TAHOE REGIONAL PLANNING AGENCY
ADVISORY PLANNING COMMISSION
NOTICE OF MEETING

NOTICE IS HEREBY GIVEN that the Advisory Planning Commission of the Tahoe Regional Planning Agency will conduct its regular meeting at 9:30 a.m. on Wednesday, March 10, 1993, at the TRPA Office, 195 U.S. 50, Zephyr Cove, Nevada. The agenda for said meeting is attached hereto and made a part of this notice.

March 1, 1993

By:

Jerry Wells
Deputy Director
All items on this agenda are action items unless otherwise noted.

AGENDA

I. CALL TO ORDER AND DETERMINATION OF QUORUM

II. APPROVAL OF AGENDA

III. DISPOSITION OF MINUTES

IV. PUBLIC HEARING AND RECOMMENDATIONS
   A. Adoption of Chapter 95, Rental Car Mitigation Program
   B. Amendment of Chapter 4, Project Review and Exempt Activities, to
      Amend Residential Delegation MOU Between TRPA and the City of
      South Lake Tahoe
   C. Amendment of Chapter 37, Individual Parcel Evaluation System,
      Relative to SEZ Indicators

V. REPORTS
   A. Executive Director
   B. Legal Counsel
   C. APC Members
   D. Public Interest Comments

VI. PENDING MATTERS

VII. RESOLUTIONS

VIII. ADJOURNMENT
MEMORANDUM

March 2, 1993

To: Advisory Planning Commission
From: TRPA Staff
Subject: Adoption of Chapter 95, Rental Car Mitigation Program

PROPOSED ACTION: The proposed action is to adopt a new chapter of the Code, Chapter 95, attached as Exhibit A. The new chapter will implement a mitigation fee to offset the impacts of rental car operations in the Basin.

STAFF RECOMMENDATION: Staff recommends that the APC hold a public hearing on the proposed ordinance and recommend adoption to the Governing Board.

BACKGROUND: This ordinance arose out of the 1992 Regional Transportation Plan, the 1991 Threshold Evaluation Report, and the Airport Master Plan, EIS and Settlement Agreement. The 1992 RTP called for a mitigation fee to offset impacts from rental car use in the Basin. The 1991 Threshold Evaluation Report, based in part on the failure to make progress toward the VMT threshold, called for adoption of a rental car mitigation fee within six months. The Airport Master Plan, EIS and Settlement Agreement identified the adoption of a rental car mitigation fee by TRPA as mitigation for the VMT impacts of the Lake Tahoe Airport and called for adoption within six months of the adoption of the Airport Master Plan.

Staff has conducted a series of workshops with interested persons, including CARTRALA (Car and Truck Renting and Leasing Association of California), individual rental car company representatives, county and city representatives and other interested groups. The workshops have discussed the potential formulas to use in setting a mitigation fee, the impacts of a fee on the industry, and the implementation issues.

DISCUSSION: As we discussed at last month's meeting, staff is proposing to use the February 2, 1993 memorandum as the starting point for the mitigation fee formulation. This approach is based on the fact that the Tahoe Region is in violation of its threshold standard for VMT. The threshold is to reduce VMT by ten percent of the 1981 base value (average peak summer day). Since 1981 the region has experienced VMT growth of about one percent a year and the RTP, even with the projected VMT reductions by the RTP, predicts continued VMT growth at the rate of one percent a year. Therefore, the use of private
automobiles is a growing problem and mitigation is warranted.

The mitigation cost of visitor miles driven in private automobiles can be equated to the cost of providing a transit seat so that others may ride the bus and offset the VMT of the private automobile. Consistent with the RTP, the cost of the transit seat would be based on operating cost. Bus service cost was selected because it was the cheapest form of transit (as opposed to light rail or specialized shuttle services).

