



Irwin Ortiz <irwin.ortiz@cityofwatsonville.org>

City Council Meeting Agenda Item 10.c | Sunshine Gardens Opposition to Proposed Action

J. Anthony Vittal <tony@vittal.net>

Sat, Aug 21, 2021 at 10:36 PM

Reply-To: "J. Anthony Vittal" <tony@vittal.net>

To: "citycouncil@cityofwatsonville.org" <citycouncil@cityofwatsonville.org>

Cc: "cityclerk@cityofwatsonville.org" <cityclerk@cityofwatsonville.org>, "citymanager@cityofwatsonville.org"

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<adamsunshinepacific@gmail.com>, Hector Hu <hector.uslongton@gmail.com>, Lorenzo Jaso

<lorenzo.sunshinegarden@gmail.com>, Ji Li <jili2@yahoo.com>, "J. Kenneth Gorman" <kgorman@pcg-llp.com>, Jan

Hochhauser <jan@hbarchitects.com>, Mike Manzo <Mike@hbarchitects.com>, Truitt Vance <truitt@ashleyvance.com>

Ladies and Gentlemen:

The attached letter constitutes the joint written opposition of Pacific Sunshine Development, LLC, the owner/developer of Sunshine Gardens, and US Longton, Inc., the General Contractor on the project, supported by Lorenzo Jaso (the Project Superintendent), Jan Hochhauser and Mike Manzo of Hochhauser Blatter Architects (the Architect of Record on the project), and Truitt Vance of Ashley & Vance Engineering (the Engineer of Record on the project).

By this opposition, based on it and the record before you, we ask that you (1) reconsider and revoke the adoption of Resolution 207-21 as improvidently adopted, and (2) summarily reject the request tendered by City staff for a new declaration of nuisance (Agenda Item 10.c). If you decline to summarily reject the request for a new declaration of nuisance, we request that you defer action on this agenda item to your September 28 meeting and schedule approval and authorization of the various pending agreements between the parties for your meeting on September 14.

If you have any questions before the Council meeting, please do not hesitate to contact me, or have Alan Smith (City Attorney) or William Abbott (Special Counsel to the City) contact our attorney, Ken Gorman. Otherwise, we all look forward to further airing these issues in a collaborative manner at your meeting Tuesday evening.

Very truly yours,

J. Anthony Vittal
Chief Operating Officer
US Longton, Inc.
12803 Schabarum Avenue
Irwindale, CA 91706
Cellular: 310.339.2520
Landline: 626.804.7931
eFax: 603.590.7605



City Council - Joint.pdf
8971K



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AUTHOR'S CONTACT INFORMATION

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August 21, 2021

Via Electronic Mail Only

Mayor and Members of the City Council
City of Watsonville
250 Main Street
Watsonville, CA 95076

Re: Pacific Sunshine Development Project - Watsonville, California
Response to Declaration of Nuisance and Notice to Abate Nuisance
City Council Hearing - August 24, 2021, Agenda Item 10.c

Mayor Dutra and Councilmembers:

We write you on behalf of and to assert the objections of the owner/developer of Sunshine Gardens, Pacific Sunshine Development ("PSD"), and its General Contractor, US Longton, Inc. ("Longton"), to the *Notice to Abate Nuisance* dated August 13, 2021, signed by Robin Allen, and to the proposed abatement of the alleged nuisance calendared for your August 24 meeting.

Absence of Predicate for Requested Action

In the Agenda Report for this agenda item, Rob Allen, the Assistant Community Development Director and the City's Building Official recommends recommended that

the City Council adopt a resolution declaring that 26 of the 34 units under construction at the Sunshine Gardens Development (1773 Santa Victoria Avenue) are a public nuisance and direct the Building Official to abate the nuisance of these 26 units without delay.

(Agenda Report, *Recommended Action*, p. 1.) By doing so, staff seeks to relitigate your determination of July 6, 2021, tracking the Municipal Code definition (§ 5-17.01), that the Sunshine Gardens Development

is injurious to health, indecent, offensive to the senses, an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use in the customary manner of any stream, public park, square, street, highway, or alley of the City [and therefore] is hereby declared to be a public nuisance and subject to destruction or removal of the public nuisance in order to protect the public health, safety and welfare.

