, panels to include dead front, light fixtures, receptacle outlets and other electrical covers throughout. – CFC 605.6
5. Repair or replace all damaged and/or missing receptacle covers throughout Espresso Coffee and seating area. - CFC 605.6
6. Repair or replace the ceiling material in the kitchen area which is damaged, deteriorated and/or missing. – CFC 703.1 // UCADB 302.13

Balance Physical Therapy:

1. Properly secure and install code compliant stair railings on the interior stairway. – UCADB 302.2

Centrale:

1. Properly clean all grease and debris from kitchen hoods and cooking appliances. – CFC 904.12.6

Catalyst Realty:

1. Repair or replace the ceiling tile in the second floor electrical room which is damaged, deteriorated and/or missing. – CFC 703.1 // UCADB 302.13
2. Repair or replace the damaged ceiling and walls in the storage room. – CFC 703.1 // UCADB 302.13

Gusty Wings:

1. Properly install splash guards on fat fryers. – CFC 904.1 // NFPA 17A
2. Properly clean grease from hood areas and walls. – CFC 904.11.6.3

NOTICE & ORDER TO VACATE AND CEASE AND DESIST ALL OPERATIONS
CHRISTOPHER J BENNITT
JUNE 7, 2017
Page 15

5. Properly cap all exposed wiring in the exterior patio area of Centrale. – UCADB 302.13 // CFC 605.6

Catalyst Realty:

1. Cease using extension cords as permanent sources of electrical installation throughout the first and second floor of Catalyst Realty. – CFC 605.5
2. Second story emergency exit is not accessible or installed to meet the minimum exiting requirements. Exit doors must swing in the direction of travel and there must be 2 exits per occupancy load. – CFC 1008.1.2 // CBC 1015.1 // CFC 1019.1
3. Repair or replace the exit sign which is not illuminated. – CFC 1013.3

Gusty Wings:

1. Cease using extension cords as permanent sources of electrical installation throughout the restaurant. Remove all illegal extension cords from the ceilings, counter areas, kitchen and dining areas. – CFC 605.5 // UCADB 302.13
2. Fat fryer on west side of cookers needs to be repositioned under extinguishing system nozzle. – CFC 904.1 // NFPA 17A

The Mile:

1. Ensure the front roll up door properly functions to include securing. When business door is unlocked, roll-up door must stay open on its own. Currently, the door is secured open by use of a screwdriver wedge. – UCADB 302.13
2. Cease using extension cords as permanent sources of electrical installation throughout The Mile. – CFC 605.5
3. Eliminate extension cord from upstairs office to outside exterior lighting. – CFC 605.5
4. Properly seal the opening to interior space behind the wall at the upper level of the stairway with approved fire-rated construction. – CFC 703.1 // UCADB 302.13

F. Dangerous Conditions at Catalyst Realty – 1825 Pacific Avenue, Suites 3 and 4:

1. Repair the ceiling tile in the second floor electrical room which is damaged, deteriorated and/or missing. – CFC 703.1 // UCADB 302.13
2. Repair the damaged ceiling and walls in the storage room. – CFC 703.1 // UCADB 302.13

G. Dangerous Conditions at Gusty Wings – 1825 Pacific Avenue, Suite 5:

1. The fat fryers need side splash guards. – CFC 904.1 // NFPA 17A
2. Completely clean grease from hood areas and walls which could create a fire hazard. – CFC 904.11.6.3
3. Completely remove the garbage, debris and other combustible items being stored around the water heater. – CFC 315.3.3

H. Dangerous Conditions at The Mile – 1825 Pacific Avenue, Suite 6:

1. There is not proper clearance provided around the electrical sub-panels throughout the establishment, including the kitchen and bar area. – NEC 110.26.A // UCADB 302.13
2. All Fire extinguishers need to be within 75 feet of the area to be protected. – CFC Table 906.3.1

I. Dangerous Conditions at Serendipity Salon – 1829 Pacific Avenue:

1. There is not proper clearance provided around the electrical sub-panel. – UCADB 302.13 // NEC 110.26.A
2. Repair the missing or damaged electrical covers throughout the Salon. – CFC 605.6
3. The Fire extinguishers require proof of annual service/recharge. – CFC 906.2

5. The wall is breached at the west side of the bar and does not provide fire protection and would serve to spread a fire very rapidly throughout the entire building. – CFC 703.1 // UCADB 302.13
6. There is exposed electrical wiring throughout the bar area, second floor stairway and second floor security room. – UCADB 302.13 // CFC 605.6

H. Illegal Living Unit/Dangerous Conditions at Former Office Space conversion – 1827 Pacific Avenue:

1. Illegal, un-permitted alteration of Office space into a rented dwelling unit. – UCADB 302.9 // 15.04.250, 260, 310
2. The exterior door of the rented dwelling unit has a dual-keyed lock which would not allow the occupant to exit in an emergency without the use of a key. – SMC 15.24.030 (b) 12 // H&S 17920.3.l // UCADB 302.13 // CBC 1008.1.8.7
3. The windows have permanent bars blocking emergency exiting and do not meet the minimum sizing to allow for emergency escape and rescue. – SMC 15.24.030 (b) 12 // H&S 17920.3.l // UCADB 302.13 // CBC 1008.1.8.7
4. The required interior hall lighting at the stairs is not working. – UHC 701.2 // SMC 15.24.030 (b) 4, 13 // H&S 17920.3.d, 17920.3.l
5. The room next to the kitchen/bathroom area which is being used as a bedroom does not meet the minimum requirements as a bedroom. – UHC 503.2 // UCADB 302.13
6. The ceiling material throughout the living space is damaged and deteriorated. – SMC 15.24.030 (b) 3 // H&S 17920.3.c // CFC 703.1 // UCADB 302.13
7. The wall material throughout the living space is damaged and deteriorated. – SMC 15.24.030 (b) 3 // H&S 17920.3.c // UCADB 302.13
8. The bathroom ventilation system and light is illegally installed in the shower and does not meet the minimum safety requirements for wet locations. – SMC 15.24.030 (b) 6 // H&S 17920.3.f

RE: 1825 THROUGH 1831 PACIFIC AVENUE (137-020-42) CASE 12-100159

LIST OF VIOLATIONS

I. DANGEROUS AND HAZARDOUS CONDITIONS MANDATING A NOTICE TO VACATE:

A. Failure to comply with Previous Violation Notices and Stipulation Agreement:

1. Failure to comply with Stipulation Agreement, issued on August 19, 2016 – SMC 1.32.010
2. Failure to comply with Community Development Department's corrective action notice, issued March 26, 2014. – SMC 1.32.010
3. Failure to comply with Civil Penalty Notice and Order, issued February 6, 2014. – SMC 1.32.010
4. Failure to comply with Administrative Citation, NSS# 100683, issued December 9, 2013. – SMC 1.32.010
5. Failure to comply with Administrative Citation, NSS# FY02217, Issued March 6, 2012. – SMC 1.32.010
6. Failure to comply with Notice to Vacate, issued January 31, 2012. – SMC 1.32.010 // UCADB 404.2

B. Dangerous Conditions at Empire/Royal Theatre – 1825 Pacific Avenue:

1. Illegal, un-permitted alterations and additions to the tenant occupied spaces. – SMC 15.04.250, 260, 310 // UCADB 302.13
2. Blocked exit pathways within the main theatre. – UCADB 302.2 // CBC 1014.4
WHEN EXITS ARE BLOCKED PEOPLE CANNOT LEAVE RAPIDLY. THIS CAUSES PANIC AND PEOPLE CROWD TOGETHER LEADING TO TRAGEDY
3. West side and East side exit doors within the main theatre do not open correctly presenting a hazard in the event of an emergency. – CBC 1008.1.8.7 // UCADB 302.2
WHEN EXITS OPEN INWARD RUSHING CROWDS WILL PUSH INTO EACH OTHER, THE DOORS WILL NOT OPEN BECAUSE BODIES ARE IN THE WAY



CITY OF STOCKTON

COMMUNITY DEVELOPMENT DEPARTMENT

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NOTICE AND ORDER TO VACATE AND CEASE AND DESIST ALL OPERATIONS

JUNE 7, 2017 IMMEDIATELY DISCONTINUE ALL BUSINESS OPERATIONS

JUNE 7, 2017 BY 5:00 PM DISCONTINUE ALL OCCUPANCY FOR RESIDENTIAL PURPOSES

JUNE 9, 2017 1:00 PM DISCONTINUE ALL OCCUPANCY OF THE BUILDING

JUNE 7, 2017

OCCUPANT/BUSINESSES
ANY/ALL OCCUPANTS/BUSINESSES
1825 – 1831 PACIFIC AVENUE
STOCKTON, CA 95204

CHRISTOPHER J BENNITT
P.O. BOX 8346
STOCKTON, CA 95208

BANK OF AGRICULTURE AND COMMERCE
2021 W MARCH LANE, STE 2D
PO BOX 7066
STOCKTON, CA 95208

RE: 1825 THROUGH 1831 PACIFIC AVENUE (137-020-42) CASE 12-100159

PLEASE TAKE NOTICE THAT The subject property has been deemed a Hazardous and Dangerous building in violation of multiple regulations of the California Fire Code and the Uniform Code for the Abatement of Dangerous Buildings, 1997 edition, chapter 3, section 302 as adopted by the Stockton Municipal Code. Recent inspections by enforcement staff of the City of Stockton found the following immediately Hazardous and Dangerous conditions throughout the building, as more fully noted on the attached list of violations.