Using population data from the RTP EIS, staff calculated the North Shore/South Shore population percentages to be 37% and 63%, respectively. Thus, the ratio is roughly 1:2 and should be used to weight the north/south shore transit costs to come up with a regional average. The information generated at the Transportation Summit held in 1991 provided the operating costs of the STAGE and TART systems. Staff proposes using the free fare operating cost since fare charges fluctuate, reduced or free fares are a means of encouraging transit use, and subtracting possible farebox revenues was inconsistent with the concept of providing a transit seat. Staff also assumed that occupancy rates were 50%. The City of South Lake Tahoe's information indicates that occupancy rates are lower but the higher rate was used to get a conservative transit cost estimate.

Putting all the assumptions together, the following calculation results:

South Shore
operating cost per passenger trip is $3.08 x 2 (population factor) = $6.16

North Shore
operating cost per passenger trip is $4.56 x 1 (population factor) = $4.56

$6.16 + $4.56 = $10.72

$10.72 divided by 3 = $3.57 (the average regional operating cost per trip)

$3.57 x 50% (occupancy factor) = $1.78 cost per seat per trip.

Residents are attributed average trip lengths of 5 miles but the average trip length for a visitor is approximately 8 miles so staff used the longer trip length which produces a more conservative cost per mile.

$1.78 divided by 8 miles = 22 cents per mile

The 22 cents per mile is a conservative fee given that the formula is based on 1990-1991 transit costs, does not include any multiplier to account for the fact that average occupancy of a regional automobile is 2.2 persons, and does not account for less than perfect capture of regional VMT.

During the workshops the issue of out-of-basin mileage arose and CATRALA has suggested an offset in the range of 20 -30% to account for possible
out-of-basin mileage. Multiplying the 22 cents per mile by 70% to provide a maximum discount of 30% results in a per mile fee of 15.4 cents.

Although the original idea was to charge a per mile fee, the rental car industry has convinced staff that a per mile fee would be difficult for them to administer. Rental car charges no longer include a mileage fee and are generally charged on a per day basis. Accordingly, to convert the per mile fee to a daily fee for ease of administration, staff proposes using the RTP daily average mileage of 46.5 miles for internal visitor trips. 15.4 cents per mile times 46.5 miles per day equals $7.16, which can then be rounded off to $7.00 per day.

One last issue is the option of exempting local residents from paying the mitigation fee when they rent cars to either drive out of the region or provide a temporary replacement for their private automobile when it is in the shop. The concept of an exemption is not supported by the rental car industry due to the increased burden at the counter from determining residency. The draft ordinance includes an exemption for residents which would be based on driver’s licenses.

ENVIRONMENTAL DOCUMENTATION: Since the proposed ordinance adopts a mitigation fee, staff recommends a finding of no significant environmental effect.

ACTION REQUESTED: The APC should hold a public hearing and make a recommendation to the Governing Board.
Chapter 95
Rental Car Mitigation Program

Chapter Contents
95.0 Purpose
95.1 Applicability
95.2 Definitions
95.3 Mitigation Fee
95.4 Exemptions
95.5 Collection
95.6 Use of Mitigation Fees

95.0 Purpose: This chapter implements the 1992 Regional Transportation Plan - Air Quality Plan, and Goal #4, Policy 2 of the Development and Implementation Priorities Subelement, Implementation Element of the Regional Plan Goals and Policies Plan. The rental car mitigation program set forth in this chapter is also intended to assist in the achievement and maintenance of environmental thresholds for transportation and air and water quality.

95.1 Applicability: Beginning December 1, 1993, the provisions of this chapter apply to all rental car transactions in the Tahoe Region except as exempted in Section 95.4 of this chapter.

95.2 Definitions: The following terms are defined as follows:

95.2.A Local Resident: A local resident is a person whose primary residence is in the Tahoe Region as evidenced by a driver’s license.

95.2.B Rental Car: A rental car is a passenger vehicle designed to carry not more than ten persons and which is available for rental on a daily or other basis to members of the general public. The definition of rental car does not include a taxi, limousine, motorhome, truck or motorcycle.
95.2. C Rental Transaction: A rental transaction is a commercial agreement for the hire of a rental car by a person for one or more days.

