



STAFF REPORT

Date: December 6, 2023

To: TRPA Governing Board

From: TRPA Staff

Subject: Resolution of Enforcement Action: Greenleaf Ventures Ca LLC; Unauthorized Disturbance to SEZ, Failure to Install and Maintain Construction BMPs, and Material Damage to Trees, 1650 Iroquois Circle, El Dorado County, CA, Assessor's Parcel Numbers 034-171-003 and 1654 Iroquois Circle, El Dorado County, CA, Assessor's Parcel Numbers 034-171-002

Summary and Staff Recommendation:

Staff recommends that the Governing Board accept the proposed Settlement Agreement (Attachment A) in which Greenleaf Ventures Ca LLC ("Greenleaf") agrees to pay a \$25,000 penalty to TRPA for the unauthorized disturbance to an SEZ, failure to install and maintain construction BMPs, and material damage to trees at the properties located at 1650 Iroquois Circle, El Dorado County, CA, Assessor's Parcel Numbers 034-171-003 and 1654 Iroquois Circle, El Dorado County, CA, Assessor's Parcel Numbers 034-171-002 ("Greenleaf Properties").

Required Motions:

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

- 1) 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:

In July 2023, TRPA staff and the El Dorado County Building Department inspected the Greenleaf Properties to investigate temporary BMP issues. During this inspection, TRPA staff discovered that an unauthorized construction access was used between the two properties and a large amount of disturbance occurred to stream environment zone (SEZ) between the two properties and several trees had been damaged by equipment.

After further investigation, TRPA staff also determined that proper construction BMPs had not been installed or maintained allowing several trees to be damaged by equipment. These unauthorized activities occurred in violation of TRPA Code Section 2.3.1 (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), 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), Code Section 36.12 (The area of disturbance during construction of a structure shall be limited to the area between the footprint of the building and the public road. For the remainder of the site the disturbance area shall not exceed 12 feet from the footprint of the structure), Code Section 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), and 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).

Greenleaf was issued a corrective action in 2022 for unauthorized construction access on another part of the Greenleaf property, therefore, staff believes that Greenleaf has full knowledge of TRPA's construction requirements and is responsible to obtain approval for this activity. Greenleaf has taken full responsibility for the unauthorized activities and has agreed to a settlement where they will restore all disturbed areas, maintain all proper construction BMPs, and pay a penalty of \$25,000 to TRPA. As of this staff report, Greenleaf has completed the restoration which will be monitored over the next building season to make sure the vegetation is maintained and established.

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.

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.

Attachment:

- 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.gov

SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between Greenleaf Ventures CA LLC (“Greenleaf”) 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 July 2023, The Tahoe Regional Planning Agency (TRPA) inspected the neighboring Properties located 1650 Iroquois Circle, El Dorado County, CA, Assessor’s Parcel Numbers 034-171-003 and 1654 Iroquois Circle, El Dorado County, CA, Assessor’s Parcel Numbers 034-171-002 and found that the following violations of the TRPA Code of Ordinances had occurred:

1. TRPA Code Section 2.3.1: 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. *Creation of unauthorized access to construction site is not an exempt activity. Disturbance to an SEZ is not an exempt activity and requires authorization from TRPA.*
2. 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. *Tree protection fencing was not installed or not installed properly.*
3. TRPA Code Section 36.12: The area of disturbance during construction of a structure shall be limited to the area between the footprint of the building and the public road. For the remainder of the site the disturbance area shall not exceed 12 feet from the footprint of the structure. *Area outside of the project area used as construction access without authorization or approval.*
4. TRPA Code Section 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 installed properly and were not functional.*

5. 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. *Material damage to seven trees which were to remain 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. Greenleaf shall pay TRPA \$25,000 within 30 days of Governing Board approval of this Settlement Agreement.
2. As mitigation for the unauthorized activities, Greenleaf shall submit a restoration plan for the disturbed SEZ between the two properties. The restoration plan shall be complete within 6 months of approval.
3. If Greenleaf fails to comply with any of the actions required by this Settlement Agreement, Greenleaf confesses to judgment against them and in favor of TRPA in the amount of \$50,000 (payable immediately) and an injunction to enforce the terms of this Settlement Agreement. Greenleaf also agrees to pay all reasonable attorneys fees and costs associated with collecting the increased settlement of \$50,000. Notwithstanding the foregoing, the confession of judgment shall not be filed unless TRPA has provided Greenleaf 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 Greenleaf has fully complied with all of the terms herein, TRPA shall release the Greenleaf of all claims arising out of his failure to follow TRPA procedures during the activities described in this Settlement Agreement.

Greenleaf has read this Settlement Agreement and understands all of its terms. Greenleaf has 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. Greenleaf agrees to comply with all applicable TRPA requirements in the future.

Signed:

Greenleaf Ventures CA LLC

Date

Julie W. Regan, Executive Director
Tahoe Regional Planning Agency

Date