

STAFF REPORT

Date: August 19, 2020

To: TRPA Governing Board

From: TRPA Staff

Subject: Resolution of Enforcement Action: Calpac Properties, Inc.; Unauthorized Tree Removal, 350 Granite Road, Placer County, CA, Assessor's Parcel Number 116-030-060 and 370 Granite Road, Placer County, CA, Assessor's Parcel Number 116-030-059.

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Summary and Staff Recommendation:

Staff recommends that the Governing Board accept the proposed Settlement Agreement (Attachment A) in which Calpac Properties, Inc. ("Calpac") agrees to pay a \$30,000 penalty to TRPA for the removal of 6 trees over 14 inches DBH without authorization at the properties located at 350 Granite Road, Placer County, CA, Assessor's Parcel Number 116-030-060 and 370 Granite Road, Placer County, CA, Assessor's Parcel Number 116-030-059 ("Calpac Properties").

Required Motions:

In order 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.

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

Violation Description/Background:

In March 2020, TRPA staff and the Placer County Building Department inspected the Calpac Properties to investigate temporary BMP issues. During this inspection, TRPA staff discovered that several trees larger than 14 inches DBH had been removed that were not authorized on the approved plans.

After further investigation and discussion with Kelly Smith ("Smith"), Calpac representative, TRPA staff determined that six trees between the sizes of 15-30 inches DBH were removed without any authorization from TRPA or Placer County. Tree removal of trees larger than 14 inches DBH without authorization is a violation of TRPA Code Section 61.1.5 (requiring TRPA approval for removal of all trees greater than 14 inches DBH or 6 inches DBH on lakefront properties where the trees to be removed provide vegetative screening of existing structures as viewed from Lake Tahoe) and Section 2.3.2.M (the tree removal is a non-exempt project and must be reviewed by TRPA).

Calpac has taken full responsibility for the unauthorized activities and has agreed to a settlement where they will plant six mature 10-20 foot native conifers in similar locations from where the trees were removed and pay a penalty of \$30,000 to TRPA.

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.org](mailto:ssweet@trpa.org).

Attachments:

- A. Settlement Agreement

Attachment A

Settlement Agreement

### SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between Calpac Properties Inc (“Calpac”) 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 March 2020, The Tahoe Regional Planning Agency (TRPA) inspected the Property located 350 Granite, Placer County, CA, Assessor’s Parcel Number 116-030-060 and 370 Granite Road, Placer County, CA, Assessor’s Parcel Number 116-030-059 and found that the following violations of the TRPA Code of Ordinances had occurred:

- Unauthorized tree removal of 6 trees larger than 14 inches DBH in violation of TRPA Code Section 61.1.5 (requiring TRPA approval for removal of all trees greater than 14 inches DBH) and Section 2.3.2.M (the tree removal is a non-exempt project and must be reviewed by TRPA). *6 trees greater than 14 inches dbh were removed without approval on the single family dwelling project. No permits or authorization was issued by any applicable agency for the removal of the 6 live trees larger than 14 inches dbh.*

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. Calpac shall pay TRPA \$30,000 within 30 days of Governing Board approval of this Settlement Agreement.
2. As mitigation for the unauthorized tree removal, Calpac shall plant 6 mature 10-20 foot Native conifers in a similar location where the trees have been removed on both properties. The 6 planted trees shall not be removed without a TRPA tree removal permit. The new trees will be identified by a site map and these requirements will be passed on to any future property owners along with a copy of this Settlement Agreement.
3. If Calpac fails to comply with any of the actions required by this Settlement Agreement, Calpac 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. Calpac 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 Calpac 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 Calpac has fully complied with all of the terms herein, TRPA shall release the Calpac of all claims arising out of his failure to follow TRPA procedures during the activities described in this Settlement Agreement.

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

Signed:

\_\_\_\_\_  
Calpac Properties Inc

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Date

\_\_\_\_\_  
Joanne S Marchetta, Executive Director  
Tahoe Regional Planning Agency

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Date