



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031

Planning & Building Department
Bureau of Building
Inspections, Permits and Code Enforcement Services
www.oaklandnet.com

(510) 238-6402
FAX:(510) 238-2959
TDD:(510) 238-3254

COMPLIANCE PLAN

Property Address: 955 57th Street, Oakland, CA 94608 (Suprema Meats) Complaint# 1303769 & 1305560

Abatement Action: OHC-Substandard [] OMC-Injurious [] OPC-Nuisance [x] OBC-HAZARDOUS []

Parcel# 015-1298-009-00 Station CZ-INSP District Inspector: Chris Candell

955 57th LLC (Miguel Jara, Manager) Property Owner
Suprema Meats Inc (Miguel Jara, President) Business Owner
955 B 57th Street Address
Oakland, CA 94608-2843 City/State/Zip
(510) 654-9282 Telephone

PERMIT ISSUANCE

OAKLAND MUNICIPAL CODE SECTION 15.08.370 PROVIDES FOR EXPEDITIOUS COMPLETION OF CORRECTIVE WORK ASSOCIATED WITH PRIOR ABATEMENT ACTIONS BY THE CITY. THE REHABILITATION SCHEDULE ATTACHED HERETO IS SUPPLEMENTAL AND IN ADDITION TO ANY OTHER CONDITIONS, RESTRICTIONS, OR REQUIREMENTS FOR PERMIT ISSUANCE. OWNERS AND BUYER ACKNOWLEDGE THAT FAILURE TO ADHERE FULLY AND IN ALL MANNERS TO ALL PERMIT ENCUMBRANCES MAY RESULT IN IMMEDIATE REVOCATION OF PERMITS, FORFEITURE OF ALL FEES, AND CONTINUATION OF ABATEMENT ACTIONS.

COMPLIANCE PLAN TYPE (Check One): Not Substandard [x] \$396.00* OR Substandard [] \$1,485.00*

Fee Applied: Yes [] No [x] 3-R Report \$198.00* Fee Applied: Yes [] No [x] Substandard Termination \$297.00*
3-R Report#

Permit# B1303653, B1304577, B1304583, and TBD (i.e. DR, V, CUP) Permit Expired (No Extensions)
Permit Released For Issuance: [] Yes [x] No Date:

City Abatement Charges Due: \$ N/A Transferred County Fees: \$ N/A

Performance Bond \$ 40,000.00 Performance Bond Processing Fee: \$297.00*

Monitoring Inspection Fees:

[x] Monthly Completion [] Phased Work
[] Bi-Monthly \$99.00* X 10 Inspections = \$990.00 Schedule Continuous

Certificate of Occupancy \$693.00 + \$99.00* X (N/A) Units = \$ (N/A)

*Indicated Fees Do Not Include: 9.5% Records Management Fee (\$159.89) + 5.25% Technology Enhancement Fee (\$88.36)
ALL FEES NON-REFUNDABLE

TOTAL Compliance Plan Fees owed: \$396 + \$297 + \$990 + \$159.89 + \$88.36 = \$1931.25

OWNER(S) SIGNATURE DATE 10/20/14 OWNER(S) SIGNATURE DATE 10/20/14
PERMIT RELEASED FOR ISSUANCE: DATE 10/20/14
PRINCIPAL INSPECTION SUPERVISOR

PAY TO THE ORDER OF
FOR DEPOSIT ONLY
CITY OF OAKLAND
PLANNING & BUILDING
#478758
653226128
Check

*IF CHANGE OF OCCUPANCY, CERTIFICATE OF OCCUPANCY APPLICATION NEEDED AT DATE OF PERMIT ISSUANCE.



