APPENDIX CC

MEMORANDUM OF UNDERSTANDING
BETWEEN TAHOE REGIONAL PLANNING AGENCY AND
THE CITY OF SOUTH LAKE TAHOE
RELATING TO CITY-WIDE SIGNAGE ORDINANCE

This Memorandum of Understanding is entered into this 16th day of May, 2000, 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 the CITY pursuant to the MOU shall comply with 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 regulation of signage and related activities, in accordance with the desire 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. 95-551, 94 Stat. 3233, Cal. Govt. Code 66801; NRS 227.200) to regulate activities within the Tahoe Basin which may have a substantial effect on the natural resources of the Basin. The bistate 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 the CITY as it pertains to the installation of signs 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, the CITY and TRPA agree that the City shall review permanent signage and related activities within the CITY limits of South Lake Tahoe. Such review by the CITY shall include application of all applicable TRPA regulations to signage projects otherwise subject to TRPA review. As long as the applicable TRPA regulations are being complied with and enforced, such activities shall be deemed an exempt activity under TRPA regulations.
IT IS NOW THEREFORE UNDERSTOOD AND AGREED BY THE PARTIES:

1. Effective June 27, 1994, signage reviewed and approved by the City, consistent with Chapter 26, as amended by the Governing Board on April 27, 1994, and as may be further amended to adopt the City-Wide Standards and Guidelines, Part II—Signage (herein referred to as the City-Wide Signage Ordinance) shall be exempt from TRPA review except as set forth in paragraph 2 and 3 below. All applications for permanent signage and related activities will be reviewed by the City through its normal and customary review process, except for signs exempt by statute from City review, in which case TRPA shall review said signs consistent with the provision of the TRPA Code. In the event the City is not able to determine whether or not an application is to be reviewed by the City or TRPA, the City shall consult TRPA consistent with provisions established for that purpose by the City Manager or his designee and the Executive Director and his designee.

2. Temporary signage and amortization of signs pursuant to the Chapter 26 schedule, located outside the Redevelopment Plan area boundaries, will be the sole responsibility of TRPA to administer and enforce in accordance with the provisions of Chapter 26.

3. The CITY shall consult with TRPA regarding all proposed sign projects involving exemptions or exceptions from any provision of the City-Wide Signage Ordinance and all sign projects involving an increase in or relocation of existing land coverage. These projects shall be subject to the procedures established for joint review of such applications by the City Manager or his designee and the Executive Director or his designee.

4. Nothing in this MOU shall be construed to limit the authority of the 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 regulatory powers of either the CITY or TRPA.

5. The CITY and TRPA staff shall review every 3 years the implementation of this MOU and shall report to their respective governing boards following such reviews.

6. In carrying out the intent of this MOU, the CITY and TRPA shall adhere to all provisions contained within TRPA Code Chapter 38 relating to accounting and tracking of coverage and any other applicable procedures. All project accounting and tracking shall be completed by the CITY and transmitted to TRPA to be included in its permanent accounting and tracking records. In carrying out the provisions of this MOU, the CITY shall utilize tracking forms provided by TRPA to record all inspections, verifications, and other project review activities. The CITY shall submit completed tracking forms to TRPA on a monthly basis.
7. The CITY shall perform compliance inspections to ensure that the permanent sign projects activities permitted under this MOU are constructed in accordance with the plans previously submitted and approved.

The 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 sign activities.

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

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

8. 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.

9. 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.

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

CITY OF SOUTH LAKE TAHOE

Dated: May 16, 2000

[Signature]

Tom Davis, Mayor
City of South Lake Tahoe

TAHOE REGIONAL PLANNING AGENCY

Dated: 5-25-00

[Signature]

Executive Director
Tahoe Regional Planning Agency