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STAFF REPORT

Date: April 17, 2024

To: TRPA Governing Board

From: TRPA Staff

Subject: Resolution of Enforcement Action: Nader and Brigitte Panah-Izadi; Unauthorized Tree Removal, Failure to implement and maintain temporary BMPs resulting in direct discharge to the waters of Lake Tahoe, and Unauthorized Construction in the Shorezone, 255 Drum Road, El Dorado County, CA, Assessor's Parcel Number (APN) 016-300-062, TRPA Project File No. ERSP2021-0568-01 and TRPA Enforcement File No. CODE2023-0090

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Summary and Staff Recommendation:

Staff recommends that the Governing Board accept the proposed Settlement Agreement (Attachment A) in which Nader and Brigitte Panah, (together "the Settling Parties"), agree to pay a \$55,000 penalty to TRPA, obtain a permit for all revisions, and restore all disturbed areas at the property located at 255 Drum Road, El Dorado County, CA, Assessor's Parcel Numbers 016-300-062 ("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:

In December 2023, TRPA staff conducted a routine inspection of the construction project on the Property. During this inspection, TRPA staff discovered that multiple large trees had been removed without TRPA approval, and that discharges into the waters of Lake Tahoe occurred from two different areas of the Property due to failures to properly stabilize the site and maintain adequate best management practices ("BMPs"). Staff also noted unauthorized construction of new stairs in the shorezone that were not on the approved plans.

After further investigation and discussion with the Settling Parties, TRPA staff determined that several violations of the permit and Code of Ordinances occurred. Specifically, the violations TRPA identified are as follows:

1. Unauthorized disturbance of soil between October 15 and May 1, and failure to properly winterize the site, in violation of TRPA Code Section 33.3.1.A.

2. Failure to install temporary erosion controls, in violation of TRPA Code Section 33.3.1.D.1.a.
3. Failure to install temporary vegetation protection measures, in violation of TRPA Code Sections 33.3.1.D.1.b, 33.6.1, 33.6.10.A, and 33.6.10.E, resulting in material damage to vegetation and at least four trees greater than 14" diameter breast height (dbh).
4. Failure to adequately stabilize disturbed areas, in violation of TRPA Code Section 33.3.1.D.1.c.
5. Failure to remove spoil piles as required, in violation of TRPA Code Section 33.3.1.D.1.f.
6. Failure to install permanent mechanical erosion control devices, in violation of TRPA Code Section 33.3.1.D.2.a.
7. Failure to restrict parking and operation of vehicles and equipment to paved areas, in violation of TRPA Code Section 33.3.1.D.2.
8. Unauthorized and uncontrolled indirect discharges to the waters of the region of solid or liquid waste materials, including soil, silt, clay, sand, or other organic or earthen materials, in violation of TRPA Code Section 33.3.2.B.
9. Failure to minimize the area and extent of excavations to avoid unnecessary soil disturbance, in violation of TRPA Code Section 33.3.6.C.
10. Failure to exclude certain materials or equipment from protected areas, in violation of TRPA Code Sections 33.6.9.B and 33.6.10.C, resulting in material damage to soils, vegetation, and trees greater than 14" dbh.
11. Failure to properly delineate and observe limits on area of disturbance, in violation of TRPA Code Section 36.12.
12. Failure to implement and maintain adequate Best Management Practices (BMPs), in violation of TRPA Code Section 60.4.3.A.
13. Creation of unauthorized land coverage in the backshore, in violation of TRPA Code Section 80.4.3.A.
14. Unauthorized removal of three trees greater than 30" dbh, in violation of TRPA Code Sections 61.1.5.

In discussions with TRPA staff, the Settling Parties disputed their responsibility for some of the alleged violations (on grounds that their actions were justified or that some other party was responsible). TRPA staff, however, maintain that the Settling Parties are ultimately responsible as the owner and general contractor, and that the violations are factually and legally supported. Ultimately, the Settling Parties agreed to resolve the violations, including those in dispute, and elected to enter a settlement agreement. Under the Agreement, the Settling Parties will pay a penalty of \$55,000 to TRPA, obtain a permit for all revisions, restore all disturbed areas on the Property, and plant native conifers in the conservation area and shorezone. Staff believes the Settlement Agreement represents an appropriate response to the violation and will help deter future violations of a similar nature. Although the

Settlement Agreement includes notations where TRPA staff and the Settling Parties may still disagree, the statements do not alter the legally binding nature of the Agreement.

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



**Mail**  
PO Box 5310  
Stateline, NV 89449-5310

**Location**  
128 Market Street  
Stateline, NV 89449

**Contact**  
Phone: 775-588-4547  
Fax: 775-588-4527  
[www.trpa.org](http://www.trpa.org)

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## SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between Nader and Brigitte Panah-Izadi (“Panah”) and the Tahoe Regional Planning Agency (“TRPA”) (together, “the Settling Parties”). This Settlement Agreement represents the full and complete compromise and settlement of certain violations alleged by TRPA, as described below:

In November and December 2023, TRPA inspected the Property located at 255 Drum Road, El Dorado County, CA, Assessor’s Parcel Numbers 016-300-062, TRPA File Number ERSP2021-0586, and found that the following violations of the TRPA Code of Ordinances have occurred (listed in no specific order):