(Resolution 207-21, ¶ 1.)¹ Indeed, and contrary to the language of the July 6 resolution presented to you at that meeting and ostensibly adopted without discussion or debate, the resolution which staff now proposes asserts, as a recital of fact, that the Sunshine Gardens Development is only

possibly being injurious to health, indecent, offensive to the senses, and a public nuisance and **possibly** be abated or removed in order to protect the public health, safety and welfare;

(Proposed Resolution, 1st Paragraph [emphasis added].) That recital of fact concedes the arguments PSD and Longton consistently have made that the project is **not** and indeed cannot be “injurious to health, indecent, offensive to the senses, an obstruction to the free use of property . . . , or [that it] unlawfully obstructs the free passage or use” of anything. Instead, the recital of fact implicitly seeks to relitigate the question whether a nuisance even exists!

Relitigation of your previous determination that the Sunshine Gardens Development is a nuisance is obvious from the presentation of Mr. Allen, which reiterates and amplifies the catalog of allegations against the project which he made last month² and asks for a **new** deter

1. Although the resolution requested by this agenda item refers to “Resolution 207-21,” the City records available on the City’s website as of August 20, 2021 show no such adopted resolution. Draft minutes of the July 6 meeting were not available until posted the night of August 19 as an attachment to the agenda for the August 24 meeting.

2. Even so, the catalog set forth in the “Summation” (Agenda Item 10.c, Attachment 4) is incomplete for the period actually covered, failing to include anything whatsoever about the conduct and reporting of the 2019

mination of nuisance. (See Process section of Agenda Report, pp. 5-6.) Were this hearing solely to resolve objections to the proposed abatement and mandate specific abatement, none of the presentation in support of the proffered resolution would be necessary. Relitigation is required because the actual nuisance staff seeks to address never has been defined by you. Instead, it was defined **for the first time** in the *Notice to Abate Nuisance* posted on the Sunshine Gardens property and mailed to PSD on August 13, 2021, a copy of which is attached for your convenient reference. That notice describes the targeted nuisance as

Partially constructed townhomes that have had long term abandonment and exposure to the elements and weather to the point of being irreversible in salvage or repairs. The Units described as public nuisances are located in the Sunshine Garden Development project and located on lots: 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28. This nuisance notice also includes the foundations found on lots 3, 4, 5, and 6.

and

Remainder of the project site used for storage of abandoned and deteriorated or discarded construction materials. Full site clean up and debris removal is further expected to be performed.

There is No Nuisance to Be Abated

Is you are to proceed with relitigation of the question whether a nuisance exists on the subject property, PSD and Longton submit that there is no nuisance within the definition of the Municipal Code, and that nuisance abatement is not the proper vehicle to address the defined conditions. Specifically,

mold testing and remediation, and nothing whatsoever about activities over the past 12 months. Were those activities included, you would know, among other things, about the completion of the connections to the public utilities and repairs of vandalism damage to power lines, work conducted and being conducted to complete the retention ponds (see attached progress report to David Caneer dated August 20, 2021), and the extensive negotiation and execution by PSD and Longton of the new *Memorandum of Understanding* and the new *Funding and Reimbursement Agreement* (which staff has refused to submit to you for approval unless and until PSD and Longton agree to the terms of the negotiated but as yet unaccepted *First Amendment to Public and On-Site Improvement Agreement with Developer* and related documents).

- The described “nuisances” are not and cannot be “injurious to health” and there is no competent or scientific evidence before you to the contrary;
- The described “nuisances” are not and cannot be “indecent.”³ They do not appeal to the prurient interests of anyone;
- Being wholly contained on the project property, the described “nuisances” do not and cannot “obstruct” anyone or anything; and
- The described “nuisances” are not and cannot be “offensive to the senses.” Science commonly accepts that there are five senses: hearing, sight, smell, taste, and touch.⁴ Hearing, smell, taste, and touch clearly do not apply here. While a construction site *could* be offensive to the sense of sight, there is no evidence before you that anyone actually contends that it is. Moreover, PSD and Longton have been cleaning up the site and abating the mold discoloration on the structures, with the knowledge and tacit consent of the building division, so that any possible offense to the sense of sight will have been abated by the time of the August 24 hearing.