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REHABILITATION SCHEDULE - WORK PLAN

Site Address 955 57th Street, Oakland, CA 94608-2843 Parcel# 015-1298-009-00

Building Description meat storage & distribution warehouse Complaint # 1303769 & 1305560

The purpose of this Compliance Plan – Work Plan is to mitigate Suprema Meats’ (“Suprema”) impact on nearby properties, specifically with regard to:

- 1) Noise coming from Suprema’s 57th Street open facility between the hours of 9pm and 7am due to loading & unloading activities, vehicular & equipment maintenance, and the movement of delivery trucks;
- 2) Noise and traffic impacts due to unloading & loading of refrigerated semi-tractor trucks on 57th Street; and
- 3) Unpermitted property improvements.

On the date(s) and by the signature(s) affixed below, the Owner(s) of this property and this business, whether singularly or jointly, agree(s) to perform faithfully each part and all terms of this Work Plan as enumerated herein and to rehabilitate fully the property described above:

1. **Concurrent with execution of this Compliance Plan**, Owner(s) shall submit a performance security in a form and format approved by the City of Oakland (refer to attachment) and for a face amount not less than **\$40,000.00** which shall secure the faithful completion of all property improvements as prescribed in #3 below, all Work Plan steps and requirements, and all terms in this Compliance Plan. Failure to satisfy the deadlines and timelines prescribed in this Work Plan or to abide by any specific condition will constitute a material breach of the Compliance Plan and will result in Administrative Fines of up to \$1000 per day for as long as the performance schedule or condition is not met.
2. **Concurrent with execution of this Compliance Plan**, Owner(s) shall pay a Compliance Plan fee of **\$1931.25**, which includes administration fees (i.e. Compliance Plan Type, Performance Bond Processing Fee, Record/Tech Fees) and 10 months of Monitoring Inspections Fees as outlined on page 1.
3. **Concurrent with execution of this Compliance Plan**, Owner(s) shall submit (a) a planning permit application (i.e. Design Review, Variance and Conditional Use Permit) as required by Zoning Division staff that seeks to legalize building and site improvements installed without permits, and (b) any building or specialty permits to legalize any improvements or repairs undertaken that do not require planning approvals (See Exhibit A for List of Unpermitted Improvements). The full scope of required private (on-site) and public (off-site) improvements to be included in all required planning and building permit applications shall include (c) construction of a new loading facility for at least one delivery truck inside the existing warehouse building along Lowell Street (east elevation), and (d) related public Right-of-Way improvements along the property’s Lowell Street frontage (from 57th Street to Aileen Street) as needed to accommodate unloading of big rig trucks (semi-tractor trailer trucks). These public improvements shall be designed to City standards and shall include a sidewalk, curb, gutter, catch basins, pavement grade adjustments and any drainage improvements as needed per and to the satisfaction of the City Engineer.
4. **Not Later Than two weeks from the execution date of this Compliance Plan**, Owner(s) shall apply to Building Services to change the property address of Suprema Meat Co from 955 57th Street to 5655 Lowell Street, and include the application fee payment as required (i.e. \$393 + tech/recrd mgmt).