95.3 Mitigation Fee: Beginning December 1, 1993, each rental transaction in which the rental car is rented by, or delivered to, a person in the Tahoe Region, shall be assessed a mitigation fee in the amount of $7.00 for each day of the rental transaction. Drop-off of the rental car outside of the Tahoe Region shall not be cause for exemption from payment of the fee. The daily fee shall be adjusted annually consistent with the annual change in the Consumer Price Index for the San Francisco region.

95.4 Exemption: A local resident who hires a rental car shall be exempt from the mitigation fee.

95.5 Collection: The mitigation fee shall be charged and collected by all rental car businesses which rent or deliver rental cars to persons in the Tahoe Region. The mitigation fee shall be charged and collected beginning December 1, 1993 for each day of each rental transaction. Mitigation fees shall be remitted to TRPA quarterly and no later than 30 days after each quarter. The remitted mitigation fees shall be submitted for the preceding three month period with a list of the transactions, including the number of days per transaction, the beginning and ending dates of each transaction, a list of exempted transactions, including the zipcode of the local resident, and a list of drop-off locations if the rental car is returned outside of the Tahoe Region.

95.6 Use of Mitigation Fees: TRPA shall deposit rental car mitigation funds in a trust account and accrued interest shall remain with the trust account. TRPA shall disburse funds to a local jurisdiction or Tahoe Transportation District (TTD), upon request, provided TRPA finds the expenditure is consistent with TRPA's Regional Transportation Plan - Air Quality Plan. By October 1 of each year, recipients shall submit to TRPA an annual report on the funds expended as of June 30 of that year.
MEMORANDUM

March 1, 1993

To: TRPA Advisory Planning Commission

From: TRPA Staff

Subject: Proposed Amendment to Chapter 4, Project Review and Exempt Activities, to Adopt Revised Memorandum of Understanding Between TRPA and the City of South Lake Tahoe

Staff proposes an amendment to Chapter 4 of the Code of Ordinances to exempt certain additional residential construction activities reviewed by the City of South Lake Tahoe from TRPA review.

Staff Recommendation

Staff recommends that the APC recommend to the Governing Board approval of the proposed MOU and amending ordinance.

Description and Discussion

TRPA is required by the Tahoe Regional Planning Compact to regulate activities within the Tahoe Basin which may have a substantial effect on the natural resources of the Basin. The Compact, Article VI(a) allows TRPA to define what activities are exempt from TRPA review. The City of South Lake Tahoe currently is authorized to review and approve all new single and multiple-family residential activities (4 units or less) under the existing MOU. This proposed amendment to Chapter 4 will provide for the review and approval of additions and modifications of existing residential structures within the limits of the City of South Lake Tahoe to also be conducted by the City of South Lake Tahoe. As stated in the attached MOU, the City will be required to review these residential activities pursuant to all applicable TRPA Code requirements. With the understanding that all applicable TRPA regulations will be complied with and enforced by the City, the construction of additions and modifications of existing residential structures within the City of South Lake Tahoe shall be considered qualified exempt activities pursuant to Chapter 4 of the TRPA Code.

The City Council of the City of South Lake Tahoe will be holding a public hearing in March to consider adoption of the proposed MOU subject to budget and staffing considerations. The City of South Lake Tahoe currently has two vacant positions in their Building Department which will need to be filled in order to properly implement this MOU amendment.

JW
3/1/93

AGENDA ITEM IV. B.
Memo to the TRPA Advisory Planning Commission
MOU Between TRPA and City of South Lake Tahoe
Page Two

Proposed Ordinance Amendment

Staff proposes to amend Chapter 4, Section 4.4.D of the Code to read as follows:

4.4.D Residential Activities Within the City of South Lake Tahoe: As set forth in Appendix R to this Chapter.