Even if Section 5-17.03 were not to control, the City staff proposition still cannot prevail. The City ordinance, unlike the state statute, does **not** require that the matter which is “offensive to the senses” must interfere with the comfortable enjoyment of life or property. Instead, the City ordinance, devoid of any standards, allows **anything** that is “offensive to the senses” to constitute a nuisance, even if without any adverse effect and without any guidance as to what is “offensive.”⁵ Thus, as adopted, the City ordinance violates the basic concept

3. “Indecent” is defined as “offending against generally accepted standards of propriety or good taste; improper; vulgar.” It is synonymous with “distasteful, immodest, indecorous, indelicate; coarse, outrageous, rude, gross; obscene, filthy, lewd, licentious.” (<https://www.dictionary.com/browse/indecant>, viewed August 21, 2021.) All of these definitions concern the behavior of people, not the conditions of property.

4. The vestibular sense (which explains the perception of our body in relation to gravity, movement and balance) and proprioception (which concerns the relationship between the individual and surrounding space and objects) are not relevant. (See <http://www.7senses.org.au/what-are-the-7-senses/> viewed August 20, 2021.)

5. The ordinance therefore seeks to vest the City Council with the unfettered discretion to declare what is “offensive to the senses.” That unfettered discretion cannot be used to deprive PSD of its property without due process.

underlying the law of nuisances, articulated in the ancient maxim *sic utere tuo ut alienum non laedas*; that is, use your own as not to injure another's **property**.

Under California law, which should control over the contrary but analogous language of the ordinance, **not** every activity that is offensive to the senses and interferes with the comfortable enjoyment of life is a nuisance. (*Schild v. Rubin*, 232 Cal.App.3d 755, 764 (1991).) The interference must be **substantial** and **unreasonable**, and such as would be offensive or inconvenient to the normal person, before the disturbance of the enjoyment of the property **may** amount to a nuisance. (*Ibid.*) The incomplete improvements at Sunshine Gardens cannot, under any reasonable interpretation, constitute a substantial and unreasonable interference with anyone's use of his or her property. Therefore, quite simply, Sunshine Gardens is not and cannot be legally characterized as a nuisance, and the proposed Resolution must be rejected.

The statutory scheme contemplated by the Watsonville Municipal Code requires, as a condition precedent to any effort to mandate abatement, that the City Council first declare the existence of a nuisance (MUNI CODE § 5-17.05) and at that time "fix the time and place for hearing any objection to the proposed abatement of the nuisance." (*Ibid.*) Because staff employed a scattergun approach last month contending that the project met **all** of the code criteria (an impossibility), the proposed resolution before you concedes that defect and seeks a new declaration of nuisance. At the same time, staff continues to invoke all of the code criteria while persisting in avoiding any competent evidence to support such as conclusion. In any event, with no effective declaration of a nuisance at this time given the absence of any adoption by you of the definitions contained in the *Notice to Abate Nuisance*, it is **premature** to order any abatement.

For all the foregoing reasons, with no evidentiary predicate before you to support a valid declaration of nuisance and no valid declaration of nuisance by you to support an order for abatement, you should summarily reject the request tendered by City staff and instead revoke the adoption of Resolution 207-21 as improvident.

Abatement is Otherwise Inappropriate

The City Building Official's determination that 22 units and 4 lots⁶ must be demolished because they are "irreversible in salvage or repairs" is unexplained, unsupported, unprecedented, and unaccompanied by the opinion of any licensed professional. It is also

6. Lots 3-6 are bare concrete slabs and foundations without structures. It strains credulity to even suggest that they cannot be salvaged or repaired, if they are indeed defective, but they scarcely constitute a nuisance.

irreconcilable with the opinions of the EOR and AOR who have prepared and submitted remediation plans and incongruent with the City's insistence on and assent to the mold remediation. Letters from our Project Superintendent (Lorenzo Jaso), the AOR (Jan Hochhauser), and the EOR (Truitt Vance) are submitted with this letter.

