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STAFF REPORT

Date: March 20, 2024

To: TRPA Governing Board

From: TRPA Staff

Subject: Resolution of Enforcement Action: Alpine View Estates LLC; Unauthorized Tree Removal  
6731 N. Lake Boulevard, Placer County, CA, Assessor's Parcel Number (APN) 117-071-053,  
TRPA File No. ERSP2020-1404.

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Summary and Staff Recommendation:

Staff recommends that the Governing Board accept the proposed Settlement Agreement (Attachment A) in which Alpine View Estates LLC ("Alpine View") agrees to pay a \$30,000 penalty to TRPA and plant six native conifers for the unauthorized tree removal of three trees over 40 inches diameter at breast height ("dbh") at the property located at 6731 N. Lake Boulevard, Placer County, CA, Assessor's Parcel Number (APN) 117-071-053 ("Alpine View 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. Additionally, TRPA's ordinance for old growth enhancement and protection requires the retention of healthy and structurally sound trees larger than 30 inches dbh within non-SEZ urban areas unless no reasonable alternative exists to retain the tree, including modification of design plans. (TRPA Code section 61.3.7.B.)

In December 2023, TRPA staff received complaints of excessive tree cutting on the multi-family dwelling construction project located on the Alpine View Property. TRPA staff inspected the site that same month and reviewed the project permit. Staff found that most of the trees were removed in accordance with Alpine View's approved construction plans. Unfortunately, however, TRPA staff also discovered that Alpine View removed three healthy trees larger than 40 inches dbh without TRPA approval. These trees were not identified for removal in Alpine View's permit, and upon further analysis, TRPA staff determined that the findings to allow for the removal of such trees would not have been possible during design review of the project. Alpine View representatives admitted the three trees were removed without TRPA approval.

Alpine View has accepted responsibility for the unauthorized activities and has agreed to a settlement where they will plant six mature 15-20 foot native conifers in TRPA approved locations and pay a penalty of \$30,000 to TRPA. 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](mailto:ssweet@trpa.gov).

Attachments:

- A. Settlement Agreement

Attachment A

Settlement Agreement

## SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between Alpine View Estates LLC (“Alpine View”) 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 January 2024, The Tahoe Regional Planning Agency (TRPA) inspected the Property located at 6731 N Lake Blvd, Tahoe Vista, Placer County, CA, Assessor’s Parcel Numbers 117-071-053, TRPA File Number ERSP2020-1404 and found that the following violations of the TRPA Code of Ordinances had occurred:

1. TRPA Code Section 2.3.2.O: The removal of live trees 14 inches dbh or less that are not on lakeshore properties is exempt as provided in subsection 61.1.5 and subparagraph 61.3.3.B.3. Three trees greater than 14” were removed without TRPA authorization.
2. 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. 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. Three trees, 41P, 43P and 44P, noted to be retained on TRPA approved plans were removed without TRPA authorization.
3. TRPA Code Section 33.6.10: All trees designated to be retained during construction shall be protected as follows: Fencing shall be placed no closer than the dripline of the tree(s)...No material or equipment shall enter or be placed in the areas protected by fencing or outside the construction areas. Trees which were to remain onsite were removed without authorization or approval.
4. 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.

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. Alpine View shall pay TRPA \$30,000 within 30 days of Governing Board approval of this Settlement Agreement.
2. As mitigation for the unauthorized activities, Alpine View shall plant six 15-20 foot trees of the same type in similar approved location. The restoration shall be complete within 6 months of approval.
3. If Alpine View fails to comply with any of the actions required by this Settlement Agreement, Alpine View confesses to judgment against them and in favor of TRPA in the amount of \$60,000 (payable immediately) and an injunction to enforce the terms of this Settlement Agreement. Alpine View also agrees to pay all reasonable attorneys fees and costs associated with collecting the increased settlement of \$60,000. Notwithstanding the foregoing, the confession of judgment shall not be filed unless TRPA has provided Alpine View 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 Alpine View has fully complied with all of the terms herein, TRPA shall release the Alpine View of all claims arising out of his failure to follow TRPA procedures during the activities described in this Settlement Agreement.

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

Signed:

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Alpine View Estates LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Regan, Executive Director  
Tahoe Regional Planning Agency

\_\_\_\_\_  
Date