

ATTACHMENT H

Effect of Noncompliance with Compliance Agreement



COUNTY OF HUMBOLDT
PLANNING AND BUILDING DEPARTMENT
CODE ENFORCEMENT

3015 H Street • Eureka CA 95501
Phone: (707) 476-2429 • Fax: (707) 268-3792

October 24, 2019

Werner Weltsch, Jonathan Weltsch, & Sarah Weltsch
6451 Elk River Rd
Eureka, CA 95503

RE: Effect of Noncompliance with Compliance Agreement
6000 block Elk River Road, Eureka, CA, 95503, APN: 304-211-011
Case No: 14CEU-51

Dear Werner Weltsch, Jonathan Weltsch, and Sarah Weltsch

On May 8, 2018, Hearing Officer Kimberly Buchholz issued a Finding of Nuisance and Order of Abatement and Finding of Violation and Order Imposing Administrative Civil Penalty after hearing your request for a Code Enforcement Appeal Hearing and Administrative Civil Penalty Appeal Hearing, *see attached Finding of Nuisance and Order of Abatement and Finding of Violation and Order Imposing Administrative Civil Penalty.*

Hearing Officer Buchholz ordered a timeline for the abatement and imposed an Administrative Civil Penalty totaling \$33,250 for the violations of maintaining a salvage yard, junk and/or inoperable vehicles, construction of building/structure in violation of building, plumbing, and/or electrical codes, grading without permits, and development in a streamside management area without a permit.

On February 14, 2019, you entered into a Compliance Agreement with the County in settlement of the above referenced Finding of Nuisance and Order of Abatement and Finding of Violation and Order Imposing Administrative Civil Penalty, *see attached Compliance Agreement.* The Compliance Agreement listed the corrective actions and timeline:

1. Within ninety (90) days of the execution of this Agreement, all debris, solid waste, and/or scrap metal stored outdoors on the Subject Property shall be contained within a 200 square-foot area, and/or contained in an enclosed structure, and/or removed from the Subject Property and taken to an approved disposal site.
2. Within ninety (90) days of the execution of this Agreement, each of the

inoperable vehicles shall be restored to an operative condition, and/or 2) stored within an enclosed structure, and/or 3) removed from the Subject Property.

3. Within six (6) weeks of the date of execution of this Agreement, RESPONSIBLE PARTY shall apply for and obtain an Agricultural Exemption or apply for, obtain, and finalize Building Permits for the metal storage containers and the older wooden structure that was moved onto the Subject Property. In the alternative, apply for, obtain, and finalize the proper permits to remove and/or demolish the unpermitted structures that are on the Subject Property.
4. Within thirty (30) days of the execution of this Agreement, RESPONSIBLE PARTY shall obtain a restoration plan for grading work on the Subject Property outside of the Streamside Management Area. RESPONSIBLE PARTY shall apply for and obtain a grading permit, and complete the restoration plan within four (4) weeks of obtaining the restoration plan. RESPONSIBLE PARTY shall complete all work required by the permit(s) within six (6) months of the issuance of the permit.
5. Within eight (8) weeks of the execution of this Agreement, RESPONSIBLE PARTY shall submit a restoration plan to the COUNTY, designed by a qualified professional, to remediate the graded areas. All areas that have been graded without permits must be returned to an area that is environmentally stable based on the restoration plan and recommendations by the qualified professional. The qualified professional may determine that an area would have a greater negative environmental impact if restored to natural contours/vegetation. RESPONSIBLE PARTY shall apply for and obtain any permits required for development in a wetland area.

An inspection of the property was conducted on August 21, 2019 to confirm compliance with the Compliance Agreement. During the inspection, over 200 square feet of debris, solid waste, and or/scrap metal was observed and was stored on the property outside of any enclosed structures, which are conditions that constitutes a junkyard/wrecking and salvage yard. Additionally, several of the junk vehicles identified by the Hearing Officer remained on the property in an inoperative condition and were not stored within an enclosed structure. These include the white travel type trailer, the elevated mobile type home, and the white box truck.

As of the date of this letter there have been no Agricultural Exemptions applied for or any Building Permits applied for or obtained for the metal storage containers or for the older wooden structure. There have also been no demolition permits applied for or obtained to demolish the structures or any permits obtained to remove the structures. During this inspection, the metal storage containers and the older wooden structure remained on the property. Additionally, there have not been any grading permits applied for or obtained, any permits for development in a wetland applied for or obtained, and no restoration plan designed by a qualified professional has

been submitted to the County.

The conditions observed during the August 21, 2019 inspection are in breach of the Compliance Agreement. No extension had been requested.

The Compliance Agreement states under section 2.G. "Effect of Noncompliance" that: "in the event that the Responsible Party fails to comply substantially with the terms and conditions of this Agreement, the administrative civil penalty in the amount of thirty three thousand two hundred fifty dollars (\$33,250) imposed by the hearing officer will become immediately due and payable."

Due to the noncompliance with the Compliance Agreement, the administrative civil penalty in the amount of **thirty three thousand two hundred fifty dollars (\$33,250) is now due immediately.**

Additionally, the Compliance Agreement states under section 3.A. "Stay of Enforcement and Collection Actions" that "in the event Responsible Party fails to abide by the terms of this Agreement; County shall be entitled to take any and all appropriate enforcement and/or collection actions pursuant to Chapters 1 and 2 of Division 5 of Title III of the Humboldt County Code."

Due to the noncompliance with the Compliance Agreement, enforcement action pursuant to Humboldt County Code (HCC) 351-1 *et seq* and HCC 352-1 *et seq* will continue.

On page 16 of the Hearing Officer's Finding of Nuisance and Order of Abatement and Finding of Violation and Order Imposing Administrative Civil Penalty, under Order Number 7 which was continued from page 15, the hearing officer orders "if each nuisance is not abated within the time specified above, the nuisance may be abated by the Code Enforcement Unit in such manner as may be ordered by the Department Head (HCC section 351-13)."

The Code Enforcement Unit will be moving forward with conducting the abatement of the conditions constituting the nuisance and will need to get bids from various contractors for the abatement. As such, I will need to bring contractors onto your property to assess the cleanup and scope of work in order to provide bids.

I am requesting that you propose three different weekdays between November 19, 2019 and December 16, 2019 that would be convenient for you to have the contractors and myself assess the public nuisance that exists on your property.

The abatement work will tentatively be scheduled for the beginning of January 2020. At the conclusion of the abatement, a Notice of Nuisance Abatement Assessment will be prepared and served which will list the amount of the assessment proposed to be levied against the property in order to recover the Abatement Costs; Administrative Costs, and Attorney's Fees incurred during the performance of the actions required to abate the conditions constituting a nuisance.

Please contact me by telephone if you have any questions, (707) 441-2627.

Sincerely,



Shauna Soeth
Code Enforcement Investigator

Attachments:

- (1) Finding of Nuisance and Order of Abatement and Finding of Violation and Order Imposing Administrative Civil Penalty, dated May 8, 2018
- (2) Compliance Agreement, executed February 14, 2019

CC: Kenneth Bareilles, counsel for Werner Weltsch, Jonathan Weltsch, and Sarah Weltsch
533 E Street
Eureka, CA 95501