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Parcel# 015-1298-009-00

5. Concurrent with execution of this Compliance Plan, Owner(s) agree to establish the following: (1) Suprema shall immediately discontinue all unloading of big rig trucks (semi-tractor trailer trucks) on 57th Street and Lowell Street between 9pm and 7am (daily); (2) No trucks owned by Suprema Meats Inc shall park on the north or south sides of 57th Street west of Suprema's west property line; (3) Suprema will not load or unload any trucks within the 57th Street public Right-of-Way, except for the limited time period between the date that Suprema obtains a building permit to build the Lowell Street loading dock (referenced in paragraph #3 above) and the date that Suprema receives authorization from Building Inspections staff to use the Lowell Street loading dock; and (4) Suprema shall use their best efforts in good faith to comply with those procedures enumerated in the Delivery Truck Management Plan attached herein as Exhibit B to prevent delivery trucks traveling to and from Suprema from using 57th Street and other nearby local streets where truck traffic is prohibited, and to prevent all delivery trucks from parking on 57th Street when waiting to be unloaded.
6. Not later than one month from the execution date of this Compliance Plan, Owner(s) agree to discontinue all delivery staging activities (i.e. movement of vehicles, equipment, and product into position for loading), vehicle loading and unloading activities, and vehicle & equipment maintenance activities at Suprema's 57th Street open loading facility between the hours of 9 pm and 7 am (daily). The foregoing sentence excludes the movement of loaded vehicles leaving on delivery, which shall be limited as follows. The owner(s) agree to limit all delivery activity noise generated from Suprema's 57th Street open loading facility between 9pm and 7 am (daily) to two 3-minute windows of time during which a maximum of 3 pre-loaded delivery trucks can be started and can exit the property during one of the said 3-minute windows (maximum of 5 delivery truck exits total).
7. Owner(s) agree to phase out the use of all non-hybrid delivery trucks within Suprema's 57th Street open loading facility between 9pm and 7am within 3 years of the execution date of this Compliance Plan. This will be done by purchasing at least 2 hybrid delivery trucks per year as they become available for purchase, up to a minimum of five hybrid delivery trucks over the 3 year period. The size of the replacement hybrid delivery trucks shall be equivalent to the existing Suprema delivery trucks (i.e. Class 7). Upon purchase of each hybrid delivery truck, Owner(s) agree to remove one conventional truck from those available for use within Suprema's 57th Street open loading facility. .
8. Not Later Than 60 days following planning permit approval date (or from the final decision by the City appeal procedure), Owner(s) shall pay all fees and submit a complete application for construction permits to build all on-site and off-site property improvements including all unpermitted improvements and new improvements referenced in paragraph #3 above and as required by the Building Official and City Engineer.
9. Not Later Than 5 months from the date of construction permit issuance, Owner(s) shall obtain all Permit Rough Inspection approvals for the construction of all improvements referenced in paragraph #8 above.
10. Not Later Than 8 months from the date of construction permit issuance, Owner(s) shall obtain all Permit Final Inspection approvals for the construction of all permits referenced in paragraph #8 above.
11. Not Later Than 1 month from the date of Permit Final Inspection approvals, Owner(s) shall submit to Planning & Building staff for review and approval, a post-construction Acoustical Report prepared by a qualified acoustical engineer that measures all noise coming from the Suprema Meats property (day and night) to determine the extent of noise reduction achieved by physical improvements to the facility and operational improvements established by the Compliance Plan.



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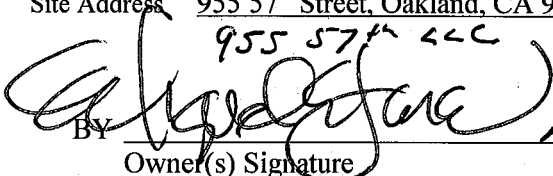
TDD:(510) 238-3254

