

AGENDA

TRI-COUNTY TECHNICAL ADVISORY COMMITTEE

Friday, November 7 2014*

10:00 A.M.

KMPUD Community Services Building, Loop Road, Kirkwood, CA

***NOTE: During the winter months, please check with the Alpine County Planning Department at 530-694-2140 to make sure the meeting has not been canceled due to inclement weather!**

For further information on any of the agenda items, please contact Alpine County Planning Department at (530) 694-2140.

Off-agenda items must be approved by the Tri-County Technical Advisory Committee pursuant to Section 5496.5 of the Government Code.

- A. Call to Order
- B. Approve Agenda
- C. Correspondence
- D. Minutes
- E. Public Matters: Information items and persons wishing to address the Committee regarding non-agenda items.
- F. Mitigation Monitoring Programs
- G. Agenda Items:

ITEM NO. 1: Review and possible approval of a single permanent building identification sign permit for the Sun Meadows Condominiums Buildings 3 and 4, located at 1350 and 1360 Kirkwood Meadows Drive

Applicant: Sun Meadows Buildings 3 and 4 Homeowners Association
Location: 1350 and 1360 Kirkwood Meadows Drive

ITEM NO. 2: Discussion of tree removal in Kirkwood and the requirements of the Kirkwood Tree Removal Ordinance

Applicant: KMPUD

SECTION 2 (DESIGN HISTORIC/MULTI-USE SIGNS ONLY)

Sign Location Sketch (Detailed site plan, including pedestrian building entrances and vehicle access to the site).

see attached!

Sign design format (include dimensions, materials, colors, quantity, illumination, framework, location on the building, and/or placement of a freestanding sign. A cross section is required to show the manner of construction and installation on the building).

see attached

SECTION 3 (SIGN AREA BONUS PROGRAM ONLY)

Time frame for sign construction

Participants in program

Tahoe Signs of Tahoe

A. Action taken and permit conditions of approval

Denied

Approved, subject to conditions checked below:

Location of sign shall comply with the attached site plan.

Lighting for the sign shall be directed downward to minimize glare impact to motorists and adjacent properties

Staff Planner	Date
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TEL# 888-8

DATE

CUSTOMER NOTICE

ALL INFORMATION CONTAINED
HEREIN IS THE PROPERTY OF
SUN MEADOWS & ASSOCIATES
AND IS NOT TO BE REPRODUCED
OR TRANSMITTED IN ANY FORM
OR BY ANY MEANS, ELECTRONIC
OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION
SYSTEMS WITHOUT PERMISSION
IN WRITING FROM SUN MEADOWS
& ASSOCIATES.

PAID BY / LOCATION ADDRESS

ADDRESS:

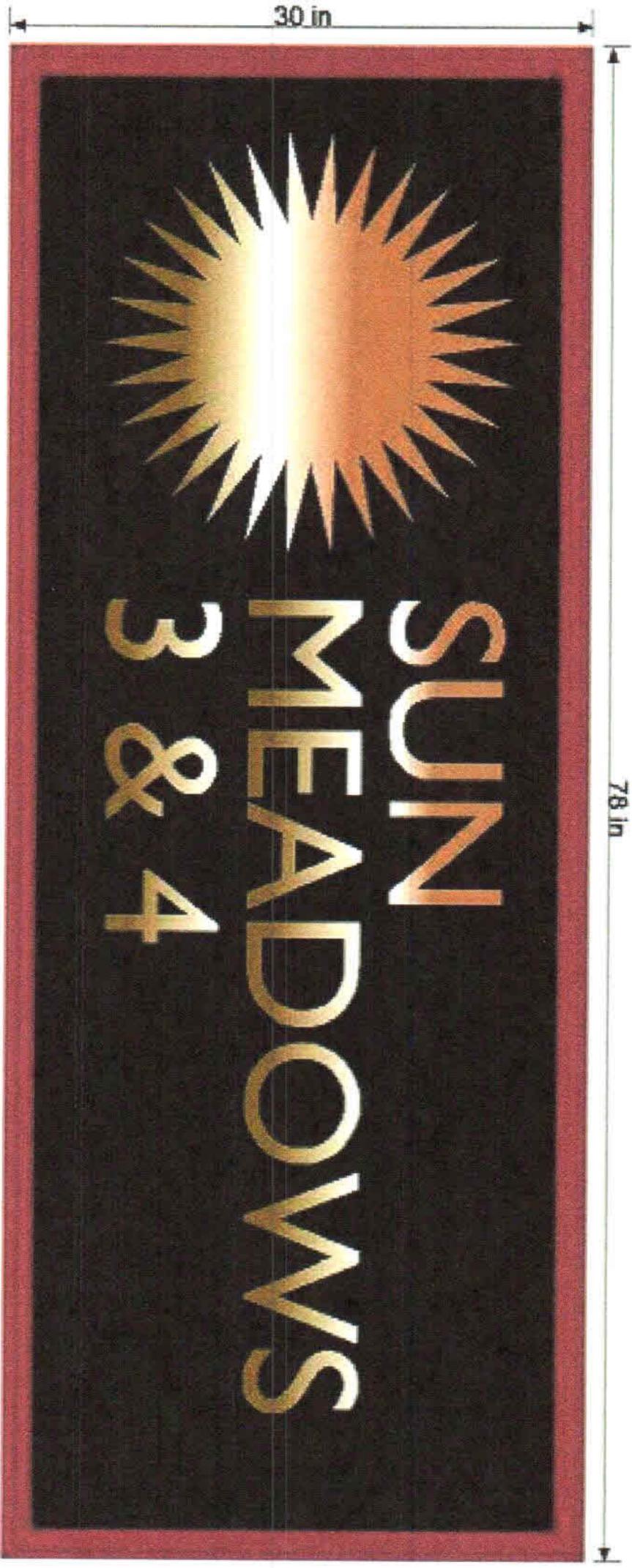
CITY:

CUSTOMER APPROVAL

- ACCEPTED WITH NO CHANGES
- ACCEPTED WITH CHANGES AS NOTED
- RETURN AS NOTED AND REBUILT

TELEPHONE

FAX



www.signsbydesign.com
 8540 EMERALD BAY RD
 SOUTH LAKE BUENA VISTA
 CA 90160

530-544-0265
 FAX: 530-544-0261



SUN
MEADOWS



Conditional Sales Agreement

www.signsoftahoe.com

854D EMERALD BAY RD. SOUTH LAKE TAHOE, CA 96150 530-544-0285 FAX: 530-544-0281 email: mick@signsoftahoe.com

Business Name: Sun Meadows 3 & 4 Homeowner's Association

Date: 2/14/14

Purchaser: Doug M. Hinds

Mailing Address: PO Box 9341 So. Lake Tahoe, Ca. 96158

Job Address: 1350 & 1360 Kirkwood Meadows Dr. Kirkwood Ca. 95646

Purchaser hereby orders from Designs of Tahoe, Inc. (DBA Signs of Tahoe) ("Seller"), and agrees to pay for the following:

Job Description: Fabricate & Install one dimensional metal building sign per approved design - see attached illustration. (brushed aluminum)

Purchase Price: \$3709.57

Permit: _____

Down Payment: \$1986.39

Sales Tax: on \$3509.57 = \$263.21

Due on Installation: \$1986.39

Total Price: \$3972.78

Other Terms and Conditions: _____

1. _____ as described above is specially ordered to Purchaser's own specifications.
2. Seller will use all reasonable efforts to deliver on Delivery Date. In no instance shall this agreement be rescinded or Seller be held liable for any delay caused by strikes, civil disorders, destruction of Seller's or Purchaser's premises, acts of God, or other circumstances beyond the control of Seller.
3. Payment of the balance of the Purchase Price shall be at Seller's principal place of business. Time is of the essence in performance of Purchaser's obligation to pay the balance of the purchase price on the day of Installation.
4. Purchaser shall be solely responsible for obtaining any necessary permission from owners of the premises, governmental authorities, and all others whose permission is requisite for installation and for maintenance. All costs thereof shall be borne by Purchaser.
5. This order may not be amended or revoked without the written consent of Seller. This order and agreement supercedes all other agreements or representations of the parties pertaining to this order, and sets forth the full and final integrated agreement of parties; provided, however, that it shall not become binding upon Seller until it has been approved by an officer of Seller.
6. In the event of suit to enforce the terms of this agreement, Purchaser shall pay to Seller all attorneys fees and incurred fees in such enforcement in such amount as a court might determine.
7. Purchaser at his cost shall cause any and all necessary electrical feed wires to be brought to the display, and through the wall in the event of an outside display. Purchaser shall be solely responsible for any structural changes to any building required to affix and support an exterior display.
8. The person who signs this order and Agreement on behalf of Purchaser warrants that he is authorized to bind Purchaser to the terms hereof.
9. Legal title for the display described herein shall not pass to Purchaser until full payment of said Purchase Price; provided, however, that Purchaser shall, from the date of installation, bear all risks of loss and be solely responsible for maintenance of such display and for the safety of others.
10. User shall provide all necessary reinforcements to building on which display is installed and agrees to pay for any extra costs incurred while setting a foundation for a freestanding display where the ground condition is other than normal.
11. Failure to pay the balance due Seller in accordance with the terms set forth in this agreement will result in a 5% finance charge per month.