Our counsel, Ken Gorman, repeatedly has asked for specifics as to what is needed to abate the previously un-defined nuisance, and received no response, other than the urging of the City Attorney (Alan Smith) to complete the construction. PSD and Longton would if they were allowed to. Indeed, US Longton has been proceeding apace to complete the public and on-site improvements with the consent of the City (see attached progress report to David Caneer and the letter from Lorenzo Jaso, both dated August 20, 2021), despite the City's appropriation of the security fund and solicitation of bids to contract for the work which you approved on July 6. City staff refuses to approve permits for the resumption of construction on the residences pursuant to the new MOU (which staff will not submit to you for approval) until PSD and Longton agree to staff's demands for the **unrelated** terms of the *First Amendment to Public and On-Site Improvement Agreement with Developer* and related documents about which staff has refused to negotiate.⁷

During the many conversations among Lorenzo Jaso, Adam Ren from PSD, and City staff, there never has been even a hint that demolition would be required. PSD and Longton also are unaware of any licensed professional having rendered an opinion that the exposure to weather, slab conditions, and/or framing issues compromise the structural integrity of the buildings. We have requested such an opinion from City staff, if one exists, but none has been provided. Instead, the City insisted that all of the structures be mold-abated, to the point of requiring M3 to confirm (1) that its recommendations applied to all of the buildings and (2) that it would inspect all of the buildings again after CleanTec had completed mold-abatement of all the buildings.⁸ There would be no point in requiring mold abatement in buildings that were beyond repair and required demolition. Since your July 6 meeting, we initiated compliance, which is continuing. The photographs on the next page are illustrative of the work being done to the exteriors:

7. PSD now agrees to the City's financial demand for an additional \$747,390.36 deposit to the security fund on condition that the City restores the security fund to the *status quo ante* and agrees not to draw against it unless PSD defaults on its obligations to complete the public improvements.

8. City staff supports its pending request for relief with out-of-date photographs which do not show the current state of the project or the job site. The photos above show examples of mold remediation work done through this week. A simple drive-by will establish the extent of the remediation.



The abatement of the exteriors has been completed. Testing to confirm efficacy of the abatement will commence next Monday, August 23, 2021, as will abatement of the interiors of the structures.

Likewise, the claim that material is being used to store abandoned, deteriorated or discarded construction materials is incorrect. The materials are stored on site, protected by 6 mil plastic, and we fully intend to use them in the structures. The following photographs illustrate the current condition of the construction materials and the storage yard.



The claim of abandonment is also incorrect. PSD and Longton never have left the site. They have been working diligently, constrained by the restrictions of public health orders, to resume remediation and construction of the residences.

Conclusion

It is clearly apparent from the entire context of this situation, including the materials submitted by Mr. Allen in support of the proposed resolution, that City staff are using the threat of demolition under the guise of nuisance to coerce PSD to submit to its demand for \$747,390.36 in additional monetary security for the completion of the public improvements under the jurisdiction of the state Department of Fish & Wildlife, to be added to the \$1.3 million the City already holds. City staff have flatly refused to negotiate the amount. By again presenting this issue to you, staff seek to enlist you in the attainment of their goal. That is an improper use of the nuisance abatement procedures of the Municipal Code which you should not condone.

Rather than incur the expense and delay involved in seeking judicial intervention, which would only further injure the already tenuous relationship between City staff and PSD/Longton despite all their efforts to strengthen it, PSD has decided to capitulate to the demand for \$747,390.36 in additional monetary security as described in footnote 7 above. It nonetheless is doubtful that the parties will be able to agree on the language of the *First Amendment to Public and On-Site Improvement Agreement with Developer* and related documents, obtain a new agreement with East-West Bank to hold all of the funds, deposit the funds, and submit all agreement to you for your approval and authorization by the time of the City Council meeting on August 24.

Therefore, if you decline to summarily reject the request tendered by City staff and revoke the adoption of Resolution 207-21 as improvident, as urged above, PSD and Longton ask that you postpone action on this agenda item to your September 28 meeting and schedule approval and authorization of the various agreements described above for your meeting on September 14.

