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## STAFF REPORT

Date: March 17, 2021

To: TRPA Governing Board

From: TRPA Staff

Subject: Resolution of Enforcement Action: Matt Mora and Brent Johnson; Commencement of a project without a Pre-Grade Inspection and Unauthorized Grading Outside the Grading Season, CODE2020-0120, 2205 Inverness Drive, South Lake Tahoe, CA, Assessor's Parcel Number 022-051-080.

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### Summary and Staff Recommendation:

Staff recommends that the Governing Board accept the proposed Settlement Agreement (Attachment A) in which Matt Mora ("Mora") and Brent Johnson ("Johnson") agree to pay a \$20,000 penalty to TRPA for commencement of a project without a pre-grade inspection and unauthorized grading outside of the TRPA grading season at 2205 Inverness Drive, South Lake Tahoe, CA, Assessor's Parcel Number 022-051-080 ("Johnson Property").

### 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 October 2020, Mora started the demolition of single-family dwelling located on the Johnson Property with the goal to complete the grading prior to the October 15<sup>th</sup> grading deadline or get approved for a grading season exception. Mora applied for a TRPA Grading Season Exception on October 30, 2020 to dig a residential foundation. TRPA staff could not make the findings for a Grading Season Exception and informed Mora that his request was denied. Mora was required at that time to stop all work and winterize the site.

On November 2, 2020, TRPA staff inspected the project and found that Mora decided to continue working against TRPA direction to cease all work. TRPA issued a cease and desist for the unauthorized activity and, again, required Mora to stop and winterize the site. TRPA staff followed up with a phone call on November 3, 2020 after the issuance of the cease and desist confirming the direction to stop all work.

On November 4, 2020 TRPA staff inspected the site for a second time and found that Mora had continued grading and was starting to construct the forms for pouring the foundation. Mora explained that he misunderstood TRPA's direction. TRPA staff is confident that their direction to discontinue all work was conveyed clearly during the November 3<sup>rd</sup> phone conversation. TRPA staff issued a second cease and desist again requiring Mora to stop all work and winterize the site.

After additional site meetings and discussions with Johnson, the property owner, staff determined that the unauthorized construction activities during the winter season occurred in violation of TRPA Code Section TRPA Code Section 5.3.1 (A pre-grade inspection is required prior to the commencement of work to determine pre-grading conditions of approval have been satisfied); TRPA Code Section 5.4.2 (The cease and desist order shall describe the action which shall be taken before the cease and desist order will be withdrawn...The order shall require compliance with its terms by a date and state that failure to comply shall result in revocation of the permit, or other enforcement actions); TRPA Code Section 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); and TRPA Code Section 33.3.1.D (All construction sites shall be winterized by October 15 to reduce water quality impacts associated with winter weather as follows).

Mora has explained that he thought he would be able to pay a penalty and continue working on the house. Mora is a contractor in the Tahoe Basin currently working on several projects and is familiar TRPA rules and regulations. After further discussions with Mora and Johnson, both have agreed to a settlement where, a) the property is winterized, b) all work will stop until May 1, 2021, and c) the Settling Parties will pay a penalty of \$20,000 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 Matt Mora (“Mora”), Robert Johnson (“Johnson”), 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 November 2020, TRPA staff inspected 2205 Inverness Road, South Lake Tahoe, CA, multiple times and found the following not in compliance with the provisions of law or permit approval:

1. TRPA Code Section 5.3.1: A pre-grade inspection is required prior to the commencement of work to determine pre-grading conditions of approval have been satisfied. *A pregrade inspection has not been done with the CSLT building department. This is a requirement to start construction on a TRPA project.*
2. TRPA Code Section 5.4.2: The cease and desist order shall describe the action which shall be taken before the cease and desist order will be withdrawn...The order shall require compliance with its terms by a date and state that failure to comply shall result in revocation of the permit, or other enforcement actions. *Work continued after TRPA issued a Cease and Desist notice on 11/2/20. A follow up inspection and conversation with Matt Mora shows he willfully continued working after receiving a notice.*
3. TRPA Code Section 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. *This project started demolition on 10/15/20 and was not eligible for a grading season exception. The site proceeded to excavate, clear vegetation and disturb the soil for construction without approval from TRPA.*
4. TRPA Code Section 33.3.1.D: All construction sites shall be winterized by October 15 to reduce water quality impacts associated with winter weather as follows: *The construction site was not winterized by 10/15/20. The site was stable at the winterization deadline because it had an existing house and landscaping. The unauthorized construction has disturbed the parcel and are in violation of the winterization requirements.*

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. The Settling Parties (Mora and Johnson) shall pay TRPA \$20,000 within 30 days of Governing Board approval of this settlement agreement.
2. If the Settling Parties fail to comply with any of the actions required by this Settlement Agreement, the Settling Parties confess to judgment against them and in favor of TRPA in the amount of \$40,000 (payable immediately) and an injunction to enforce the terms of this

Settlement Agreement. The Settling Parties also agree to pay all reasonable attorneys fees and costs associated with collecting the increased settlement of \$40,000. Notwithstanding the foregoing, the confession of judgment shall not be filed unless TRPA has provided the Settling Parties 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.

3. Once the Settling Parties have fully complied with all of the terms herein, TRPA shall release the Settling Parties of all claims arising out of their failure to follow TRPA procedures during the activities described in 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 opportunity to review the terms with an attorney and acknowledges 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:

\_\_\_\_\_  
Matt Mora

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Johnson

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date