Environmental Documentation

The proposed amendment provides for the review and approval by the City of certain residential activities pursuant to the terms of the MOU. In order to be considered qualified exempt under Chapter 4 of the TRPA Code all such activities conducted under the MOU must be consistent with the TRPA Regional Plan and Code of Ordinances. Staff has completed an Initial Environmental Checklist (IEC), and based on the checklist recommends a finding of no significant environmental effect.

Chapter 6 Findings

Section 6.5 of the TRPA Code of Ordinances requires TRPA to make four findings to amend the Code of Ordinances. These findings, and brief statements of fact and rationales upon which the findings are based, are set forth below.

A. The project (ordinance) is consistent with, and will not adversely affect implementation of the Regional Plan, including all applicable Goals and Policies, Plan Area Statements and maps, the Code, and other TRPA plans and programs;

The activities described in the proposed MOU will be reviewed, approved and inspected by the City consistent with the provisions of the Regional Plan, including all applicable Goals and Policies, Plan Area Statements and the Code. The MOU will allow for better utilization of City and TRPA staff time as well as avoid the duplicative review process currently experienced by the City, TRPA and the public. The proposed MOU is consistent with, and will not adversely affect implementation of the Regional Plan.

B. The project (ordinance) will not cause environmental thresholds to be exceeded;

Activities undertaken pursuant to this MOU will still be consistent with the provisions of the Regional Plan and Code. The activities will be reviewed by the City in accordance with all applicable TRPA regulations and are limited to only new single and multiple-family structures (4 units or less), and additions/modifications of existing residential structures.

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AGENDA ITEM IV. B.
All land capability and existing coverage verifications, as well as BMP requirement determinations will be conducted jointly with TRPA and City staff. Residential activities which currently require Governing Board review, a scenic analysis, or which involve unusual circumstances, as determined by TRPA, shall be reviewed by TRPA and are not exempt under the MOU. Therefore, the activities will not cause the environmental thresholds to be exceeded. This finding is also based on the Article V(g) checklist completed for the proposed amendment.

C. Wherever federal, state, and local air and water quality standards applicable to the region, whichever are stricter, must be attained and maintained pursuant to Article V(d) of the Compact, the project (ordinance) meets or exceeds such standards.

Activities undertaken pursuant to this MOU are subject to the standards of the Regional Plan and Code. This finding is also based on the Article V(g) checklist completed for the proposed amendment.

D. The Regional Plan and all of its elements as implemented through the Code, rules and other TRPA plans and programs, as amended, achieves and maintains the thresholds.

As explained under findings A, B, and C, above, the Regional Plan will continue to attain and maintain the thresholds.

**Article VI(a) Findings**

Article VI(a) states,

The Agency shall prescribe by ordinance those activities which it has determined will not have a substantial effect on the land, water, air, space, or any other natural resources in the region and therefore will be exempt from its review and approval.

As discussed above, all activities undertaken pursuant to this MOU will be reviewed and inspected consistent with the Regional Plan package, including the TRPA Code and Plan Area Statements. The proposed MOU will not result in an increase in development since all activities will be subject to the residential allocation system. Based on the fact that these activities will be consistent with the Regional Plan and the limitations set forth in the MOU, the proposed Code amendment will not have a substantial effect on the land, water, air, space, or other natural resources in the region.
Memo to the TRPA Advisory Planning Commission
MOU Between TRPA and the City of South Lake Tahoe
Page Four

Ordinance 87-8 Findings

Subsection 2.40 of Ordinance 87-8 requires TRPA to make one of several findings in order to amend the Code of Ordinances. The applicable required finding, and brief statement of fact and rationale upon which the finding can be made, is set forth below.

A. The provision to be amended has been shown through experience to be counter-productive or ineffective and the amendment is designed to correct the demonstrated problem and is an equal or better means of implementing the Regional Plan Package and complying with the Compact.