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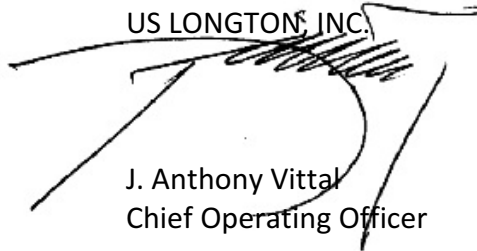
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Mayor and Councilmembers
Watsonville City Council
August 20, 2021
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Thank you for your consideration and anticipated favorable action.

Respectfully submitted,

US LONGTON, INC.

A handwritten signature in black ink, appearing to read 'J. Anthony Vittal', is written over the printed name and title.

J. Anthony Vittal
Chief Operating Officer

JAV:t

Enclosures as stated

cc: Watsonville City Clerk
Pacific Sunshine Development, LLC
U.S. Longton, Inc.
J. Kenneth Gorman, Esq.

PACIFIC SUNSHINE DEVELOPMENT, INC.

A handwritten signature in black ink, appearing to read 'Siyan Qin', is written over the printed name and title.

Siyan Qin
Chief Executive Officer

Enclosures:

1. Notice to Abate Nuisance (8/13/21)
2. Letter from Lorenzo Jaso (8/20/21)
3. Letter from Hochhauser Blatter Architects (8/20/21)
4. Letter from Ashley & Vance Engineering, Inc. (8/19/21)
5. E-mail from Lorenzo Jaso to David Caneer (8/20/21)



City of Watsonville

"A Community of Opportunities"

DOCUMENTO IMPORTANTE: Si ocupa traducción hable al 831-768-3050

NOTICE TO ABATE NUISANCE

NOTICE IS HEREBY GIVEN that on Tuesday, July 6, 2021 pursuant to the provisions of Section 5-17.05 of the Watsonville Municipal Code, the City Council of said City passed a resolution declaring that a nuisance exists upon property hereafter defined and described as "Sunshine Gardens Development" located at 1773 Santa Victoria Avenue in Watsonville, California consisting of 34 partially constructed units of mixed use residential buildings with 8 of those units in good to fair condition and the remaining existing 26 units being declared and shall constitute a public nuisance, which nuisance must be abated by the destruction or removal of the 26 structures identified below thereof.

NOTICE IS FURTHER GIVEN that the property owners, known as Sunshine Gardens LLC, without delay, shall remove such nuisance from described property or such nuisance will be abated by City authorities, in which case the cost of such abatement will be assessed upon the property from which such nuisance shall have been abated, and such costs will constitute a lien upon such property until paid and will be collected upon the next tax roll upon which general municipal taxes are collected. Any person having any objection to the proposed abatement of such nuisance is hereby notified to attend a meeting of the City Council of said City, to be held in a remote/teleconference meeting on August 24, 2021, at 5:30 p.m. through <https://cityofwatsonville-org.zoomgov.com/j/1604661504> or iPhone one-tap US: 16692545252,1604661504# or +16692161590,,1604661504# or Telephone: Dial (for higher quality, dial a number based on your current location): US: +1 (669) 254-5252 or +1 (669) 216-1590 or +1 (646) 828-7666 Webinar ID: 160 466 1504, or as soon thereafter as the matter can be heard, when and where objections will be heard and given due consideration.

Definition of nuisance:

Partially constructed townhomes that have had long term abandonment and exposure to the elements and weather to the point of being irreversible in salvage or repairs. The units described as public nuisances are located in the Sunshine Garden Development

☎ 831-768-3050
✉ cdd@cityofwatsonville.org
🌐 www.cityofwatsonville.org

Community Development
Department
250 Main Street
Watsonville, CA 95076



City of Watsonville

"A Community of Opportunities"

project and located on lots: 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28. This nuisance notice also includes the foundations found on lots 3, 4, 5, and 6.

Definition of nuisance:

Remainder of the project site used for storage of abandoned and deteriorated or discarded construction materials. Full site clean up and debris removal is further expected to be performed.

