

ATTACHMENT E

Noncompliance and
Intent to Abate Letter

August 11, 2021



COUNTY OF HUMBOLDT
PLANNING AND BUILDING DEPARTMENT
CODE ENFORCEMENT

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Certified Mail Receipt No.: 9171 9690 0935 0062 8431 78

August 11, 2021

Jessica Adams, David Mahle & Sarah Burke
7218 Summit Ridge Dr.
Eureka, CA 95503

**RE: Effect of Noncompliance with Compliance Agreement and
Notice of Intent to Conduct Public Nuisance Abatement
7218 Summit Ridge Dr., Eureka, CA 95503; APN: 306-291-018
Case No.: CE19-0400**

Dear Jessica Adams,

On November 18, 2019 Code Enforcement opened case number CE19-0400 for complaints received regarding Humboldt County Code Violations relating to junk and/or inoperable vehicles, improper storage and removal of solid waste, RVs being used as residences, and unsanitary conditions.

On January 27, 2021 a site inspection was conducted which confirmed the following violations were occurring:

- *HCC 521-4: Improper storage and Removal of Solid Waste*
- *HCC 354-1: Junk and/or Inoperable Vehicles*
- *HCC 331-28: Construction of a Building/Structure in Violation of Building, Plumbing and/or Electrical Codes*
- *UHC 1001.11 and H&S 17920.3: Unsanitary Conditions*
- *HCC 311-10.3: Construction of a Building/Structure in Violation of Zoning Code*

A Notice to Abate Nuisance was issued for the property on March 1, 2021 for the violations of Humboldt County Code listed above. *See attached Notice to Abate Nuisance.*

On May 4, 2021, you entered into a Compliance Agreement with the County in settlement of the aforementioned Notice to Abate Nuisance. *See attached Compliance Agreement.* The Compliance Agreement provided you with a forty-five (45) day timeline to complete the following corrective actions:

1. Remove solid waste from the property in a proper and legal manner, and/or store non-putrescible solid waste in an enclosed legal structure. You will be required to provide all receipts for the disposal of the solid waste from a licensed facility. You agree to allow regular inspections by Code Enforcement, with prior notification, every **fourteen (14) days** to verify the progress of the cleanup. If during progress inspections there is no notable progress made in the reduction/storage of the solid waste, you will be in breach of the Compliance Agreement.
2. Repair junk/inoperable vehicles to an operable state; and/or remove junk/inoperable vehicles; and/or store junk/inoperable vehicles in an enclosed legal structure. If there is no means to store the vehicles inside of a legal structure the vehicles must be removed from the property in a legal manner. Documentation of the legal disposal of the vehicles must be provided to Code Enforcement. Proof of registration must be provided to show any vehicles remaining on site are registered to the owner and/or occupants of the property.
3. Move the front fence to comply with zoning setbacks for the property and apply for and obtain a building permit for the front fence. Complete all work required by the building permit and have permit finalized by a building inspector. The complete building permit application must be submitted no later than **thirty (30) days** after the effective date of this agreement. All work required by the permit must be completed no later than **six months** after the issuance date of the building permit. **OR** lower the height of the front fence to six feet or less; **OR** remove the front fence. The front fence must be lowered or removed no later than **forty-five (45) days** after the effective date of this agreement.
4. Apply for and obtain a building permit for the backyard dog run. Complete all work required by the building permit and have permit finalized by a building inspector. The complete permit application must be submitted within **thirty (30) days** after the effective date of this agreement. All work required by the building permit must be completed **no later than six months** after the issuance of the permit. **OR** deconstruct and remove the dog run. Remove all debris associated with the dog run in a proper and legal manner. The dog run must be deconstructed and removed entirely no later than **forty-five (45) days** after the effective date of this agreement.
5. Remove the treehouse from the tree at the northeast corner of property that is in violation of zoning setbacks and dispose of all associated debris in a proper and legal manner.
6. Remove weeds and cut back all overgrown vegetation that provides vector harborage from the property, including blackberry brambles. Remove, or store inside a legal structure, all vehicle waste tires that may accumulate water which creates prime habitat for Culex mosquito larvae, which can carry West Nile Virus.