These Hazardous and Dangerous conditions located throughout the building pose such an immediate threat to the life, limb, health, safety, and welfare of the public at large and the occupants of this property as to constitute an emergency.

THEREFORE NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS ORDERED VACATED JUNE 7, 2017 IMMEDIATELY FOR BUSINESS PURPOSES pursuant to Uniform Code for the Abatement of Dangerous Buildings, Section 401.2 et seq. Further Notice is provided that the building and affected businesses cannot be re-occupied until such time as all violations are corrected and approved by the Building Official and Fire Marshal.

NOTICE & ORDER TO VACATE AND CEASE AND DESIST ALL OPERATIONS
CHRISTOPHER J BENNITT
JUNE 7, 2017
Page 5

5. Extension cords have been placed underneath the mats which employees stand on behind the service counter of the Coffee shop. These extension cords are all that are used to supply electricity to island equipment, rather than installation of permanent sources of electrical installation. These cords are damaged/deteriorated and being walked on, further damaging them and increasing the fire risk. – CFC 605.5 DAMAGED CORDS CAN HAVE EXPOSED WIRES LEADING TO ELEC. SHOCK WHEN WALKING OVER CORDS.
6. The stage lighting at the Lobby Piano is connected with extension cords. – CFC 605.5 LIGHTS CAN DRAW ENOUGH POWER TO OVERHEAT, CAUSING FIRES
- *7. There is illegal exposed wiring in the storage area off the seating area, the electric room off the seating area and the box office area. Further, the extension cords for the equipment is damaged or deteriorated in the storage area, increasing the fire risk. – UCADB 302.13 // CFC 605.6 FIRES IN CLOSED AREAS WILL BE ABLE TO BUILD RAPIDLY AND BECOME UNCONTROLLABLE BY STAFF.
- *8. There is illegal wiring and extension cords being used at Lobby box office ticket windows and used to light up the advertisement boards. – UCADB 302.13 // CFC 605.3
9. The required Fire extinguishers have not been properly serviced and are not operational. – CFC 906.2 AN UNSERVICED NON-OPERATIONAL FIRE EXTINGUISHER CREATES A FALSE SENSE OF SECURITY. RELYING ON SUCH A TION WILL DELAY FIRE RESPONSE AND PUT LIVES AND PROPERTY IN PERIL.
- D. Dangerous Conditions at Centrale – 1825 Pacific Avenue, Suite 2:
 1. There are unsecured compressed gas cylinders being stored within Centrale. – CFC 3003.5.3 // CFC 5303.5.3 C 3
 2. The Exit sign at the rear of the kitchen is not illuminated, which will prevent patrons from locating the exit in the event of an emergency. – CFC 1013.3 34
 3. There are multiple extension cords being used as permanent sources of electrical installation throughout the business. – CFC 605.5 B 6
 4. There are missing exterior receptacle covers in the patio area of Centrale. – CFC 605.6 // UCADB 302.13 MISSING RECEPTACLE COVERS ALLOW DUST TO ENTER ELECTRICAL CONNECTIONS, THIS CAN CAUSE HEATING.

5. The Restaurant's kitchen is either missing the required Fire extinguishers, or the existing extinguishers are not those that are required to be installed in a commercial kitchen operation to be used in the event of a grease or similar fire. – CFC 904.12.5.2
6. There is an accumulation of excessive grease from the exhaust hood and cooking appliances in the kitchen area. – CFC 904.12.6
7. The Restaurant is currently using a plastic storage cover plate in the attic storage area rather than the approved fire rated cover, which is required to help contain a grease fire in the kitchen from spreading rapidly to the attic area, and then throughout the entire building. – CFC 703.1
8. There is a potential fire hazard caused by the exposed wiring in the bathroom on the second level storage area which is accessed by the stairway behind the register. – CFC 605.6
9. There are multiple extension cords being used as permanent sources of electrical installation throughout the Restaurant. – CFC 605.5

II. CONDITIONS CONSIDERED DANGEROUS BUT NOT HAZARDOUS:

A. Lack of or improperly installed sprinkler/fire protection systems. – SMC 15.12.040

B. Dangerous Conditions at Empire/Royal Theatre – 1825 Pacific Avenue:

1. The electrical panels/shutoffs require Identification and labeling. – NEC 408.4 A
2. Repair the damaged and deteriorated paths of travel in the seating area within the theatre. – UCADB 302.13
3. The ceiling scuttle door is missing inside the closet next to the east exit door. – CFC 703.1
4. Repair the damaged and deteriorated electrical receptacle outlet cover plates throughout the theatre. – CFC 605.6

Empire/Royal Theatre:

1. Ensure exit egress pathways are not blocked within the main theatre and clear of all obstacles. Egress pathways must be accessible as required for emergency exit. – UCADB 302.2 // CBC 1014.4
2. Repair or replace west side exit door which does not operate properly. – CBC 1008.1.8.7 // UCADB 302.2
3. Repair or replace east side exit door which does not operate properly. – CBC 1008.1.8.7 // UCADB 302.2
4. Repair or replace west side emergency lights which are not functioning. – CFC 604.6
5. Repair or replace east side emergency lights which are not functioning. – CFC 604.6
6. Determine the source of the water intrusion throughout the theatre which has caused the ceiling to be damaged and/or deteriorated. Once determined, repair appropriately. Replace the damaged, deteriorated and/or missing ceiling material throughout and properly seal. – CFC 703.1 // UCADB 302.13
7. Cease using extension cords as permanent sources of electrical installation throughout the theatre. – CFC 605.5
8. Legally construct and/or remove the separation walls between Main Theatre, dressing rooms, storage areas and north storage area which are not constructed to meet minimum code standards. – UCADB 302.13 // CFC 703.1
9. The curtain on the north stage needs to either (a) be removed; (b) flame-retardant treated; or (c) to be field tested by Stockton Fire Department Inspector. – CFC 807.3 Title 19, Division 1, S.08.Decorative Materials // UCADB 302.13

Empresso Coffee and Seating/Patio area:

1. Clear hazards near the entrance/exit which are a hazard for people exiting the theatre. – CFC 1028.3

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9. Properly install receptacle covers and light switch plate covers throughout the living unit. – UHC 701.2
10. Properly Install code compliant handralls on loft stairway. – SMC 15.24.030 (b) 9 // H&S 17920.3.i
11. Properly install required carbon monoxide and smoke alarms in an approved manner. – 15.24.030 (b) 16 // CFC 1103.8 // CFC 915.1 // UCADB 302.13

Serendipity Salon:

1. Properly construct the stairs to the second floor of the Salon which do not meet minimum code requirements for size, width, handralls and other requirements. – UCADB 302.1
2. Cease using extension cords as permanent sources of electrical installation. – CFC 605.5
3. Provide the required egress requirements including any required illuminated exit signage and egress lighting. – CFC 1013.3 // UCADB 302.13

Casa Flores Restaurant:

1. Install all missing panel covers on sub-panels. – CFC 605.6
2. Provide the required egress requirements including illuminated exit signage and egress lighting. – CFC 1013.3
3. Repair or replace the exit sign which is not illuminated. – CFC 1013.3
4. Repair or replace the damaged sheetrock in the stairway behind the register. – SMC 15.24.030 (b) 9 // CFC 703.1
5. Clean the grease from the flue cooking vent and maintain in a neat and sanitary manner. – CFC 904.12.6
6. Properly install K-type extinguisher in the kitchen area. – CFC 904.12.5.2

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4. Remove the accumulation of garbage, junk, debris, combustible materials, stored materials and other such items which have created a tripping hazard in the second floor storage area, electrical rooms, mechanical rooms, stairs, etc. Allow for proper egress to and from these areas throughout the restaurant. – CFC 315
5. Properly install code compliant hand rails on the stairway behind the register. – UCADB 302.2
6. Repair or replace the damaged stair covering (tile) on the stairway behind the register. – UCADB 302.2
7. Replace the missing or damaged electrical covers throughout the restaurant. – CFC 605.6

Thursday, August 4, 10:57 AM.