Note:

This notice does not include single family home construction found on lots 1, 2, 59 and 60 and also duplex construction found on lots 55, 56, 57, and 58 as these structures are deemed repairable and/or capable of being completed to satisfy existing building codes.

DATED: This 13th day of August, 2021.

CITY OF WATSONVILLE

BY: Robin M. Allen

/s/Robin M. Allen
City Building Official

**US LONGTON, INC.**

12803 Schabarum Avenue
Irwindale, CA 91706-6808
626.282.2368
<http://www.uslongtoninc.com/>

AUTHOR'S CONTACT INFORMATION

Tel: 408.710.5562
lorenzo.sunshinegarden@gmail.com

August 20, 2021

Via Electronic Mail Only

Mayor and Members of the City Council
City of Watsonville
250 Main Street
Watsonville, CA 95076

Re: Pacific Sunshine Development Project - Watsonville, California
Response to Declaration of Nuisance and Notice to Abate Nuisance
City Council Hearing - August 24, 2021, Agenda Item 10.c

Mayor Dutra and Councilmembers:

My name is Lorenzo Jaso. I have been the project superintendent at Sunshine Gardens for the past two years. I write you part of the objections of the owner/developer, Pacific Sunshine Development ("PSD"), and its General Contractor, US Longton, Inc. ("Longton"), to the *Notice to Abate Nuisance* dated August 13, 2021, signed by Robin Allen, and to the proposed abatement of the alleged nuisance calendared for your August 24 meeting.

There is no factual basis for the claim of irreversible damage made by Mr. Allen. The notice supplies no information from any licensed professional such as an engineer, architect or even a contractor explaining the conclusion that demolition is required. Based on my experience, hands-on work at this project, and intimate knowledge of the buildings, demolition is not required.

MY OBSERVATIONS OF THE CONCRETE SLABS, WOOD FRAMING, OSB SHEATHING AND DECK

- Concrete Slabs I see little more than hairline cracks, which are completely normal for almost all concrete that ever has been poured. When one observes the locations where sections of concrete were removed from the slabs for testing, one can see that concrete thickness is about 6"-8" when the plans call for only 5". One also can see that the rebar is

significantly embedded. While it is called to be embedded halfway through a 5" thick slab, that means only 2.5" of embedment is necessary. This is the case throughout.

- Wood Framing - Throughout the entire project, there is no significant cracking, splitting, or rotting on a single piece of lumber. The lumber has fully dried and, as the lumber grader stated when he came to the jobsite over a year and a half ago, none of the visible lumber was below the stated lumber grade. With that being said, there are some visible signs of water staining, but it is only normal discoloration and mostly comes off when cleaned through Clean Tec's remediation.

- OSB -

- Exterior Sheathing. There is no visible delamination on about 80-90% of the exterior sheathing. In the areas where there is visible delamination, it is moderate. In order to avoid any dispute about this, we have communicated with Truitt Vance, the Engineer of Record ("EOR"), and he has recommended that we replace any piece of sheathing that has visible delamination. We agree.

- OSB Decking. As for the OSB deck over the 2nd floor framing on units 18-21 and 25-28. This area has been exposed and exhibits significant delamination, but it is not irreparable. Hochhauser Blatter Associates, the Architect of Record ("AOR"), and the EOR have recommended installing $\frac{3}{8}$ " plywood, glued and screwed over the existing floor system. A method of repair has yet to be designed, but it is forthcoming.

THE STRUCTURES ARE REPARABLE

There is no reason to claim that the structures are beyond repair. Since July 2019, we have been making repairs on framing issues that the City has deemed significant. There are few instances in the real world where any buildings in general are beyond repair; if they ever are deemed so, it is due to financial reasons not whether or not they are capable of being repaired. Demanding the demolition of units 7-28 and the foundations at units 3-6 is illogical based on the last site visit by the AOR (Mike Manzo) and EOR (Truitt Vance), where they visually inspected the foundations and non-structural slabs for units 7-28 and confirmed, after visual inspection and re-review of the radar scans of the slabs, that only five of the slabs required repairs. Even so, it was not confirmed that repair was required, it was more of a precautionary measure to repair some of these units.