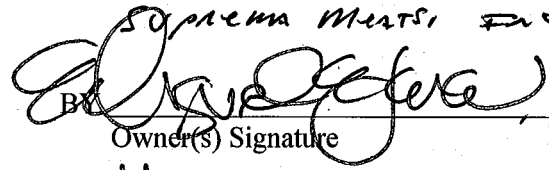
12. Owner(s) shall conduct periodic post-construction noise monitoring as prescribed in paragraph #11 above and submit two Acoustical Reports to Building Services – Code Enforcement staff **every 6 months for 1 year** following the date of the initial post-construction Acoustical Report.
13. The City and Owner(s) agree to work in good faith for the purpose of completing the improvements, repairs and rehabilitation of the property. Owner(s) agrees to cooperate with the City and implement improvements and repairs as required by this Compliance Plan. City agrees that it will act in accordance with its ordinary custom and practice with respect to issuing planning approvals, building permits, inspection sign-off(s), time extensions, and other approvals in the administration of this Compliance Plan.
14. Owner(s) retains the right to withdraw from any Conditional Use Permit (CUP) application that may be required by paragraph #3 hereof, without such action constituting a breach of the Compliance Plan, but only on the following conditions: 1) the CUP Conditions of Approval materially alter the means and manner of operation, including the hours of operation, as set forth in the Compliance Plan , 2) the Owner(s) have exhausted all administrative remedies, prior to filing an administrative writ or other court action to contest the terms of the CUP that alter the terms required by this Compliance Plan, and 3) the request to withdraw from the CUP is made within 7 calendar days after a final CUP decision date (from the final decision by the City appeal procedure). The request to withdraw the CUP application must be given in writing to Zoning Division staff. The Owner(s) agree that any request to withdraw the CUP application will be done concurrently with application for a demolition permit to remove the unpermitted steel canopy structure and new loading dock improvements adjacent to 57th Street, that the 57th Street canopy and loading dock will be removed within 2 weeks of demolition permit issuance, and that use of the 57th Street canopy and loading dock must be discontinued as of that date. Owner(s) also agree that construction permit applications to legalize all unpermitted work identified in paragraph #3 above will be applied for not later than 2 weeks from the CUP withdrawal request date. Further, in the event that Owner(s) withdraw from the CUP, the City reserves the right to renew or bring any nuisance or other enforcement actions based on activities that this Compliance Plan is intended to address. If the City determines that the appeals of the CUP are based on non-material conditions, the City has the right to terminate this compliance plan with 7 days' notice to Owners, to require removal of the 57th Street canopy and loading dock, and to require discontinued use of the canopy and loading dock. The City reserves the right to renew or bring any nuisance or other enforcement actions based on activities that this Compliance Plan is intended to address.
15. Owner(s) hereby agree that in the event each part and all terms of this Compliance Plan are not completed in full on or before the dates set forth herein, the city will commence proceedings to retain the full face amount of the performance bond for said actions. In addition, this Compliance Plan in no way entitles the owner(s) to operate their business and/or facility in a manner that results in nuisance activity not specifically intended to be addressed by this Compliance Plan agreement.
16. Owner(s) hereby agree that the conditions stated herein will be incorporated as terms of any agreement to lease, or sell the real property, any agreement to sell purchase and sale or transfer the business operating at the site that may be entered into between them and all potential lessee/purchaser for the Property or the business. Owner(s) further agree that their successors in interest, assigns, heirs and transferees will be bound by obligations on the Owners herein, and they likewise will attach and incorporate all conditions stated herein into any lease or purchase and sale agreement for the Property or the business.
17. Within 21 calendar days of executing the Compliance Plan, the Owner(s) of record shall record with the Alameda County Clerk-Recorder's Office a copy of the executed Compliance Plan. Proof of recordation shall be delivered to the City of Oakland via electronic mail and certified mail by the United States Postal Service or any other postal service that provides delivery confirmation. The proof of recordation shall be addressed to Gregory Minor c/o City of Oakland Administrator's Office, 1 Frank H. Ogawa Plaza - 11th floor, Oakland CA, 94612.

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Parcel# 015-1298-009-00

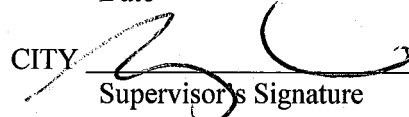
955 57th LLC

BY MANAGER
Owner(s) Signature
Miguel E Jara Jr.
Owner Name
10/20/14
Date

SOPHOMA MERTSI INC

BY president
Owner(s) Signature
Miguel E Jara Jr.
Owner Name
10/20/14
Date

CITY _____
Inspector's Signature

Inspector's Name

Date

CITY 
Supervisor's Signature
T Low
Supervisor's Name
10/20/14
Date

List of Unpermitted Improvements
(955 57th Street)