I was driving north on Pacific Avenue and looked to my left and observed people inside the central bar. I was aware that the occupancy had been locked closed and I was surprised people were in there. I turned the vehicle around and parked on Pacific Avenue in front of the Central Bar. I then walked to the back of the occupancy and entered through an open door, asking the three people inside who they were and introduced myself. An individual from the Alpine inspection done earlier that week arrived and I recognize this person is the individual that was assisting us entering the various occupancies during that inspection. That individual explained that all four of them work for Mr. Bennet and that they were assigned the task of remodeling the Central Bar.

The individual invited me to look around and take all the pictures that I wanted. He explained that they were patching holes and repairing wiring in the public occupancy space. He explained that they were removing the kitchen equipment and repairing the plumbing and other utilities within the occupancy.

After taking pictures in the Central Bar I asked the individual that was in charge if any other work was occurring. That individual stated that three architects were in the next occupancy at Catalyst Realty and that I could go look at that if I wanted to. I then walk next-door to Catalyst Reality. The door was open and I entered. Upon entering I observed the front lobby reception desk had mail with current dates and a purse.

I then accessed the second-floor stairwell. Upon arriving at the second floor I observed two other office spaces that were also work stations with personal effects such as pictures, mail and a purse on each desk. I then spoke to one of the associate architects. He explained that they have been assigned by Mr. Bennet to review the inside of the building.

The real estate firm is called Richard Avelar and associates.

Bobby Whitworth Junior was the individual I spoke with.

Nothing follows.

Mike Bixler

1825-1831 Pacific Avenue
APN: 137-020-42
CASE #12-100159
May 15, 2017

HAZARDOUS VIOLATIONS – NOTICE TO VACATE:

1. Failure to comply with Stipulation Agreement, issued on August 19, 2016 – SMC 1.32.010
2. Failure to comply with Community Development Department's corrective action notice, issued March 26, 2014. – SMC 1.32.010
3. Failure to comply with Civil Penalty Notice and Order, issued February 6, 2014. – SMC 1.32.010
4. Failure to comply with Administrative Citation, NSS# 100683, issued December 9, 2013. – SMC 1.32.010
5. Failure to comply with Administrative Citation, NSS# FY02217, issued March 6, 2012. – SMC 1.32.010
6. Failure to comply with Notice to Vacate, issued January 31, 2012. – SMC 1.32.010 // UCADB 404.2
7. Submit two complete sets of plans prepared by a licensed Architect or Engineer to reflect all as-built conditions to the entire parcel address to comply with the currently adopted 2016 Building codes and Stockton Municipal codes to the Community Developments Department. This shall include, but not limited to the following listed violations. – 15.04.250, 260, 310 // UCADB 302.13

1825 Pacific Avenue – Royal Theatre

8. Ensure exit egress pathways are not blocked within the main theatre and clear of all obstacles. Egress pathways must be accessible as required for emergency exit. – UCADB 302.2 // CBC 1014.4
9. Repair or replace west side exit door which is difficult to open. – CBC 1008.1.8.7 // UCADB 302.2
10. Repair or replace west side emergency lights which are not functioning. – CFC 604.6
11. Repair or replace east side exit door which is difficult to open. – CBC 1008.1.8.7 // UCADB 302.2

1825-1831 Pacific Avenue
APN: 137-020-42
CASE #12-100159
May 15, 2017

12. Repair or replace east side emergency lights which are not functioning. – CFC 604.6
13. Determine the source of the water intrusion throughout the theatre which has caused the ceiling to be damaged and/or deteriorated. Once determined, repair appropriately. Replace the damaged, deteriorated and/or missing ceiling material throughout and properly seal. – CFC 703.1 // UCADB 302.13
14. Cease using extension cords as permanent sources of electrical installation throughout the theatre. – CFC 605.5
15. Separation walls between Main Theatre, dressing rooms, storage areas and north storage area are not constructed to meet minimum code standards. – UCADB 302.13 // CFC 703.1
16. The curtain on the north stage needs to either (a) be removed; (b) flame-retardant treated; or (c) to be field tested by Stockton Fire Department Inspector. – CFC 807.3
Title 19, Division 1, S.08.Decorative Materials // UCADB 302.13

1825 Pacific Avenue – Espresso Coffee and Seating/Patio area:

17. Clear hazards near the entrance/exit which are a blocking hazard for people exiting the theatre. – CFC 1028.3
18. Properly repair inoperable Exit signs or remove disconnected Exit signs which are no longer in service. – UCADB 302.13 // CFC 604.6.1
19. Properly secure all compressed gas cylinders in an approved manner. – CFC 5303.5.3
20. Cease using extension cords as permanent sources of electrical installation throughout the business and seating area, electric room, storage rooms, box office and office area. Extension cords have been installed through walls, ceilings, doorways, etc. and are damaged/deteriorated. – CFC 605.5 // UCADB 302.13
21. Extension cords are installed under mats behind the service counter of Espresso Coffee to supply island equipment. These cords are damaged/deteriorated and being walked on, further damaging them. – CFC 605.5
22. Remove the stage lighting at the Lobby Piano which are connected with extension cords. – CFC 605.5

1825-1831 Pacific Avenue
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23. Properly cap all exposed wiring in the storage area off the seating area, electric room off the seating area and box office area. – UCADB 302.13 // CFC 605.6
24. Remove all illegal wiring and cords from Lobby box office ticket windows and advertisement boards. – UCADB 302.13 // CFC 605.3
25. Repair or replace all electrical cords for equipment which are damaged or deteriorated in the storage area off the seating area. – UCADB 302.13
26. Fire extinguishers require annual service/recharge. Ensure all fire protection systems have been properly serviced. – CFC 906.2

1825 Pacific Avenue, Suite 2 – Centrale:

27. Properly secure all compressed gas cylinders in an approved manner. – CFC 3003.5.3 // CFC 5303.5.3
28. Repair or replace the exit sign at the rear of the kitchen which is not illuminated. – CFC 1013.3
29. Cease using extension cords as permanent sources of electrical installation throughout the business. – CFC 605.5
30. Replace all missing exterior receptacle covers in the patio area of Centrale. – CFC 605.6 // UCADB 302.13
31. Properly cap all exposed wiring in the exterior patio area of Centrale. – UCADB 302.13 // CFC 605.6

1825 Pacific Avenue, Suite 3 and 4 – Catalyst Realty:

32. Cease using extension cords as permanent sources of electrical installation throughout the first and second floor of Catalyst Realty. – CFC 605.5
33. Second story emergency exit is not accessible. Exit doors must swing in the direction of travel and there must be 2 exits per occupancy load. – CFC 1008.1.2 // CBC 1015.1 // CFC 1019.1

1825-1831 Pacific Avenue
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34. Repair or replace the exit sign which is not illuminated. – CFC 1013.3

1825 Pacific Avenue, Suite 5 – Gusty Wings:

35. Cease using extension cords as permanent sources of electrical installation throughout the restaurant. Remove all illegal extension cords from the ceilings, counter areas, kitchen and dining areas. – CFC 605.5 // UCADB 302.13

36. Fat fryer on west side of cookers needs to be repositioned under extinguishing system nozzle. – CFC 904.1 // NFPA 17A

1825 Pacific Avenue, Suite 6 – The Mile:

37. Ensure the front roll up door properly functions to include securing. When business door is unlocked, roll-up door must stay open on its own. Currently, the door is secured open by use of a screwdriver wedge. – UCADB 302.13