Units 3-6 have no structures on them, so cannot be deemed irreparable. The City has not even requested any repair design for these units, but the AOR and EOR could prepare one if they even deemed any repairs necessary.

Units 7-10, 18-21 and 25-28 all have been exposed to the most weathering of all existing units, but this does not mean that they are unsalvageable. Per the last visit by the AOR and EOR described above, they are only concerned with a moderate amount of delamination on some of the exterior sheathing on all existing units, but that weathering is almost all cosmetic, is being remediated by the ongoing mold remediation, and is not a structural issue.

As far as “the project being used for storage of abandoned and deteriorated or discarded construction materials.” There is no factual basis to this claim either. Neither the project nor the construction materials have been abandoned or discarded, and they are not “deteriorated,” whatever Mr. Allen may mean by that. PSD and Longton have remained on site this entire time fighting with the City to be able to restart the project. Most of the material that is intended to be used on the actual structures themselves has been stored and protected from elements with 6 mil plastic sheeting. The mere act of attempting to save and store these materials alone negates the claim of abandonment.

Our AOR and EOR never once have said that any aspect of this project is beyond repair and in fact, these claims are in direct contradiction with their opinions. As the professionals who are legally accountable for this project, their opinions should hold substantially more weight than those of a building official who has little if any hands-on building experience or any engineering or architectural credentials.

CURRENT PROJECT STATUS

- SCM 1 & 9: We are currently about 70% complete with retention ponds SCM 1 and 9. The responsible independent engineer, Joe Akers, estimates the total cost of this portion of the work is \$551,510. At 70%, that work is currently valued at \$386,057.
- Mold Remediation: The July 23 report by M3 Environmental (Attachment 4 to Agenda Item 10.c) notes that the building surfaces it sampled were “weathered and discolored with no obvious mold growth,” although analytical results of the surface samples **suggests** “a fungal reservoir or amplification (growth) site present throughout the buildings on the weathered/stained surfaces.” M3 further observed that “the application of the “Fiberlock Instant Mold Stain Remover” was effective in destroying the mold growth if allowed to dwell on the surface.”

Mayor and Members of the City Council
City of Watsonville
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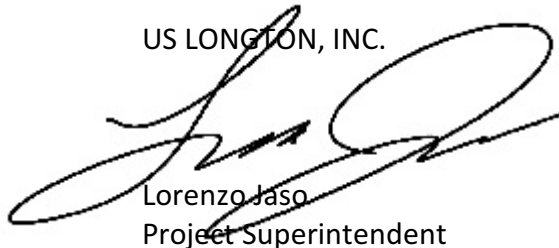
We therefore have treated the OSB sheathing on all units with "Fiberlock Instant Mold Stain Remover" with obvious efficacy. The interiors will be treated beginning Monday, August 23, 2021. Once remediation activities are complete, a visual inspection and/or surface sampling will be performed by M3 or another qualified third-party microbial consulting professional to confirm remediation effectiveness, and that report will be provided to Mr. Allen.

CONCLUSION

For all the foregoing reasons, I urge you to reject the proposed resolution and the underlying *Notice to Abate Nuisance*.

Very truly yours,

US LONGTON, INC.

A handwritten signature in black ink, appearing to read 'Lorenzo Jaso', is written over the printed name and title.

Lorenzo Jaso
Project Superintendent

LJ:t
cc: City Clerk
City Manager
J. Kenneth Gorman, Esq.
Pacific Sunshine Development, LLC
US Longton, Inc.



Project Number: 9683
August 20, 2021

Robert Allen, CBO
City of Watsonville
250 Main Street
Watsonville, CA 95076

Sunshine Garden Lots 7-28

Rob,

As additional cover to the letter provided to you from the Structural Engineer of Record, Truitt Vance, Mike Manzo and I writing to provide additional opinion which is very much in contrast to your position that the completed work on Lots 7-28 are "beyond salvage of repair".

To be precise, we have substantiated that very significant portions of completed framing work on the subject lots maintain significant integrity and subsequent value.