The Compliance Agreement expired on June 18, 2021, and a compliance inspection of the property was conducted on June 21, 2021 to confirm the violations had been abated. During the inspection, some cleanup had been done, but a heavy accumulation of solid waste was observed stored outside on the property; there were at least five (5) junk/inoperable vehicles present; the front fence boards had been taken down, but the posts had not been cut down or removed; the backyard structure being used as a dog run had not been dismantled or reduced in size, and no building permit had been applied for; The tree house had been partially dismantled but was still in the tree; there were still large, dense, overgrown blackberry brambles in the backyard; several junk/inoperable vehicles had been removed, but there was only one bill of sale to show proof of legal disposal; No receipts for solid waste disposal were provided.

An extension of the Compliance Agreement was asked for and granted. The Compliance Agreement was extended for thirty days from the original end date; to run from June 18, 2021 to July 18, 2021. *See attached Compliance Agreement Extension.*

On July 8, 2021 a compliance check of the property was conducted to confirm the corrective actions in the Compliance Agreement were nearing completion, but most were not. A substantial amount of solid waste, and several junk/inoperable vehicles were still present; the tree house was still present in the tree; I was unable to access the backyard to measure the dog run structure, or check to see if the overgrown vegetation had been cut back, due to the presence of a dangerous dog outside on a tether. Jessica said she did not believe that the abatement work would be completed by July 18, 2021 and requested another extension.

A second extension of the Compliance Agreement was granted to run from July 18, 2021 with an end date of August 2, 2021. *See the attached signed and notarized Amended Compliance Agreement Extension.* On August 2, 2021 I spoke with Jessica via telephone and she stated the abatement work was not complete, and requested another extension of the Agreement. A compliance inspection was scheduled for August 5, 2021 at 2:30 p.m.

On August 5, 2021 another compliance check was conducted and the conditions observed during the inspection were in breach of the Compliance Agreement. Jessica requested another extension. However a third extension of the Agreement will not be granted due to the lack of compliance exhibited, the high volume of complaints, and the length of time the violations have existed on the property. Humboldt County Code violations have existed on site since 2016.

The Compliance Agreement states under section 2.G. "Effect of Noncompliance" that "in the event that RESPONSIBLE PARTY fails to comply with the terms and conditions of this Agreement, the unpaid portion of the Administrative Costs incurred by COUNTY during the investigation of the Violations set forth in the above referenced Notice of Nuisance will become immediately due and payable."

Due to the noncompliance with the Compliance Agreement, the Administrative Costs in the amount of **one thousand, two dollars and sixty-three cents (\$1,002.63) is now due immediately.** *See attached Code Enforcement Administrative Cost Report & Invoice.*

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 actions pursuant to Chapter 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* will continue. This letter is to notify you that the Code Enforcement Unit will not be granting a third extension of the Compliance Agreement, and also that the Code Enforcement Unit will be moving forward with conducting the abatement of the conditions constituting the nuisance on the property.

I am requesting your consent to conduct the abatement, which would include allowing Code Enforcement staff, Planning & Building Department staff, and any hired contractors to enter the property and structures in the course of the County abatement process in order to assess and abate the public nuisance that exists on your property.

If I do not receive a response to this letter by August 23, 2021, I will assume you have refused my request for consent and I will move forward with applying for an Inspection Warrant and Order of Abatement from Humboldt Superior Court in order to conduct the abatement.

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 any Attorney's Fees incurred during the performance of the actions required to abate the conditions constituting a nuisance.

Please contact me by phone at 707-476-2358 or by email at cwerner@co.humboldt.ca.us if you have any questions. Thank you.

Sincerely,



Christine Werner
Code Compliance Officer

Attachments: Notice to Abate Nuisance dated March 1, 2021; Compliance Agreement dated May 4, 2021; Compliance Agreement Term Extension dated July 8, 2021; Compliance Agreement Term Extension dated July 20, 2021; Code Enforcement Administrative Cost Report & Invoice