Additional Terms: _____

This Agreement is signed on behalf of Purchaser by the undersigned authorized agent:

Date of Signature: 2/20/2014

Authorized Agent of Purchaser: _____

FOR SM3 & 4 HOA

Doug M. Hinds

This Agreement is approved by Seller when signed by an officer

Salesman: _____

[Signature]

Accepted by Designs of Tahoe, Inc. (DBA Signs of Tahoe)

2003 KIRKWOOD SPECIFIC PLAN APPENDIX 2 TREE ORDINANCE

This ordinance has been established to provide procedures for tree removal and trimming for all trees within the Plan boundary. Trees on national forest lands are excluded from these guidelines; however, they are subject to USFS guidelines. These guidelines recognize the need to establish a permitting process and standards for the removal/trimming of trees at Kirkwood. It is not the intent of this ordinance to hinder development, but instead to promote harmony between land improvements and their surroundings.

This Ordinance in no way relieves the property owner and/or Licensed Timber Operator from adhering to the requirements of the California Department of Forestry and Fire Protection (CDF) for tree harvesting activities on private lands within the State of California.

A. DEFINITIONS

1. **Approving Body:** The approving body shall be the Tri-County Technical Advisory Committee.
2. **DBH:** Diameter at breast height; diameter of tree measured at four and one-half feet (4 ½ ‘) above the ground on the high side of a tree.

B. PERMIT PROCEDURE

1. No person, firm, corporation, public agency or utility provider shall destroy, remove, cut down, kill, damage, trim, top or prune any tree on any private property without a tree permit and authorization by the approving body.
2. The following are exempted from the above:
 - A) Trees that have been identified for removal as part of a conditional use permit, special use permit, building permit or other land use/development permits.
 - B) Trees that have been identified by a licensed arborist or forester as dead, dying or diseased. Trees that are in a hazardous condition presenting an immediate danger to health or property; trees cut in emergencies involving the lives of people and the public safety. In the event that a tree is removed without prior approval or verification from the licensed arborist or forester, a permit shall be applied for after the fact.

C) Trees that have been permitted by the California Department of Forestry and Fire Protection, either through exemption, conversion or an approved Timber Harvest Plan.

3. Any entity desiring to cut down, remove or trim/prune one or more trees shall apply for a tree permit through the approving body. The application shall be submitted by the lot owner and shall include the following:

A) Name, address and phone number of applicant and owner of record of the land on which the activity is to occur.

B) Written consent of the owner of record of the land, if other than the applicant.

C) The location of the land on which the removal/trimming is to occur.

D) Method of removal of the material and identification of measures to protect residual trees, vegetation and soils within the site

E) A plot plan drawn to scale showing accurate location, number, species, size (DBH) and approximate age of the trees to be removed/trimmed. The plan should also show the general location, characteristics and densities of the trees to be left on the site and any improvements on the property, and, all areas that are part of the active work area, including access routes, staging areas, log decks, and skidding or dragging routes.

F) A brief statement of the reasons for the activity.

G) An application fee of \$50.

H) Any additional information that may be requested by the approving body.

4. Notification of the proposed tree removal shall be provided to owners of all property within 300 feet of the parcel from which the tree(s) is proposed to be removed. Notice shall be in accordance with the standard notification procedure of the jurisdiction in which the action is proposed.

5. Prior to the issuance of a tree permit, the approving body shall ascertain whether the tree can be removed. The determination of the approving body in granting or denying a permit shall be based upon, but not limited to, the following:

A) Whether or not the preservation of the tree would unreasonably compromise the owner's development of the land.

