TAHOE REGIONAL PLANNING AGENCY

TRPA
PO Box 5310
128 Market Street
Stateline, NV 89449

STAFF REPORT

Date: March 18, 2026

To: TRPA Governing Board

From: TRPA Staff

Subject: Resolution of Enforcement Action, SDA Corp, Off-Season Grading, Vegetation Disturbance, Failure to Maintain BMPs, and Unauthorized Tree Removal, 6458 Donner Road, Placer County, California, Assessor's Parcel Number (APN) 112-070-021, TRPA File No. CODE2025-0058

Summary and Staff Recommendation:
Staff recommends that the Governing Board approve the proposed Settlement Agreement (Attachment A), under which SDA Corp agrees to pay $10,000 to TRPA for unauthorized tree removal and related soil disturbance activities at 6458 Donner Road, Placer County, California, Assessor's Parcel Number ("APN") 112-070-021 (the "SDA Property"). SDA Corp also agrees to submit a restoration plan for planting native conifers on the SDA Property.

Required Motions:
To approve the proposed Settlement Agreement, the Governing Board must make the following motion, based on the staff report:

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

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

Violation Description/Background:
SDA Corp is the owner of record of the SDA Property. In June 2025, TRPA received a report of unauthorized tree removal on the SDA Property. The SDA Property is currently under review for a new single-family dwelling and TRPA had previously issued a tree removal permit for thinning the vacant parcel in July 2024.

After further investigation and discussion with SDA Corp representatives, TRPA determined that one Jeffrey pine approximately 30 inches diameter-at-breast-height ("dbh") was removed without prior authorization from TRPA or Placer County. The subject tree was not approved for removal under the July 2024 permit issued by TRPA. TRPA Code of Ordinances ("Code"), Section 61.1.5 requires TRPA approval for removal of trees greater than 14 inches dbh. Removal of the subject tree occurred in violation of the TRPA Code.

TRPA identified additional activities occurred on the SDA Property in violation of the TRPA Code. These activities include removal of tree stumps, unauthorized grading occurred after the October 15th grading season deadline, and failure to install temporary BMPs installed to prevent erosion and tracking off site. The attached Settlement Agreement fully describes these additional activities and the resulting violations of TRPA Code.

SDA Corp has taken responsibility for the unauthorized activities and has agreed to the proposed Settlement Agreement in which they will pay a penalty of $10,000 to TRPA and plant three 10-15 foot native conifers around the new construction.

Regional Plan Compliance:
Article VI(k) of the Tahoe Regional Planning Compact ("Compact") requires TRPA to monitor activities in the region and bring enforcement actions to ensure compliance with the Regional Plan and adopted ordinances, rules, regulations, and policies. Article VI(l) of the Compact permits TRPA to seek civil penalties for violations of the Compact or its corresponding ordinances and regulations. This proposed resolution complies with all requirements of the Compact, Regional Plan, and Code of Ordinances.

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

To submit a written public comment, email publiccomment@trpa.gov with the appropriate agenda item in the subject line. Written comments received by 4 p.m. the day before a scheduled public meeting will be distributed and posted to the TRPA website before the meeting begins. TRPA does not guarantee written comments received after 4 p.m. the day before a meeting will be distributed and posted in time for the meeting.

Attachments:
A. Settlement Agreement

Attachment A

SDA Corp Settlement Agreement

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SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between SDA Corp 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:

SDA Corp is the owner of record of the property located at 6458 Donner Road, Placer County, California, Assessor's Parcel Number (APN) 112-070-021 (the "SDA Property").

In June 2025, TRPA investigated a report of unauthorized tree removal at the SDA Property and found that the following violations of the TRPA Code of Ordinances ("Code") had occurred:

1. TRPA Code of Ordinances § 2.3.2.E: Excavation, Filling, or Backfilling Excavation, filling, or backfilling for a volume not in excess of three cubic yards, provided the activity is completed within a 48-hour period and the excavation site is stabilized to prevent erosion. Excavation, filling, or backfilling for a volume up to ten cubic yards is exempt on non-sensitive land only and provided the activity occurs during the grading season (May 1 to October 15) and the excavation site is stabilized within 48 hours to prevent erosion. Changes to existing grade shall not exceed two vertical feet in any location and shall not alter existing drainage patterns except as needed to implement water quality BMPs. This exemption shall not be construed to exempt a series of excavations, filling, or backfilling that collectively would constitute a project. *Backfilling excavation to fill area where one tree over 30 inches dbh was removed without authorization has exceeded ten cubic yards of material and therefore is not an exempt activity.*