38. Cease using extension cords as permanent sources of electrical installation throughout The Mile. – CFC 605.5

39. Eliminate extension cord from upstairs office to outside exterior lighting. – CFC 605.5

40. Properly seal the opening to interior space behind the wall at the upper level of the stairway with approved fire-rated construction. – CFC 703.1 // UCADB 302.13

41. Properly repair the wall breach west of the bar with fire-rated construction. – CFC 703.1 // UCADB 302.13

42. Properly cap all exposed wiring throughout the bar area, second floor stairway and second floor security room. – UCADB 302.13 // CFC 605.6

1827 Pacific Avenue – Living Unit:

43. Provide documentation that apartment unit is an approved use. Previous approved use was for Royal Theatre Office. If no documentation provided, return to original configuration/use. – UCADB 302.9 // 15.04.250, 260, 310

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44. Repair or replace front exterior door and hardware which is damaged, deteriorated. Exterior doors must be egressable during an emergency without the use of tools, i.e. keys. Remove the dual-keyed lock and install an approved locking mechanism. – SMC 15.24.030 (b) 12 // H&S 17920.3.l // UCADB 302.13 // CBC 1008.1.8.7
45. Properly install windows which are egressable during an emergency. Remove the bars on the windows and ensure all windows open, close and properly operate. – SMC 15.24.030 (b) 12 // H&S 17920.3.l // UCADB 302.13 // CBC 1008.1.8.7
46. Properly repair or replace the interior hall lighting. – UHC 701.2 // SMC 15.24.030 (b) 4, 13 // H&S 17920.3.d, 17920.3.l
47. The room next to the kitchen/bathroom area which is being used as a bedroom does not meet minimum requirements to function as a bedroom. Habitable rooms shall have an area of not less than 70 square feet. – UHC 503.2 // UCADB 302.13
48. Properly repair the damaged and/or missing ceiling material throughout the living space. – SMC 15.24.030 (b) 3 // H&S 17920.3.c // CFC 703.1 // UCADB 302.13
49. Repair or replace the damaged wall material throughout the living space. – SMC 15.24.030 (b) 3 // H&S 17920.3.c // UCADB 302.13
50. Properly install bathroom lighting and bathroom ventilation system. Currently, the ventilation system is installed in the shower. – SMC 15.24.030 (b) 6 // H&S 17920.3.f
51. Properly install receptacle plug covers and light switch plate covers throughout the living unit. – UHC 701.2
52. Properly install handrails on loft stairway. – SMC 15.24.030 (b) 9 // H&S 17920.3.i
53. Properly install required carbon monoxide and smoke detectors in an approved manner. – 15.24.030 (b) 16 // CFC 1103.8 // CFC 915.1 // UCADB 302.13

1829 Pacific – Serendipity Salon:

54. The stairs to the second floor of the Salon do not meet minimum code requirements for size, width, handrails and other requirements. – UCADB 302.1
55. Cease using extension cords as permanent sources of electrical installation. – CFC 605.5

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56. Provide the required egress requirements including any required illuminated exit signage and egress lighting. – CFC 1013.3 // UCADB 302.13

1831 Pacific – Casa Flores:

57. Install all missing panel covers on sub-panels. – CFC 605.6
58. Provide the required egress requirements including illuminated exit signage and egress lighting. – CFC 1013.3
59. Repair or replace the exit sign which is not illuminated. – CFC 1013.3
60. Repair or replace the damaged sheetrock in the stairway behind the register. – SMC 15.24.030 (b) 9 // CFC 703.1
61. Clean the grease from the flue cooking vent and maintain in a neat and sanitary manner. – CFC 904.12.6
62. Properly install K-type extinguisher in the kitchen area. – CFC 904.12.5.2
63. Properly clean the accumulation of grease from the exhaust hood and cooking appliances in the kitchen area. – CFC 904.12.6
64. The plastic storage cover plate in the attic storage area on the second floor needs to be replaced with an approved fire rated cover. – CFC 703.1
65. Properly cap off all exposed wiring in the bathroom on the second level storage area, accessed by the stairway behind the register. – CFC 605.6
66. Cease using extension cords as permanent sources of electrical installation. – CFC 605.5

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ITEMS CONSIDERED DANGEROUS BUT NOT HAZARDOUS:

67. In an existing building where a change of use occurs and the new use is more restrictive than the previous use or the original intended use of the building changes, an automatic sprinkler system shall be installed. In existing buildings, other than residential, greater than 6,000 square feet in area, and the repair and/or alterations are performed in excess of 10% (ten percent), an automatic fire sprinkler system shall be installed within the building. – SMC 15.12.040

1825 Pacific Avenue – Royal Theatre:

68. Electrical panels/shutoffs require identification and labeling. – NEC 408.4 A

69. Repair or replace damaged, deteriorated seating steps and the covering material within the theatre. – UCADB 302.13

70. Ceiling scuttle door is missing inside the closet next to the east exit door. Repair or replace appropriately. – CFC 703.1

71. All electrical plug outlet cover plates must be intact throughout the theatre. – CFC 605.6

1825 Pacific Avenue – Espresso Coffee and Seating/Patio area:

72. Test switch is missing on emergency lighting to the north of the entrance/exit. Repair or replace to ensure correct operation. – CFC 604.6.1

73. The exit sign to the north of the entrance/exit door is not on for the same location. Repair or replace to ensure correct operation. – CFC 604.6.1

74. Provide appropriate clearance around sub-panels throughout. Remove all materials 3 feet from in front of the equipment to a width of the panel and grade level to 6 feet, 6 inches. – NEC 110.26.A // UCADB 302.13

75. Properly install covers on all open electrical boxes, panels to include dead front fillers, light fixtures, receptacle outlets and other electrical covers throughout. – CFC 605.6

76. Repair or replace all damaged and/or missing receptacle plug covers throughout Espresso Coffee and seating area. - CFC 605.6

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77. Repair or replace the ceiling material in the kitchen area which is damaged, deteriorated and/or missing. – CFC 703.1 // UCADB 302.13

1825 Pacific Ave, Suite 1 – Balance Physical Therapy:

78. Properly secure the railings on the interior stairway. – UCADB 302.2

1825 Pacific Ave, Suite 2 - Centrale:

79. Properly clean all grease and debris from kitchen hoods and cooking appliances. – CFC 904.12.6

1825 Pacific Ave, Suite 3 and 4 – Catalyst Realty:

80. Repair or replace the ceiling tile in the second floor electrical room which is damaged, deteriorated and/or missing. – CFC 703.1 // UCADB 302.13

81. Repair or replace the damaged ceiling and walls in the storage room. – CFC 703.1 // UCADB 302.13

1825 Pacific Ave, Suite 5 – Gusty Wings:

82. Fat fryers need side splash guards. – CFC 904.1 // NFPA 17A

83. Properly clean grease from hood areas and walls. – CFC 904.11.6.3

84. Remove all items being stored around water heater and allow access to unit. – CFC 315.3.3

1825 Pacific Ave, Suite 6 – The Mile:

85. Provide appropriate clearance around sub-panels throughout, to include kitchen and bar area. Remove all materials 3 feet from in front of the equipment to a width of the panel and grade level to 6 feet, 6 inches. – NEC 110.26.A // UCADB 302.13

86. Fire extinguishers need to be within 75 feet of area to be protected. – CFC Table 906.3.1

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1829 Pacific Ave – Serendipity Salon:

87. Provide appropriate clearance around sub-panel. Remove all materials 3 feet from in front of the equipment to a width of the panel and grade level to 6 feet, 6 inches. – UCADB 302.13 // NEC 110.26.A
88. Replace the missing or damaged electrical plug covers throughout the Salon. – CFC 605.6
89. Fire extinguishers require annual service/recharge. – CFC 906.2

1831 Pacific Ave – Casa Flores:

90. Provide appropriate clearance around sub-panel. Remove all materials 3 feet from in front of the equipment to a width of the panel and grade level to 6 feet, 6 inches. – NEC 110.26.A // UCADB 302.13
91. Properly install all electrical within the foot print of the kitchen exhaust hood at the cooking area. The current installation of the electrical panel below the exhaust hood is not an approved installation. – NEC 110.26.A // UCADB 302.13
92. Repair or replace the damaged ceiling, floors and walls throughout the restaurant, kitchen, storage area, bathrooms and stairway. – CFC 703.1
93. Remove the accumulation of garbage, junk, debris, combustible materials, stored materials and other such items which have created a tripping hazard in the second floor storage area, electrical rooms, mechanical rooms, stairs, etc. Allow for proper egress to and from these areas throughout the restaurant. – CFC 315
94. Properly install hand rails on the stairway behind the register. – UCADB 302.2
95. Repair or replace the damages stair covering (tile) on the stairway behind the register. – UCADB 302.2
96. Replace the missing or damaged electrical plug covers throughout the restaurant. – CFC 605.6