The review and inspection of single and multiple-family residential activities is currently conducted by both the City and TRPA pursuant to each of their respective regulations. Consequently each Agency reviews the same set of construction plans and performs numerous site inspections for the same project. This duplicative process not only consumes a considerable amount of time for both agencies, but also requires substantial coordination in terms of permit conditions and the review and inspection process in general. It is the desire of both agencies to provide a regulatory structure which is consistent and makes the most efficient use of public resources. As stated above, all activities undertaken pursuant to this MOU will be reviewed and inspected in accordance with both City and TRPA regulations. In addition, Subsection 2.50 of Ordinance 87-8 provides that the finding(s) required by Subsection 2.40 are not intended to limit TRPA’s authority to add policies or ordinances to make existing policies and ordinances more effective. The proposed ordinance amendment and MOU provides for an equal or better, as well as a more effective means of implementing the Regional Plan Package and complying with the Compact.

Recommended Action

Staff recommends that the APC recommend approval of the proposed MOU and amending ordinance to the Governing Board.

Please contact Jerry Wells, Deputy Director, at (702) 588-4547 if you have any comments or questions on this agenda item.

3/1/93
MEMORANDUM OF UNDERSTANDING
BETWEEN TAHOE REGIONAL PLANNING AGENCY AND
THE CITY OF SOUTH LAKE TAHOE

MARCH 1993

This Memorandum of Understanding is entered into this ______ day of March 1993, by and between the TAHOE REGIONAL PLANNING AGENCY (TRPA), through its Executive Director as authorized by the Governing Board, and the CITY OF SOUTH LAKE TAHOE (CITY), by and through its Mayor, as authorized by the City Council.

All activities described in this Memorandum of Understanding (MOU) shall be in accordance with the Regional Plan package of TRPA as adopted by Ordinance No. 87-9, as amended from time to time. All activities undertaken by CITY pursuant to the MOU shall comply with applicable Best Management Practices (BMPs), and all provisions of the TRPA Code of Ordinances (Code), as it may be amended from time to time, except for the procedural provisions replaced by this MOU, and such guidelines as may be adopted by TRPA.

This MOU sets forth the responsibilities of the parties with regard to the processing of permits for new construction of single or multiple-family residential structures (four units or less), and additions/modifications of existing residential structures, in accordance with the desires of the parties to provide a regulatory structure which is consistent with the most efficient possible use of public resources.

RECITALS

A. TRPA is required by the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal. Govt. Code 66801; NRS 277.200) to regulate activities within the Tahoe Basin which may have a substantial effect on the natural resources of the Basin. The bi-state Compact, Article VI(a) requires TRPA to define which activities are exempt from TRPA review and approval.

B. Given the existing comprehensive regulatory structure of CITY as it pertains to construction of residential structures within the City of South Lake Tahoe and consistent with the mandate of the Compact to defer land use regulation to local government wherever feasible, CITY and TRPA agree that CITY shall review construction of new single and multiple-family structures (four units or less) and additions/modifications to existing single and multiple-family structures to be constructed within the CITY limits of South Lake Tahoe. Such review by the CITY shall include application of all applicable TRPA regulations to residential construction projects otherwise subject to TRPA review. As long as the applicable TRPA regulations are being complied with and enforced, such activities shall be deemed a qualified exempt activity under TRPA regulations.
IT IS NOW THEREFORE UNDERSTOOD AND AGREED BY THE PARTIES:

1. With the exception of those applications requiring TRPA Governing Board approval (Chapter 4, Appendix A), all applications for residential additions/modifications and new construction of single and multiple-family residential structures (four units or less), including Qualified Exempt residential activities, located within the CITY limits are hereby exempt under Chapter 4 of the TRPA Code and shall be reviewed by CITY.

2. CITY shall administer, in accordance with the provisions of this agreement, all standards of the TRPA Code as applicable to construction of residential projects, as authorized by this MOU.

CITY shall utilize the TRPA Project Review Conformance Checklist and Procedural Guidelines in its review of projects, as authorized by this MOU.