- B) The condition of the tree with respect to disease, general health, danger of falling, etc.
 - C) The approximate age of the tree compared to its life span;
 - D) The number of existing trees in the area and the effect of the removal upon public health, safety, visual beauty and general welfare of the area;
 - E) The effect of the removal on soil erosion and stability, particularly near streams or steep slopes.
 - F) The potential for the tree to be a public nuisance or interfere with utility service;
 - G) Present and future visual screening potential;
 - H) Any other information the approving body finds pertinent to the decision including, if necessary, information obtained at a previous Tri-TAC meeting.
6. If a permit is denied, written notification shall be provided to the applicant including the reasons for denial.
7. A permit that is granted is valid for a period of 90 days unless otherwise specified. An extension of the permit time may be granted upon written request prior to the permit's expiration.
8. The approving body shall have discretion to require that a cash bond of up to \$500 be provided to the applicable county. The purpose of the bond is to insure compliance with the requirements of the approved permit. The decision of the TC-TAC in on whether or not to require a bond shall be based on the scope of the activities authorized under the permit and the potential for adverse environmental impacts if the terms of the permit are not followed.
9. The approving body may revoke the permit whenever there has been a false statement or misrepresentation in the application upon which the permit was based.

C. TREE REMOVAL PROVISIONS

1. It shall be the responsibility of the person removing or trimming any tree to maintain a copy of the approved tree permit, building permit, or other permit of which the tree removal is a part, at the tree removal site.
2. Existing healthy trees, soils and native vegetation on the site shall be preserved

and protected by adequate means during any construction or felling of adjacent trees.

3. Damage to residual trees and vegetation shall be avoided. Damaged trees shall be repaired in accordance with Item #2 under the Penalties section of this Ordinance.

4. No tree shall be intentionally felled into a perennial or seasonal stream.

5. Any stump left in the ground shall be treated with approved chemicals or methods to prevent the spread of forest tree diseases. In addition, all stumps left in the ground shall be left at a height not more than 12 inches on the high side (uphill) of the stump.

6. Slash, debris and non-merchantable timber generated by the removal shall be disposed of in a manner approved by the approving body. Where material will be transported off site for disposal, documentation of disposal may be required.

7. All tree removal sites shall be winterized before the end of the construction season to prevent erosion and loss of soil from the site.

8. Activities permitted under this ordinance shall comply with all other applicable ordinances and regulations with particular attention to grading, soil erosion and sediment control requirements.

D. DAMAGED OR HAZARDOUS TREES

1. The approving body may determine, on the advice of a competent authority, that a tree is diseased, insect infested or hazardous to the public, and may declare the tree to constitute a public nuisance. Upon making such a determination, the approving body shall, by written notice, notify the owner of the land on which the tree or trees are located of the condition and his duty to remove it within a specified period. If the owner refuses or fails to do so, the approving body shall take the necessary steps to remove the nuisance and charge the owner the cost, which shall be a lien on the property.

2. All diseased and bug-infested trees shall be treated prior to removal by approved methods to prevent the spread of such disease or infestation.

3. For each damaged or hazardous tree removed, it may be required that five seedlings of the same or similar species be planted on the property. These seedlings shall be planted in locations specified by the licensed arborist or forester who determined the trees to be damaged or hazardous. The arborist or forester shall be particularly aware of the visual impact the removed trees will have on the

property and surrounding properties, and shall locate the seedlings accordingly. A minimum of sixty percent of the required seedlings shall be successfully established and thriving following two growing seasons after planting.

E. APPEAL PROCEDURES

To appeal conditions or denial of a permit, the lot owner may appeal to the Planning Commission of the appropriate county (Alpine, Amador, or El Dorado). The county shall levy appropriate fees.

F. PENALTIES

1. Any party that is in violation of the provisions of this ordinance shall be subject to conditions of restoration of the site or monetary penalties as follows:

A) For each tree removed without authorization, the replacement of the tree shall be based on a replacement value of \$30.00/inch at DBH for each illegally removed tree. The replacement shall consist of trees of the same or similar species. The approving body will determine the actual replacement size.

B) If a project site is not capable of supporting all the replacement trees, the violator shall pay the sum equivalent to \$30.00/inch at DBH for each illegally removed tree. All funds collected for violations shall be put into a Kirkwood Reforestation Fund. The Tri-County Technical Advisory Committee shall approve distribution of the funds.

2. Any damage to surrounding trees during the removal process shall be repaired with tree sealer and any necessary tree surgery.

Note: This Ordinance does not address the requirements for Timber Harvest Plans. THP's are required to comply with the Forest Practices Act (FPA) and California Board of Forestry rules. In most instances, THP's are required to be prepared by a Registered Professional Forester.