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May 15, 2017

ITEMS TO BE ON A NOTICE OF VIOLATION (NOT HAZARDOUS/DANGEROUS):

1. A sidewalk café, fence or any object over, on or under any public right-of-way requires a revocable permit. Obtain a revocable permit for the café seating area outside the Royal Theatre/Empresso Café. Contact Community Development Department, Planning Division, to apply for the permit. If approved, properly conform to the permit requirements. If denied, remove the sidewalk café and return to original, approved configuration. – 16.72.127

1825 Pacific Avenue – Royal Theatre:

2. It is unlawful to commence or carry on any profession, trade, calling, occupation or business without first having procured a license from the city of Stockton. Obtain a business license. Contact Finance Department, 209-937-8313, for further direction. – SMC 5.04.040 B
3. An operational permit is required to operate a place of assembly. - CFC 105.6.36

1825 Pacific Ave, Suite 1 – Balance Physical Therapy:

4. Determine the source of the active water intrusion within Balance Physical Therapy at the stairway and properly repair. Once repaired, replace the damaged ceiling material in an approved manner. – UCADB 302.13

1825 Pacific Ave, Suite 2 – Centrale:

5. Properly date the fire alarm control panel batteries. – National Fire Code 72, table 14.3.1

1825 Pacific Ave, Suite 3 and 4 – Catalyst Realty:

6. Determine the source of the active water intrusion within the break room on the second floor and properly repair. Once repaired, replace the damaged ceiling material in an approved manner. – UCADB 302.13

1825 Pacific Ave, Suite 5 – Gusty Wings:

7. Repair, replace or remove the exit sign which is not illuminated. – CFC 1013.3

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1825 Pacific Ave, Suite 6 – The Mile:

8. Properly install plumbing at the bar sink. Flex pipe is not an approved material. – UPC 706
9. All kitchen appliances shall be permitted, inspected and meet minimum code requirements. – UCADB 302.13

1831 Pacific Ave – Casa Flores:

10. Determine the source of the water intrusion in the kitchen area ceiling and repair appropriately. Once repaired, replace the damaged ceiling material. – UCADB 302.13
11. Remove the old and unmaintained extinguishing system stored in the attic room. – CFC 901.6
12. Properly repair or replace all leaking, broken and/or inoperable plumbing fixtures throughout the restaurant. – UPC 706
13. Repair or replace the inoperable bathroom ventilation on the half-bath behind the register, midway up the stairway. – UCADB 302.13
14. Repair or replace the leaking toilet in the half-bath behind the register, midway up the stairway. – UCADB 302.13
15. Repair or replace the inoperable bathroom ventilation system in the bathroom on the second level storage area, accessed by the stairway behind the register. – UCADB 302.13



COMMUNITY DEVELOPMENT DEPARTMENT
 PERMIT CENTER SERVICES
 345 NORTH EL DORADO STREET
 STOCKTON, CA 95202 FAX (209) 937-8893

Please be aware that the following general comments may apply to your project:

- All plan review time beyond the 3rd cycle of review will be charged \$229 per hour.
- An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing (submittal date) per CBC Section 105.3.2. The abandoned permit will be expired and new fees must be paid. The applicant may request a 90-day extension by submitting a letter to the Chief Building Official, demonstrating justifiable cause, prior to the expiration date.

All resubmittals require a written summary of changes in response to all comments. The written summary should reference all revised sheets, calculation pages, and details.

- Please return a copy of this list, along with a detailed list of your responses.
- Please return any Red-Lined plan sheets, if provided, with your written responses.
- All changes made other than required by this review shall be indicated in a separate written response as to which plan sheet changes appear and or which specifications have changed.
- Resubmit (3) THREE sets of complete plans and any supporting documentation addressing the items listed below. Cloud drawings to indicate where corrections and or changes have been made.

Please revise all submittal documents to comply with the following comments.
 The plan check cannot be completed without the information requested.

Permit #17-05937		Review #2		Project: Empire Shell Improvement Address: 1825 Pacific Ave Suite 1-6		Date: 10-11-17	
Fire Prevention		Allen Sigl		(209) 937-8271		allen.sigl@stocktonca.gov	
Item #	Comments						Detail / Sheet
	ARCHITECTURAL COMMENTS						
1.	Panic or fire exit hardware is required on doors 2-1, 2-1, 2-4, 5-1, 5-2, 5-3, 6-1, 6-2, & 6-3 in accordance with CBC § 1010.1.10. Please revise the plans and door schedule accordingly.						A5.1
2.	Provide exterior stairway to meet minimum separation requirement. Separation shall be separated by a minimum of 1/3 diagonal of space.						
3.	Provide number of occupants exiting through exterior exit doors does not match total occupants in exit analysis on plans. Provide correction						A2.1 a/b
4.	Provide all sheets to signed and stamped by Engineer.						



Stockton Fire Department • Fire Prevention Division
345 N. El Dorado Street, Stockton, CA 95202
(209) 937-8271 • Fax (209) 937-8893



Final Approval Requirements

Fire Permit Number: na
Building Permit Number: 17-05937
Tenant: Empire Real Estate (Shell Building)
Job Address: 1825 Pacific Ave, Suites 1 through 6
Reviewed By: CSG-AS
Date: October 25, 2017
Proposed Work: Shell Improvement Project

COMMENTS - This plan check is not to be construed as an approval for any code items not noted, or commented on. It is the contractor's responsibility to conform to the provisions of all relevant laws, codes, ordinances, rules and regulations. Work shall not commence without approved plans unless specifically allowed by the Fire Marshal. All inspections require the "APPROVED" job copy and job card to be available on the job site.

California Fire Code Title 24, Part 9: Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof, which are not specifically provided for by this code shall be determined by the fire code official.

BUILDING PERMIT FIELD INSPECTIONS - BUILDING DIVISION INSPECTION REQUEST PROCEDURES – Call the automated inspection hotline at (209) 937-8560. The phone number is also on your jobsite inspection envelope that was issued with the building permit. To obtain building permit final approval, a Fire Protection System Inspection is required from the Stockton Fire Prevention Division. The Fire Protection System Inspection code is 785. **INSPECTIONS MUST BE CALLED IN BY 4:00 pm TO THE AUTOMATED SYSTEM BEFORE THE DAY YOU WOULD LIKE THE INSPECTION DONE.**

AUTOMATIC FIRE SPRINKLER / FIRE ALARM SYSTEM FIELD INSPECTIONS – Contact the Stockton Fire Prevention Division at (209) 937-8271. Inspections – Unless unusual circumstances arise, the developer shall provide at least twenty-four hour notice to the Fire Prevention Division to arrange an inspection. Inspection requests may be made by calling the telephone number listed above and scheduling either an A.M. inspection (9:00 a.m. to 11:00 a.m.) or a P.M. inspection (1:30 p.m. to 4:00 p.m.).

Additional Fire Inspection Fee(s) – Additional fee(s) will be imposed for any additional fire inspections that are requested.

Additional Fire Department Notes:

- 1. Automatic Fire Extinguishing System Required** - Commercial cooking equipment and ventilation hood and duct systems shall have fire protection systems installed per NFPA 96 Standards and other applicable NFPA Standards relative to the fire extinguishing system type. Installation shall also be in conformance with UL 300 requirements.
- 2. Building Notification** – In conjunction with the automatic fire extinguishing system, the building/tenant space shall have an audible and visual horn/strobe device installed in a central location as approved by the Fire Department. The audible/visual alarm device shall be interconnected to the cooking equipments' fire extinguishing system and shall alert the occupants within the building/tenant space upon any activation of the

fire extinguishing system. System design and installation shall meet the California Fire Code (Chapter 9, Section 904) and NFPA 72 Standards (in addition to meeting ADA installation requirements).