CITY shall coordinate with TRPA to determine whether there have been any previous TRPA actions with regard to the subject parcels and the effect of any such action on the pending applications. All applications for coverage and/or development right transfers/banking and subdivisions, including lot line adjustments, shall continue to be reviewed and approved by TRPA.

3. CITY shall be authorized to collect application and mitigation fees, security deposits, and other designated fees on behalf of TRPA in accordance with fee schedules to be provided to CITY by TRPA. Such fee schedules shall be sufficient in detail to provide specific information concerning fee calculation to assist CITY in performing fee collection activities. Furthermore, CITY shall be authorized to retain a percentage of all application fees collected to offset CITY’s costs of administering the provisions of this MOU. Such percentage shall be mutually agreed upon in writing by TRPA and CITY, and may be amended from time to time by mutual agreement of the Executive Director and the City Manager.

All mitigation fees collected by CITY on behalf of TRPA pursuant to this MOU shall be paid to TRPA on a monthly basis under procedures mutually agreed upon by the finance officers of the parties hereto.

4. Prior to CITY receiving any applications for new single-family residential projects as authorized by this MOU, the property owner/applicant shall secure from TRPA an IPES score and allowable coverage verification. Said verification shall be obtained in written form from TRPA to be submitted to CITY by the applicant. Prior to CITY receiving any applications for projects involving additions or modifications to existing single-family or multiple-family residential structures, new multiple-family residential structures (four units or less), TRPA and CITY will conduct a pre-project joint review of the subject site to verify the Bailey land capability classification, existing coverage, and/or BMP and scenic review requirements.

5. Nothing in this MOU shall be construed to limit the authority of CITY to administer state or local regulations or to impose reasonable conditions of approval on any application. Further, nothing in this MOU shall be deemed to limit the land use regulatory powers of either CITY or TRPA.

6. The CITY and TRPA staff shall review quarterly the implementation of this MOU and shall report to their respective governing boards following such reviews.
7. In carrying out the intent of this MOU, CITY and TRPA shall adhere to all provisions contained within TRPA Code Chapter 36 relating to accounting and tracking of coverage, allocations, and any other applicable procedures. All project accounting and tracking shall be completed by CITY and transmitted to TRPA to be included in its permanent accounting and tracking records. In carrying out the provisions of this MOU, CITY shall utilize tracking forms provided by TRPA to record all inspections, verifications, and other project review activities. CITY shall submit completed tracking forms to TRPA on a monthly basis.

8. CITY shall perform compliance inspections to ensure that the residential projects and Qualified Exempt activities permitted under this MOU are constructed in accordance with the plans previously submitted and approved.

CITY shall have authority and responsibility to take any and all administrative steps to enforce the standards of the TRPA Code as authorized by this MOU, including the processing of Code violations involving unpermitted residential activities.

In the event litigation is necessary to enforce provisions of the TRPA Code, CITY shall contact TRPA legal counsel. If a show cause hearing is required, the CITY is authorized to institute legal action.

Upon final inspection, if the project has been constructed in accordance with the permit, CITY shall be authorized to release the security deposit to the project applicant.

In the event an applicant desires to appeal any administrative action or decision on the part of CITY, such appeal shall be to TRPA.

9. Any exempt activity set forth herein shall be considered a project requiring TRPA review if the Executive Director determines that, because of unusual circumstances or failure to comply with this MOU, the activity may have a substantial effect on the land, air, water, space, or any other natural resource of the region.

10. This MOU shall continue until sixty (60) days' written notice of termination is given by either party. Both parties hereby agree to cooperate in good faith to carry out the provisions of this MOU to achieve the objectives set forth in the Recitals herein.

11. None of the duties set forth in this MOU shall be assigned, transferred, or subcontracted by CITY without the prior written approval of TRPA.

CITY OF SOUTH LAKE TAHOE

Dated: ____________________________

__________________________
Keith Klein
Mayor

TAHOE REGIONAL PLANNING AGENCY

Dated: ____________________________

__________________________
David S. Ziegler
Executive Director