

---

STAFF REPORT

Date: July 21, 2021

To: TRPA Governing Board

From: TRPA Staff

Subject: Resolution of Enforcement Action: ZPP LLC; Unauthorized Grading and Disturbance of vegetation Without TRPA Approval, 253 S Martin Drive, Douglas County, NV, (Assessor's Parcel Number 1318-10-417-014).

---

Summary and Staff Recommendation:

Staff recommends that the Governing Board accept the proposed Settlement Agreement (Attachment A) in which ZPP LLC ("ZPP") agrees to pay a \$10,000 penalty to TRPA for the unauthorized grading and disturbance to vegetation without TRPA approval at 253 S Martin Drive, Douglas County, NV, Assessor's Parcel Number 1318-10-417-014 ("ZPP Property").

Required Motions:

In order to approve the proposed violation resolution, the Board must make the following motion, based on this staff summary:

A motion to approve the Settlement Agreement as shown in Attachment A.

In order for the motion to pass, an affirmative vote of any 8 members of the Board is required.

Violation Description/Background:

This violation involves unauthorized grading and disturbance to vegetation outside of the project area absent TRPA approval at the property located at 253 S Martin Drive, Douglas County, NV, Assessor's Parcel Number 1318-10-417-014 ("ZPP Property").

In response to a complaint in November 2020, TRPA staff discovered that a large amount of grading and landscaping in the front and rear of the ZPP Property had occurred inconsistent with the submitted Qualified Exempt application. Specifically, staff learned that ZPP had expanded the parking area in the front of the residence and created a large, terraced area in the rear of the property for a volleyball court. ZPP has explained that they were trying to create some additional parking and improve the landscaping around the property. The unauthorized grading and disturbance to vegetation without TRPA approval violated: TRPA Code Section 33.2 (Requiring TRPA approval for all grading and activities in excess of three cubic yards); Section 33.3.4 (Requiring that the disposal of solid or liquid materials, including soil, silt, clay, sand, or other organic or earthen materials, be reviewed and approved by TRPA); and Section 36.5.1 (Existing natural features outside of the building site shall be retained and incorporated into the site design to the greatest extent feasible. Projects shall be designed to avoid disturbance to rock outcrops and stream environment zones and to minimize vegetation removal and maintain the natural slope of the project site); TRPA Code Section 2.3.6 (The activities listed below are

not subject to review and approval by TRPA, provided the applicant certifies on a TRPA-qualified exempt form that the activity fits within one or more of the following categories and the activity shall not result in the creation of additional land coverage or relocation of existing land coverage, and will comply with all restrictions set forth below); TRPA Code Section 36.5.1 (Existing natural features outside of the building site shall be retained and incorporated into the site design to the greatest extent feasible. Projects shall be designed to avoid disturbance to rock outcrops and stream environment zones and to minimize vegetation removal and maintain the natural slope of the project site); and TRPA Code Section 33.6.1 (Vegetation shall not be disturbed, injured, or removed except in accordance with the Code or conditions of project approval during construction).

As of the date of this Staff Summary, TRPA is working with ZPP on the required restoration landscape plan. Pursuant to the attached Settlement Agreement, ZPP will pay a penalty of \$10,000 to TRPA for the unauthorized work. The Settlement is consistent with previous grading violations resolved in 2017 with both Sava Pentchev and James Luecke.

Regional Plan Compliance:

The Tahoe Regional Planning Compact Article VI (k), Compliance, provides for enforcement and substantial penalties for violations of TRPA ordinances or regulations. The proposed resolution complies with all requirements of the TRPA Goals and Policies, Plan Area Statements, and Code of Ordinances.

Contact Information:

For questions regarding this agenda item, please contact Steve Sweet, Code Compliance Program Manager, at (775) 589-5250 or [ssweet@trpa.gov](mailto:ssweet@trpa.gov).

Attachments:

A. Settlement Agreement

Attachment A

Settlement Agreement

### **SETTLEMENT AGREEMENT**

This Settlement Agreement is made by and between Craig Zager (“Zager”) and the Tahoe Regional Planning Agency (“TRPA”). This Settlement Agreement represents the full and complete compromise and settlement of certain violations alleged by TRPA, as described below:

In August 2020, TRPA staff inspected 253 South Martin Drive, Douglas County, Nevada, 2205 Inverness Road, South Lake Tahoe, CA, Assessor Parcel Number (APN) 1318-10-417-014 (“Zager Property”) and found the following not in compliance with the provisions of law or permit approval:

1. TRPA Code Section 2.3.6: The activities listed below are not subject to review and approval by TRPA, provided the applicant certifies on a TRPA-qualified exempt form that the activity fits within one or more of the following categories and the activity shall not result in the creation of additional land coverage or relocation of existing land coverage, and will comply with all restrictions set forth below. *The applicant submitted a qualified exempt declaration to TRPA with a scope of work that meets the requirements. The project has exceeded the scope of TRPA File Qexe2018-0546 by installing additional coverage and grading in excess of 7 cubic yards. The property has a large, flat backyard and an additional parking space on the street.*
2. TRPA Code Section 36.5.1: Existing natural features outside of the building site shall be retained and incorporated into the site design to the greatest extent feasible. Projects shall be designed to avoid disturbance to rock outcrops and stream environment zones and to minimize vegetation removal and maintain the natural slope of the project site. *Retaining walls have been built around the house to flatten the landscape. A large flat yard was created behind the house and a large flat parking pad was created near the street. The site plan shows natural contours around the house.*
3. TRPA Code Section 33.6.1: Vegetation shall not be disturbed, injured, or removed except in accordance with the Code or conditions of project approval during construction. *Vegetation was damaged and removed beyond the scope of the project. The site plan shows vegetation protection fencing in the backyard. This area had vegetation removed to create a flat backyard. Additionally, the site plan shows a 14” dbh tree behind the house. TRPA is not able to verify if that tree is still onsite.*

This Settlement Agreement is conditioned upon approval by the TRPA Governing Board. Execution of the Agreement prior to Board action shall not be binding on either party in the event that the Board does not authorize settlement on the terms set forth below:

In order to fully resolve the matter, the parties hereby agree as follows:

1. Zager shall pay TRPA \$10,000 within 30 days of Governing Board approval of this settlement agreement.

2. Zager shall restore the disturbed areas pursuant to a TRPA approved Landscape Restoration Plan. The plan shall be submitted **no later than October 15, 2021** and shall be completed within 90 days of approval.
3. If Zager fails to comply with any of the actions required by this Settlement Agreement, Zager confesses to judgment against them and in favor of TRPA in the amount of \$20,000 (payable immediately) and an injunction to enforce the terms of this Settlement Agreement. Zager also agrees to pay all reasonable attorneys fees and costs associated with collecting the increased settlement of \$20,000. Notwithstanding the foregoing, the confession of judgment shall not be filed unless TRPA has provided Zager with written notice of default and notice to cure such default within ten days of the date of written notice. If the default has not been cured by that time, TRPA may file the confession of judgment.
4. Once Zager has fully complied with all of the terms herein, TRPA shall release ZAGER of all claims arising out of their failure to follow TRPA procedures during the activities described in this Settlement Agreement.

The Settling Parties have read this Settlement Agreement and understand all of its terms. The Settling Parties have executed this Settlement Agreement after opportunity to review the terms with an attorney and acknowledges that the above-described activities constitute a violation of TRPA regulations. The Settling Parties agree to comply with all applicable TRPA requirements in the future.

Signed:

\_\_\_\_\_  
Craig Zager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joanne S Marchetta, Executive Director  
Tahoe Regional Planning Agency

\_\_\_\_\_  
Date