3. **Smoke Detectors** – Duct smoke detectors that are installed within the HVAC system (AHU's and Smoke Dampers) shall meet the California Mechanical Code for installation and the California Fire Code (Chapter 9, Section 907). Such detectors shall be interconnected to the buildings' main fire alarm control panel and zoned separately (if the building has a fire alarm panel).
4. **Portable Fire Extinguishers Required** – 2A:10BC type fire extinguishers required throughout the building for every 75' of travel or every 3,000 square feet of space including assembly and service areas. The kitchen area where the cooking equipment is located shall have a minimum 40:BC type fire extinguisher or a Class K type fire extinguisher installed within 30' of the cooking equipment.
5. **Building Address** – The building shall have an exterior address installed on the front of the building having a minimum 12-inch number height on a contrasting background. The address numbers shall be clearly visible from the street. A minimum 6-inch number height is allowed on doors to tenant suites.
6. **A-2 Occupancy Requirements** – The plans have been approved for an A-2 occupancy (50 occupants or more). The following requirements shall be applicable:
 - a. Exit doors leading to the exterior shall have panic hardware installed.
 - b. Exit illumination signs shall be installed as per the California Building Code. Floor level exit signage shall be installed in applications that warrant the requirement as noted in CBC / CFC Chapter 10, Section 1011.7.
 - c. Aisle widths shall be in compliance with the California Building and Fire Codes for fixed seating and non-fixed seating.
 - d. Decorative materials shall be flame treated and a "Certificate of Flame Treatment" shall be presented to the Fire Department prior to certificate of occupancy.
 - e. Occupant load signs shall be installed in all assembly areas with fixed and non-fixed seating, reflecting the seating capacity for each assembly area. In addition, a total capacity shall be posted at the front door of the business stating the maximum seated and standing occupant loads. The maximum occupant load for this business will be Suite 2 171, Suite 5 105, Suite 5 127.
 - f. An exit plan shall be posted in approved areas within the building/tenant space. Locations to be approved by the Fire Department.
 - g. The business will be required to have an annual permit for Place of Assembly. Permit shall be obtained prior to certificate of occupancy.

Additional Permits Required For:

- Installation of Fire Protection System for Hood and Duct Exhaust System (Commercial Cooking Equipment)
- Installation of a Manual Fire Alarm System and/or Alarm Notification as Part of the Hood and Duct Fire Protection System
- Annual Permit for Place of Assembly
- Fire Sprinkler Installation/Tenant Improvement

Final Fire Department Inspection Required – to verify that requirements for fire protection facilities have been met, and actual construction of all fire protection equipment has been completed in accordance with the approved plan.

Should you have any questions contact the Stockton Fire Prevention Division at (209) 937-8271.



Stockton Fire Department • Fire Prevention Division
345 N. El Dorado Street, Stockton, CA 95202
(209) 937-8271 • Fax (209) 937-8893



Final Approval Requirements

Building Permit Number: 17-05942
Tenant: Balance Physical Therapy & Pilates (Suite 1)
Job Address: 1825 Pacific Ave (Suite 1)
Reviewed By: CSG-AS
Date: September 13, 2017
Proposed Work: Tenant Improvement

COMMENTS - This plan check is not to be construed as an approval for any code items not noted, or commented on. It is the contractor's responsibility to conform to the provisions of all relevant laws, codes, ordinances, rules and regulations. Work shall not commence without approved plans unless specifically allowed by the Fire Marshal. All inspections require the "APPROVED" job copy and job card to be available on the job site.

California Fire Code Title 24, Part 9: Matters not provided for. Requirements that are essential for the public safety of an existing or proposed activity, building or structure, or for the safety of the occupants thereof, which are not specifically provided for by this code shall be determined by the fire code official.

BUILDING PERMIT FIELD INSPECTIONS - BUILDING DIVISION INSPECTION REQUEST PROCEDURES – Call the automated inspection hotline at (209) 937-8560. The phone number is also on your jobsite inspection envelope that was issued with the building permit. To obtain building permit final approval, a Fire Protection System Inspection is required from the Stockton Fire Prevention Division. The Fire Protection System Inspection code is 785. **INSPECTIONS MUST BE CALLED IN BY 4:00 pm TO THE AUTOMATED SYSTEM BEFORE THE DAY YOU WOULD LIKE THE INSPECTION DONE.**

AUTOMATIC FIRE SPRINKLER / FIRE ALARM SYSTEM FIELD INSPECTIONS – Contact the Stockton Fire Prevention Division at (209) 937-8271. Inspections – Unless unusual circumstances arise, the developer shall provide at least twenty-four hour notice to the Fire Prevention Division to arrange an inspection. Inspection requests may be made by calling the telephone number listed above and scheduling either an A.M. inspection (9:00 a.m. to 11:00 a.m.) or a P.M. inspection (1:30 p.m. to 4:00 p.m.).

Additional Fire Inspection Fee(s) – Additional fee(s) will be imposed for any additional fire inspections that are requested.

Additional Fire Department Notes:

1. **Plan Approval** – These plans have been approved for the interior tenant improvements within an existing building with an automatic fire sprinkler system.
2. **Fire Sprinkler System Alterations Required** – Expand existing overhead fire sprinkler system into the tenant improvement areas within the building.
3. **Fire Alarm System Alterations** – If the building has an existing fire alarm system, means to expand interior notification within the tenant improvement areas within the building will be required.

4. **Portable Fire Extinguishers Required** – Install portable fire extinguishers having a minimum size of 5 lbs. and a minimum rating of 2A:10BC in centrally located and accessible locations (as approved by the Fire Department) within the tenant space.
5. **Building Address** – A minimum 12-inch address shall be installed on the exterior of the building. If there are individual tenant spaces / suites, 6-inch address numbers shall be installed on the entrance door to the business. Address numbers shall be installed on a contrasting background so as to be visible from the street.

Additional Permits Required For:

- Fire Sprinkler System Alterations
- Fire Alarm System Alterations

Final Fire Department Inspection Required – to verify that requirements for fire protection facilities have been met, and actual construction of all fire protection equipment has been completed in accordance with the approved plan.

Should you have any questions contact the Stockton Fire Prevention Division at (209) 937-8271.

PACIFIC AVE 1825-1831

BALANCE PHYSICAL THERAPY - PILATES 1825 PACIFIC AVE SUITE 1

COS-PLAN CHECK: BUILDING (CSG)

09/14/2017-BULIDING PLANS SUBMITTED FOR TENANT IMPROVMENT FOR SUITE 1 PLANS GIVEN TO ALLEN FOR REVIEW.gh

09/14/2017-FINAL PLAN CHECK APPROVAL BY ALLEN/CSG SEE ATTACHMENT IN PROJECT CORRESPONDENCE FILE.gh

09/14/2017- TALKED TO CHRISTOPHER IS PICKING UP PLAN TODAY.gh

EMPIRE REAL ESTATE (COMMENT) (PC) 1825 PACIFIC AVE SUITE 1-6

5/4/15

Notice of replacement of FC43669222 by Bay Alarm.

PC

07-21-15: Attended meeting with city attorneys office, code enforcement division, building inspection division to go over the Emplre Theater review for compliance. To date, there has been no response to Mr. Kit Bennitt from the city to allow the city staff to proceed with building permit review and/or inspections. Now a code enforcement case. Proposal from Mr. Bennitt is to have a third party review the building for items that need correction and have a third party plan check conducted. Advised city attorney (Brian) that fire will still require its own review and inspections. City staff to let attorney handle case from here. PS

09-04-16: City staff and city attorneys met to discuss the Empire Theater project. Purpose of discussion was to inform the CDD director (David Kwong) of the progress made with building owner Kit Bennett. At this time, the plans that were submitted several months ago by Apex Architecture (Steven Torres) have yet to be third party reviewed. City staff has advised that the third party review was to be performed by 4-Leaf, a consulting firm that is on the vendor list. Fire Prevention staff again forewarned that we will review our portion of the plans and not have a third party review conducted. Status of the businesses still remains opened. Captain Chase who also attended the meeting has requested to the city attorneys that he will be inspecting the building next week for fire safety reasons and will not issue any operational fire permits until the matters are resolved between Mr. Bennett and the city. PS

12/6/16

contractors in the former tenant space of Centrale Restaurant. Purpose of the meeting was to determine if the notice has been legally violated and what the city stance is. City attorney Angel Solis was in the meeting to represent city staff. Noted the following and copied Chief Edwards with meeting summary. See copy of email below. PS

From: Phil Simon

Sent: Monday, August 07, 2017 5:31 PM

To: Richard Edwards <Richard.Edwards@stocktonca.gov>

Cc: Angel Solis <Angel.Solis@stocktonca.gov>

Subject: RE: 1825 Pacific Avenue/Christopher Bennitt

Chief Edwards,

Summary of today's meeting:

- a. Asked the City Attorney for the permission to request city building and fire department staff entry into the building.
- b. Unknown as to the extent of remodel work or any cosmetic work done in the building. Based on the pictures, some of the work being performed would require building permits.
- c. Concerns that some of the work may have needed fire sprinkler system shutdown. Advised that Fire needs assurance that the fire sprinkler system is not being placed out of service for any construction and if it is, are the contractors who are doing the work placing the system back in service.
- d. Need to confirm if the building is still being monitored for fire sprinklers or has monitoring been discontinued by the owner / central station company.
- e. Discussion of how to secure the site and only allow monitored access for anyone entering the building.
- f. Need to have fire companies go through the building for familiarization due to illegal construction and other factors in case they need to enter the building for a fire or rescue of some type.