With diligent attention to the specific portions of the work requiring correction and remediation the vast majority of the subject framing work can be utilized and incorporated into completed structures that meet the approved design and the standards and requirements of the California Building Code adopted by the City of Watsonville.

We absolutely concur with Truitt Vance, Structural Engineer of Record, that it is prudent to facilitate commencement of construction so both the City of Watsonville and the Developer can benefit from completion of this project.

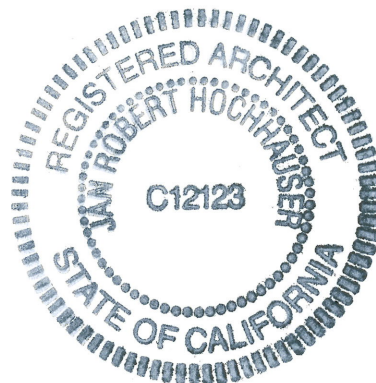
Sincerely,

Jan R. Hochhauser AIA, LEED AP – Architect of Record

A blue ink signature of Jan R. Hochhauser, written in a cursive style, positioned above a horizontal line.

Michael Manzo – Project Architect

A blue ink signature of Michael Manzo, written in a cursive style, positioned above a horizontal line.





1413 Monterey Street
San Luis Obispo, CA 93401
www.ashleyvance.com
(805) 545-0010

Project Number: 15769
August 19, 2021

Rob Allen, CBO
City of Watsonville
250 Main Street
Watsonville, CA 95076

Subject: Sunshine Gardens Lots 7-28
1773 San Victoria Ave.
Watsonville, CA 95076

Rob,

This letter is to provide a professional opinion of the condition of the partially constructed units 7 through 28 located at the address referenced above.

I have reviewed the letter dated August 13th, 2021 and take exception to the language on page 1: "to the point of being irreversible in salvage or repairs" I performed a site visit on June 8, 2021 and visited each unit in question over the space of about 2 hours.

As you know, most of the plywood has been replaced and remedial work was in process when the project was halted by the city a few years ago. Since then some of the plywood has weathered again, and portions of the plywood shearwalls and some of the plywood floors will need to be replaced as well. The vast majority of the framing lumber including wall studs, beams, headers, and manufactured wood beams are still in serviceable condition due to being largely shielded from the weather. These members are salvageable or can be repaired. We note that the salvageable members do not suffer from the same delamination issues that cause us to require full replacement of the plywood products.

The amount of wood framing in question is substantial and represents value not only in material but in labor as well. The value of additional labor and material that will be required to complete construction and repair weather damaged areas is substantially less than the constructed value of the rough framed units.

I do believe it is prudent to allow construction to continue up to the next city inspection point, which is presumably rough framing prior to cover.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Truitt Vance', with a stylized flourish at the end.

Truitt Vance, PE C67732
Principal Engineer
Ashley & Vance Engineering, Inc.



RE: Bio-retention Pond Permit Application

From: Lorenzo <lorenzo.sunshinegarden@gmail.com>
To: David Caneer <david.caneer@cityofwatsonville.org>

8/20/2021 6:09 PM

Copy to:

Hector Hu <hector.uslongton@gmail.com>
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Hey Dave,

Although I'm sure you're already aware of the status of the progress on SCM-1 & 9 I wanted to provide an update.

SCM-9

- Roughly 85% of the exterior of the pond has been shaped and vertically cut
- Roughly 80% of the pond has 1' class 2 permeable and 2' bio soil
- AD-3, 9, 10 & 5 have all been installed.
- Both outfall structures have been poured
- Eastern outfall has 15" SD installed
- 6" perf pipe installed throughout
- 12" SDR26 installed throughout excluding run from AD-2 to AD-3

SCM-1

- ST-1 has been installed
- OF-1 has been installed
- ST-2 has been installed
- AD-8 has been installed
- ST-3 has been installed
- Southern pond wall is at grade and vertical cut has been made
- Bottom of pond is at sub-grade
- SD pipe has been installed too and from all boxes listed above

Best,

Lorenzo
Project Manager – Sunshine Garden
(408) 710-5562