1. Unauthorized disturbance of soil between October 15 and May 1, and failure to properly winterize the site, in violation of TRPA Code Section 33.3.1.A. Although Panah contends and TRPA does not dispute that TRPA granted Panah extensions to conduct work between October 15, 2023 and November 4, 2023, Panah acknowledges authorized work was conducted after November 4, 2023.
2. Failure to install temporary erosion controls, in violation of TRPA Code Section 33.3.1.D.1.a. Panah installed technical temporary erosion control measures by October 15, 2023, and later added more measures.
3. Failure to install temporary vegetation protection measures, in violation of TRPA Code Sections 33.3.1.D.1.b, 33.6.1, 33.6.10.A, and 33.6.10.E, resulting in material damage to vegetation and possibly four trees greater than 14” diameter breast height (dbh).
4. Failure to adequately stabilize disturbed areas, in violation of TRPA Code Section 33.3.1.D.1.c.
5. Failure to remove spoil piles as required, in violation of TRPA Code Section 33.3.1.D.1.f. Panah contends that Items 4 and 5, and TRPA does not dispute, was the result of cancelled stripping and the clean up of authorized activities due to the cease and desist order.
6. Failure to install permanent mechanical erosion control devices, in violation of TRPA Code Section 33.3.1.D.2.a.

7. Failure to restrict parking and operation of vehicles and equipment to paved areas, in violation of TRPA Code Section 33.3.1.D.2.
8. Unauthorized and uncontrolled indirect discharges to the waters of the region of solid or liquid waste materials, including soil, silt, clay, sand, or other organic or earthen materials, in violation of TRPA Code Section 33.3.2.B. Panah contends and TRPA does not dispute that the purported violation refers to run-off onto Drum Road that may have been discharged from another uphill property. Panah installed technical temporary erosion control measures by October 15, 2023, and later added more measures.
9. Failure to minimize the area and extent of excavations to avoid unnecessary soil disturbance, in violation of TRPA Code Section 33.3.6.C.
10. Failure to exclude certain materials or equipment from protected areas, in violation of TRPA Code Sections 33.6.9.B and 33.6.10.C, resulting in material damage to soils, vegetation, and trees greater than 14" dbh.
11. Failure to properly delineate and observe limits on area of disturbance, in violation of TRPA Code Section 36.12.
12. Failure to implement and maintain adequate Best Management Practices (BMPs), in violation of TRPA Code Section 60.4.3.A.
13. Creation of unauthorized land coverage in the backshore, in violation of TRPA Code Section 80.4.3.A.
14. Unauthorized removal of three trees greater than 30" dbh, in violation of TRPA Code Sections 61.1.5. Panah contends and TRPA does not dispute that the removal of at least two of the trees were because the trees were dead and posed a hazard.

Although, Panah disputes TRPA's contentions that Panah was responsible for the violations identified above, Panah desires to resolve this matter with TRPA. 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. Panah shall pay TRPA \$55,000 within 60 days of Governing Board approval of this Settlement Agreement.
2. Panah shall restore all disturbed areas pursuant to a TRPA approved restoration plan (the "Plan"). The Plan shall be submitted within 60 days of approval of this Agreement and the work necessary to implement the Plan shall be completed prior to October 1, 2024, subject to TRPA timely review and approval of the Plan.

3. All unauthorized work shall either be permitted through a plan revision or removed and restored pursuant to the Plan unless such restoration measures were already implemented pursuant to TRPA approval. Panah shall obtain a plan revision for all unauthorized work prior to continuance of those activities.
4. As mitigation for the unauthorized tree removal, Panah shall plant three 15–20-foot trees of the same type in a similar approved location(s). Such replanting shall be completed within 6 months of approval of the Plan. The three planted trees shall be inspected after two years for survival and may not be removed without TRPA approval. If any of the trees die within the first two years, a new tree shall be planted and monitored two years after planting. Additionally, Panah shall leave as is the greater than 30” dbh Cedar tree that was topped, and the remaining trunk shall not be further removed so that the trunk can serve as wildlife habitat.
5. In the event TRPA fails to timely review and approve the Plan or the plan revision for all unauthorized work, TRPA shall agree to an extension of time so that Panah has sufficient time to complete the work required by this Settlement Agreement. As mitigation for the removal of trees that provided vegetative screening, Panah shall obtain a new scenic analysis and submit a scenic restoration plan which will include the planting of two 15–20-foot native conifers to replace the one removed without authorization. The two planted trees in the shorezone shall be inspected after two years for survival and may not be removed without TRPA approval. If any of the trees die within the first two years, a new tree shall be planted and monitored for two years after planting.
6. If Panah fails to comply with any of the actions required by this Settlement Agreement and such failure to comply is not as a result of TRPA’s failure to timely act, Panah confess to judgment against them and in favor of TRPA in the amount of \$110,00 (payable immediately) and an injunction to enforce the terms of this Settlement Agreement. Panah also agrees to pay all reasonable attorneys fees and costs associated with collecting the increased settlement of \$110,000. Notwithstanding the foregoing, the confession of judgment shall not be filed unless TRPA has provided Panah 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.
7. Once Panah has fully complied with all of the terms herein, TRPA shall release Panah of all claims arising out of their failure to follow TRPA procedures during the activities described in this Settlement Agreement. Notwithstanding the foregoing and subject to the requirements of Paragraphs 2, 3, 4, and 5 in this section, TRPA shall acknowledge that the Property conditions have addressed TRPA’s concerns based on the work carried out to date and in compliance with 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 an opportunity to review the terms with an attorney and acknowledge 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.

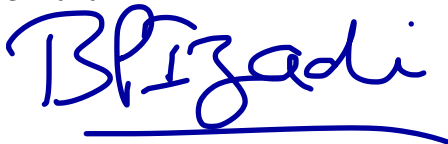
Signed:



\_\_\_\_\_  
Nader Panah

04/12/2024

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Date



\_\_\_\_\_  
Bridgette Panah

04/12/2024

\_\_\_\_\_  
Date

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Julie Regan, Executive Director  
Tahoe Regional Planning Agency

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Date