Angel wanted a copy on this so he can forward to his staff for preparation of legal action.

Advised the architect that with each tenant improvement, the fire alarm notification shall extend into those tenant spaces. Also advised that any tenant improvement which requires fire sprinkler system alterations would need to be addressed. Fire sprinkler and fire alarm system alterations are deferred submittals to the Fire Prevention Division. Suggested that we have a pre-submittal meeting with the architect one more time before formal submittal. PS

COS-PLAN CHECK: BUILDING

09/13/2017- PLANS SUBMITTED FOR SHELL IMPROVEMENT PLAN FOR SUITE 1-6 IN EXISTING STRUCTURE TO ADDRESS LIFE SAFETY CONCERNS ASSOCIATED WITH BUILDING VIOLATION NOTICE ISSUED TO OWNER.gh

09/13/2017- PLANS GIVEN TO ALLEN/CSG FOR REVIEW.gh

09/13/2017- CORRECTION PUNCHLIST PROVIDED BY ALLEN/CSG. if see attachment in project correspondence file.gh

09/13/2017-BUILDING PLANS RETURNED TO JOHN/BLDG DEPT.gh

10/10/2017-REVISED PLANS RESUBMITTED AND GIVEN TO ALLEN CSG FOR REVIEW. gh

10/25/17 - FINAL PLAN CHECK APPROVAL BY ALLEN/CSG. if SEE ATTACHMENT IN PROJECT CORRESPONDENCE FILE. jf

10/25/17-BUILDING PLANS RETURNED TO JOHN/BLDG DEPT.jf

GUSTY'S HOUSE OF WINGS SUITE 5

ANNUAL INSPECTION

05/05/2016 No violations

PC

CASA FLORES RESTAURANT OWNER: FLORES ELSA

VOLATION CODE: Extinguishers and Fire Protection Systems

REPORT

12/18/2014 Hood & Duct system needed to be cleaned.

RECHECK

01/06/2015 Hood & Duct system needed to be cleaned.



**STOCKTON FIRE DEPARTMENT
FIRE PREVENTION DIVISION**
346 N. EL DORADO STREET
209-937-8271

CITY OF STOCKTON

PERMIT # BP17-05947
 PLAN TYPE: Block
 Date Plans Submitted: _____
 Plan Check - Expedite Request
 Fire Alarm Entry
 Plans Given to FRS

PERMIT # BP17-05947 INSPECTION TICKET

ADDRESS: 1825 McMillan Ave, Suite 116 & 117

PROJECT NAME: Empire

CONTRACTOR / INSTALLER: Blaseco / Steven Smith Serv

OFFICE PHONE: _____

CELL PHONE: 209 327 3184

INSPECTION DATE: 5-16-2019

INSPECTION TYPE: sprinkler survey

RESULTS: AP-APPROVED AE-APPROVED WITH EXCEPTION
 CA-CANCELLED DA-DISAPPROVED

Shawn Gattler *Wince Vanheers*

RESULTS:

COMMENTS / CORRECTIONS

provide plans for sprinkler system that will cover the floor space shell as well as 1-6 in finished space basement & all occupied spaces. all areas exterior required to have 5ft in clear overhang per NFPA 13, California Fire code. ~~submit~~ Stockton Municipal code. No FCO or CO will be issue until sprinkler work is complete. Fire alarm system w/ water flow monitoring shall be in place.

INSPECTOR: *[Signature]*

DATE: 5-16-19

Original - FRD Copy - Customer



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May 08, 2020

STOCKTON FIRE DEPT
400 E MAIN ST
STOCKTON, CA 95203

RE: EMPIRE
1825 PACIFIC AVE
STOCKTON, CA 95204

Account #: 1551142

To whom it may concern,

According to our records, the above system user signed a contract with us regarding inspection of their fire alarm system.

Section 901.6 of the California Fire Code, 2007 edition requires that all fire detection and alarm systems be inspected, tested and maintained in accordance with NFPA 72, National Fire Alarm Code, 2007 edition at least annually, and semi-annually for fire sprinkler monitoring systems.

For systems out of service, Section 901.7 of the California Fire Code, 2007 edition, requires that we notify the fire department servicing that system of the out of service status.

This is to inform you that we have attempted to test the system but were unable to do so for the following reason(s):

- No electrical power in the building
- No telephone line connected
- Other: SYSTEM IS NOT COMMUNICATING

Sincerely,

Fire Administration Department

RECEIVED

MAY 19 2020

CITY OF STOCKTON
FIRE PREVENTION DIV.

GARRINGTON ST BLDG-1

BY 10-08308
BIDS - SOLAR
11-06-18
9-17



STOCKTON FIRE DEPARTMENT
FIRE PREVENTION DIVISION
344N. HIL DONADO STREET
209.937.8271

PERMIT # 19-164 INSPECTION TICKET

ADDRESS: 18255 Pacific Ave
PROJECT NAME: Solar Panel Install
CONTRACTOR/INSTALLER: Chris Castro Sacramento
OFFICE PHONE: CELLPHONE: 916 130605
INSPECTION DATE: FEB 23 19 @ 9:00AM
INSPECTION TYPE: Visual OH

RESULTS: AP-APPROVED AB-APPROVED WITH EXCEPTION
CA-CANCELLED DA-DISAPPROVED

RESULTS: AE 5 year cord current

COMMENTS / CORRECTIONS

Visual Rough Inspection etc 1 400W lights
heads upright/pendant type item No
leads hanger, 65 PSI static ceiling
OH
Corrections: Add head in closet
Ste 5 (9) roughs heads upright
pendant's No leads ready type item
Corrections: Add head next to type 1
hood 2. Hood suppression ANSUL needs
to be serviced/current connect to
Fire Alarm system.

INSPECTOR: [Signature]

DATE: 5-3-19

Original - FRD

Copy - Customer

01/28/16 FRD Inspection Ticket

Locate the 01 FR in the rise coverage

19-164
14 head
04116
04116
1122

Allison Aube

From: Stephanie Ocasio
Sent: Tuesday, May 18, 2021 3:05 PM
To: Michael McDowell
Subject: FW: Empire Theater Facade
Attachments: Demo Notice_5-14-2021.pdf

FYI



Stephanie Ocasio

ASSISTANT DIRECTOR OF COMMUNITY
DEVELOPMENT

Community Development Department
345 N. El Dorado Street, Stockton CA 95202
Office: 209.937.8561 Direct: 209.937.8544

For City of Stockton Updates on COVID-19 please visit:

Twitter [@stocktonUpdates](https://twitter.com/stocktonUpdates)

Facebook [@CityofStockton](https://www.facebook.com/CityofStockton)

City Website <http://www.stocktonca.gov>

From: John Schweigerdt <John.Schweigerdt@stocktonca.gov>

Sent: Monday, May 17, 2021 8:07 PM

To: Stephanie Ocasio <Stephanie.Ocasio@stocktonca.gov>; John Freitas <John.Freitas@stocktonca.gov>; Richard Edwards <Richard.Edwards@stocktonca.gov>

Cc: William Crew <William.Crew@stocktonca.gov>

Subject: Re: Empire Theater Facade

Good Evening,

The actions taken on Friday consisted of a partial demolition of the dangerous portions of the building as a result of the devastating fire. That partial summary demolition was necessary to ensure the building was stable while the property owner evaluates his next course of action. The dangerous portions of the building were demolished, all building openings were secured, and the site was fenced. The demolition actions taken on Friday were completed with signed consent from the property owner.