2. TRPA Code of Ordinances § 33.3.1.A: Excavation, filling, and clearing of vegetation or other disturbance of the soil shall not occur between October 15 and May 1 of each year, unless approval has been granted by TRPA pursuant to subparagraph B below. Prior to October 15, all construction sites shall be winterized pursuant to subparagraph D below. *Soil disturbing activities have occurred without TRPA authorization.*

3. TRPA Code of Ordinances § 33.6.1: Vegetation shall not be disturbed, injured, or removed except in accordance with the Code or conditions of project approval during construction. All trees, major roots, and other vegetation, not specifically designated and approved for removal in connection with a project shall be protected according to methods approved by TRPA. *Tree roots were damaged and removed from the parcel not in accordance with TRPA approved methods.*

4. TRPA Code of Ordinances § 33.6.10.C: In order to protect trees designated to be retained during construction, no material or equipment shall enter or be placed in the areas protected by fencing or outside the construction areas without prior approval from TRPA. *Vegetation protection fencing was not installed or maintained on site and resulted in material damage to two trees with a dbh greater than 14 inches and disturbance outside the construction boundary.*

5. TRPA Code of Ordinances § 60.4.3.A: Temporary BMPs in accordance with the Handbook of Best Management Practices, and as required in Section 33.5, shall be implemented on construction sites and maintained throughout the construction period until winterization and permanent BMPs are in place. *Temporary BMPs were not maintained and/or were not installed.*

6. TRPA Code of Ordinances § 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*. A minimum of one tree over 30 inches dbh has been removed without TRPA or cooperating agency authorization.*

7. TRPA Code of Ordinances § 61.1.6.A.3: Minimum Standards for Tree Removal The minimum standards for tree removal shall be provided below. A. Cutting Practices The following cutting practice standards apply: All live trees to be cut shall be marked on bole and stump with paint by, or under the supervision of, a qualified forester prior to TRPA approval. Trees to be removed or protected may be designated by other means in situations involving clear cuts or thinning of exceptionally dense thickets, or other situations that warrant an alternate method of designation. The alternate method shall be stated in the plans and must be approved by TRPA. *A minimum of one tree over 30 inches dbh has been removed from the parcel and was not marked at the stump by or under the supervision of the TRPA Forester or a cooperating agency prior to removal. The tree in question was not approved by TRPA for removal.*

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. SDA Corp shall pay TRPA $10,000 within 90 days of Governing Board approval of this Settlement Agreement.

2. SDA Corp shall submit a restoration plan that outlines the planting of three 10 to 15-foot-tall native conifers on the SDA Property. The trees shall be planted along with the new construction of the residence and shall be planted and showing new growth prior to the release of project security.

3. If SDA Corp fails to comply with any of the actions required by this Settlement Agreement, TRPA reserves the right to file a judicial action to seek enforcement of this Settlement Agreement and/or seek penalties under Article VI(l) of the Tahoe Regional Planning Compact ("Compact") for the violations of TRPA Code described in this Agreement. SDA Corp also agrees to pay all reasonable attorney fees and costs incurred by TRPA in pursuing such a judicial action. Notwithstanding the foregoing, TRPA shall not initiate a judicial action unless TRPA has provided SDA Corp 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 pursue a judicial action as described in this paragraph.

4. Once SDA Corp has fully complied with all of the terms herein, TRPA shall release SDA Corp of all claims arising out of the alleged violations of TRPA Code and procedures during the activities described in this Settlement Agreement. SDA Corp agrees that the statute of limitations applicable to the alleged violations of TRPA Code set forth in Article VI(j)(4) of the Compact is and shall remain tolled until SDA Corp has complied with all terms of this Agreement, and SDA Corp waives any statute of limitations defense to those alleged violations until the Agreement is fully satisfied.

SDA Corp has read this Settlement Agreement and understands all of its terms. SDA Corp has executed this Settlement Agreement after opportunity to review the terms with an attorney and acknowledge that the above-described activities constitute a violation of TRPA regulations. The SDA Corp agree to comply with all applicable TRPA requirements in the future.

Signed:

Jaime Costo

SDA Corp

3/10/26
Date

Julie W. Regan, Executive Director
Tahoe Regional Planning Agency

Date