



STAFF REPORT

Date: April 17, 2024

To: TRPA Governing Board

From: TRPA Staff

Subject: Resolution of Enforcement Action: Jonathan Gallegos and Kingdom Tree Services; Unauthorized Tree Removal, 2675 Elwood Ave., South Lake Tahoe, CA, Assessor's Parcel Number (APN) 031-132-013, TRPA File No. CODE2024-0004.

Summary and Staff Recommendation:

Staff recommends that the Governing Board accept the proposed Settlement Agreement (Attachment A) in which Jonathan Gallegos ("Gallegos"), and Kingdom Tree Services ("Kingdom"), collectively referred to as the "Settling Parties", agree to pay a \$20,000 penalty to TRPA and attend the TRPA Tree Removal Seminar for the unauthorized removal of four trees over 14 inches diameter at breast height ("dbh") at the property located at 2675 Elwood Ave., South Lake Tahoe, CA, Assessor's Parcel Number (APN) 031-132-013 ("Property").

Required Motions:

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.

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

Violation Description/Background:

The removal of trees larger than 14 inches dbh without authorization from TRPA is a violation of TRPA Code section 61.1.5. In February 2024, TRPA staff inspected a complaint of excessive tree cutting on the Property, which is the site of an uninhabited single-family dwelling. During this inspection, TRPA staff discovered that several trees larger than 14 inches dbh had been removed without TRPA approval. After further investigation and discussion with Gallegos, TRPA staff determined that four trees between the sizes of 19-28 inches dbh were removed without any authorization from TRPA or the City of South Lake Tahoe. The trees were removed by Kingdom, a Sacramento-based tree removal company hired by Gallegos. Gallegos explained the trees were removed because they were causing safety concerns to the structure, however TRPA staff determined the trees were not an immediate threat and the Gallegos/Kingdom activity should have been reviewed and approved prior to removal.

The Settling Parties have accepted responsibility for the unauthorized removal of the four trees and have agreed to a settlement under which they will pay a penalty of \$20,000 to TRPA. Additionally, both

Kingdom and Gallegos will attend the next TRPA Tree Removal Seminar. Staff believes the Settlement Agreement represents an appropriate response to the violation and will help deter future violations of a similar nature.

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.

Attachments:

A. Settlement Agreement

Attachment A

Settlement Agreement



**TAHOE
REGIONAL
PLANNING
AGENCY**

Mail
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Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4
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SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between Jonathan Gallegos, Kingdom Tree Services and the Tahoe Regional Planning Agency ("TRPA"). Jonathan Gallegos and Kingdom Tree Services are collectively referred to as the "Settling Parties". This Settlement Agreement represents the full and complete compromise and settlement of certain violations alleged by TRPA, as described below:

In January 2024, The Tahoe Regional Planning Agency (TRPA) inspected the Property located at 2675 Elwood Ave., South Lake Tahoe, CA, Assessor's Parcel Numbers 031-132-013, and found that the following violations of the TRPA Code of Ordinances had occurred:

1. TRPA Code Section 2.3.2: The following activities are not subject to review and approval by TRPA, provided they do not result in the creation of additional land coverage or relocation of land coverage, comply with Sections 36.6 (Building Design Standards), 36.9 (Water Conservation Standards), 65.1 (Air Quality Control), and meet all restrictions set forth below. *Removal of trees greater than 14 inches dbh is not an exempt activity. Four (4) trees greater than 14" dbh removed without authorization.*
2. TRPA Code Section 61.1.5: The cutting, moving, removing, killing, or materially damaging of live trees, and the attachment of appurtenances to trees, shall comply with this subsection. The removal of trees 14 inches dbh or less shall be exempt from TRPA approval under subparagraph 2.3.2.M and requirements of this chapter, except as provided herein. Removal of trees greater than 14 inches dbh shall require approval by TRPA except as provided in subparagraphs 61.1.4.A.2 and 61.1.4.A.3. Removal of trees greater than six inches dbh on lakefront properties where the trees to be removed provide vegetative screening of existing structures as viewed from Lake Tahoe requires TRPA approval, except as provided in subsections 61.1.4.A.2 and 61.1.4.A.3. Permits shall be granted or denied in conformity with the provisions of this chapter. *Four (4) trees greater than 14" dbh removed without authorization.*

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. The Settling Parties shall pay TRPA \$20,000 within 30 days of Governing Board approval of this Settlement Agreement.
2. Jonathan Gallegos and Kingdom Tree Service will both attend the next tree removal seminar conducted by TRPA to improve their knowledge of TRPA tree permitting regulations.
3. If Settling Parties fails to comply with any of the actions required by this Settlement Agreement, the Settling Parties confess to judgment against them and in favor of TRPA in the amount of \$40,000 (payable immediately) and an injunction to enforce the terms of this Settlement Agreement. The Settling Parties also agree to pay all reasonable attorney fees and costs associated with collecting the increased settlement of \$40,000. Notwithstanding the foregoing, the confession of judgment shall not be filed unless TRPA

has provided the Settling Parties 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 the Settling Parties have fully complied with all of the terms herein, TRPA shall release the Settling Parties 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. 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:


Jonathan Gallegos

4-9-24
Date


Kingdom Tree Services

April 10th 2024
Date

Julie Regan, Executive Director
Tahoe Regional Planning Agency

Date