The majority of the West wall was in danger of collapse and was subsequently demolished. The collapsed portions of roof were also demolished. Portions at the Northeast corner of the building were left as-is to allow for the fire investigation as this is likely the area of ignition. The facade, theatre entry lobby, and first floor portion of the building (the former Casa Flores restaurant) were not demolished.

The Property Owner was issued a Notice and Order of intent to abate by demolition on Friday afternoon, see attached. The actions taken by the City on Friday were to ensure public safety, this notice informs the property owner that they must complete the demolition. If the property owner chooses, they can consult with an engineer and develop a plan to save the building which will require an assessment of the portions to remain, including any shoring that needs to occur prior to any rebuilding efforts. The property owner may also choose to move forward with the complete demolition of the structure. I confirmed with Nicole Moore on Friday that this building is actually not listed as a historic resource, thus the owner may choose to demolish the facade if they wish.

Let me know if you need anything else on this.



John Schweigerdt, CBO, CASp
DEPUTY DIRECTOR - BUILDING & LIFE SAFETY
Community Development Department
345 N. El Dorado St., Stockton CA 95202
Office: 209.937.8561 Direct: 209.937.8565



From: Stephanie Ocasio <Stephanie.Ocasio@stocktonca.gov>
Sent: Monday, May 17, 2021 7:34 PM
To: John Freitas <John.Freitas@stocktonca.gov>
Cc: William Crew <William.Crew@stocktonca.gov>; John Schweigerdt <John.Schweigerdt@stocktonca.gov>
Subject: Fwd: Empire Theater Facade

Hello Johnnie,
Can you please assist me with the Chief's request? Any information you could provide is appreciated.

Thank You,
Stephanie Ocasio
Assistant Director of Community Development
City of Stockton

[Sent from my mobile]

From: Richard Edwards <Richard.Edwards@stocktonca.gov>
Sent: Monday, May 17, 2021 7:24 PM
To: Stephanie Ocasio; John Schweigerdt
Cc: William Crew
Subject: Fwd: Empire Theater Facade

Good evening,
I'm helping to coordinate a response to the CMO regarding the attached email referencing the Empire Theater Facade. Can you provide a demolition status following Friday's fire? I don't believe the main lobby area was compromised during the fire, but I am unaware of how it is connected to the rest of the building and the facade. Any information would be greatly appreciated.

Thanks,
Rick

Richard J. Edwards
Fire Chief
Stockton Fire Department
400 E. Main Street, 4th Floor
Stockton, CA 95202
209-937-8469 Office
530-318-8174 Cell

From: Harry Black <Harry.Black@stocktonca.gov>

Sent: Monday, May 17, 2021 5:46:46 PM

To: William Crew <William.Crew@stocktonca.gov>; Eric Jones <Eric.Jones@stocktonca.gov>; Richard Edwards <Richard.Edwards@stocktonca.gov>

Subject: FW: Empire Theater Facade

I would like to provide Council with an update on this tomorrow. Can someone get something to me that does that. I would like to get it out before noon tomorrow.

Thanks!

Harry Black

City Manager

City of Stockton

425 N. El Dorado Street, Stockton, CA 95202

(209) 937-8294

harry.black@stocktonca.gov



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From: Kevin Lincoln <Kevin.Lincoln@stocktonca.gov>

Sent: Monday, May 17, 2021 5:39 PM

To: Harry Black <Harry.Black@stocktonca.gov>

Subject: Empire Theater Facade

CM Black,

Is there any additional information regarding the demolition of the Empire Theater? Several constituents are inquiring online about the demolition and preservation of the facade of the empire theatre.

Mayor Lincoln



CITY OF STOCKTON

COMMUNITY DEVELOPMENT DEPARTMENT – BUILDING DIVISION
CITY HALL • 345 N. EL Dorado St • Stockton, CA 95202
www.stocktonca.gov
(209) 937-8266

NOTICE AND ORDER OF INTENT TO ABATE BY DEMOLITION

May 14, 2021

Christopher J Bennitt
4643 Quail Lakes Dr #123
Stockton, CA 95207

RE: 1825 PACIFIC AV 137-020-42 CASE 12-100159 SB

The City of Stockton, Neighborhood Services Section, hereby declares its intentions to begin legal proceedings on the abatement by demolition of certain structure(s) located on real property listed above and owned by **Christopher J Bennitt**.

In accordance with: 1) Title 1, Chapter 1.36; Title 15, Chapter 15.04, Article II; and Chapter 15.28, Article 1, of the Stockton Municipal Code; 2) Chapters 3 and 4 of the Uniform Code for the Abatement of Dangerous Buildings; and 3) Section 17980 -17990 et seq., of the Health and Safety Code, which provides for the abatement by demolition or removal of unsafe or dangerous buildings located within the City of Stockton, the following is to be considered due notice and the proceeding orders are hereby being directed.

Pursuant to our last inspection on May 14, 2021, it is the determination of the Building Official that the following conditions (**see List of Violations on page 3**) caused the building to be dangerous/substandard under the provisions of Section 302 of the Uniform Code for the Abatement of Dangerous Buildings, Section 17920.3 et seq., of the Health and Safety Code; and Section 15.24.030 et seq., of the Stockton Municipal Code.

Be advised that the Neighborhood Services Section shall begin abatement action to demolish the identified structures; fill-in and level the lot; abate any overgrown landscaping; and remove any garbage, junk, and debris from the property.

Your maintenance of substandard housing may subject you to the loss of deductions for interest, taxes, depreciation, and amortization pursuant to the Revenue and Taxation Code of the State of California, sections 17274 and 24436.5.

NOTICE & ORDER OF INTENT TO ABATE BY DEMO (CONTINUED)
Christopher J Bennett
Case 12-100159-SB
Page 2

Re: 1825 PACIFIC AV (137-020-42) CASE 12-100159-SB

Failure to comply with requirements for **each** of the attached list of violations by the date(s) given will cause the City of Stockton to proceed with the demolition of the structure at your expense, including administrative fees of \$1,392.00 plus filing fees. In addition, failure to abate will result in re-inspection fee(s) for each inspection until compliance is obtained, and non-compliance may result in further action being taken against you, including, but not limited to, an Administrative Citation being issued and/or Civil Penalties of up to \$1,000 per day being assessed. Abatement of the violation(s) after the deadline does not relieve you of these liabilities.

Any person having record title or legal interest in this property has the right to appeal the City's action by **submitting the hearing fee of \$96.00 with an appeal request form to this office within thirty (30) days of the postmarked date of this letter, pursuant to Stockton Municipal Code (S.M.C.) section 1.44.070.** Failure to file such an appeal shall constitute a waiver of all rights to an Administrative Hearing and adjudication of the Notice and Order or to any portion thereof.

Please note: If you fail to take any action to demolish the building by obtaining the Demolition Permit by June 15th, 2021, the City will proceed with the demolition and you will be liable for all costs incurred from that point forward.

If you have any questions regarding this matter, please contact **Spencer Butler** at **(209) 937-5492.**



JOHN SCHWEIGERDT
~~DEPUTY~~ BUILDING OFFICIAL / COMMUNITY DEVELOPMENT DEPARTMENT

JS: gr

NOTICE & ORDER OF INTENT TO ABATE BY DEMO (CONTINUED)
CHRISTOPHER J BENNITT
CASE 12-100159
PAGE 3

Re: 1825 PACIFIC AV (137-020-42) CASE 12-100159-SB

LIST OF VIOLATIONS

1. The above listed property has suffered significant fire damage, is in extreme disrepair and is a blight and public nuisance to the community. The structure which has been severely damaged by fire and is in a state that it has become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals, or immoral persons; or as to (iii) enable persons to resort theretofore the purpose of committing unlawful or immoral acts. All electrical and gas lines have been disconnected at this time. Due to the structural strength and/or stability being less than it was before the fire and is less than minimum requirements of the Building Code, you must obtain a permit from Building Division located at 345 North El Dorado St. Stockton California for the completion of the demolition of structure located at 1825 Pacific Avenue Stockton Ca. Obtain all applicable permits and final inspection no later than by June 15th.

SMC 15.04.250

SMC 15.04.310

UCADB 302.4

UCADB 302.8

UCADB 302.17