1. Steel Canopy structure
2. Cargo Container Break Room under canopy
3. Pallet Racks throughout warehouse
4. New Walls & Doors in warehouse
5. Mechanical Refrigeration equipment (including structural, access and sound control details)
6. Electrical Alterations & Repairs in warehouse
7. New Loading Dock (including plumbing)
8. Vehicle Entry Gate & Fence
9. New Windows-Framing-Exterior changes at 2nd Story Office
10. Reconfigured 2nd Story Walls of Break Room & Storage Room
11. Alterations to create 2nd Story Kitchen, Bathroom, and half Bathroom (unless such 2nd story alterations can be shown to have been previously permitted and approved)
12. Front Entry Security Gate (if remaining)
13. Final Approval of CMU Sound Wall (side lot line) with additional load of canopy.

DELIVERY TRUCK MANAGEMENT PLAN

In complying with its good faith best efforts obligation to prevent trucks coming to and from Suprema Meats, Inc. from creating noise and congestion on 57th Street, 955 57th LLC has prepared and executed this Delivery Truck Management Plan which is to be attached to and incorporated into the Compliance Plan executed on October 20, 2014.

1. By no later than November 1, 2014 Suprema shall advise all of Suprema's suppliers in writing;
 - a. Of Suprema's change of address.
 - b. That all truck traffic on 57th Street between Adeline Street and San Pablo Avenue is prohibited.
2. On the date of execution of the Compliance Agreement, Suprema shall advise each of its drivers that there can be no parking on the north side of 57th and any parking on the south side of 57th must be adjacent to 955 57th LLC's (Suprema's) property and cannot extent west of Suprema's west property line.
3. In the event of a violation of the above, any neighbor or other person can call, text or email Miguel Jara, Jr or Mario Jara to report the violation using the contact information noted below;

Miguel Jara, Jr.

Office Phone Number; 510-654-9282
Cell Phone Number; 510-376-2162
Email Address; mmjara@comcast.net

Mario Jara

Office Phone Number; 510-654-9282
Cell Phone Number; 510-376-3010
Email Address; tiomarito@comcast.net

4. Each time that a notice of violation comes into either of the two designated individuals noted in #3 above, that person shall immediately go into the street to ascertain whether or not a violation of this Management Plan has occurred. If a truck coming to or from Suprema has been found to have driven down 57th Street, the driver will be verbally admonished of the "no use" restrictions and the owner of the transportation company that has employed the driver shall be provided with a written

Exhibit B

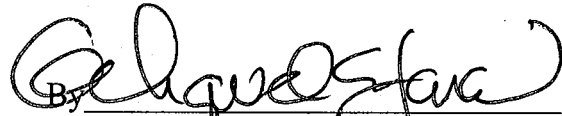
notice of the violation. The City of Oakland, Inspection Services Manager shall be copied on this and all other correspondence related to this matter. In the event of a repeat offense by the trucking company, Suprema shall notify the meat distributor that deliveries will not be accepted if delivered by that offending transportation company.

In the event a delivery truck is parked in 57th Street in violation of this Plan, the driver shall be instructed to immediately move the truck. If the driver refuses, or if within five minutes, the driver can not be located, the police will be called to have the truck cited or towed.

5. Within 24 hours of each such notice of violation received from a neighbor or other person a written report identifying the substance of the complaint, as well as the action taken, shall be emailed to Inspection Services Manager. Suprema shall keep a Complaint Log and tracks all such complaints with regard to date/time of complaint, complainant contact information, complaint description, actions taken to resolve it, and date of resolution. A copy of an updated Complaint Log shall be provide to the Inspection Services Manager monthly and upon request.

Dated this 20th day of October, 2014

955 57th LLC

By 
Miguel E. Jara, Jr., Manager

Dated this 20th day of October, 2014

Superma Meats, Inc.


By 
Miguel E. Jara, President

EXHIBIT "B"
(to Compliance Plan; City of Oakland-955 57th LLC)

