APPENDIX KK

MEMORANDUM OF UNDERSTANDING BETWEEN
TAHOE REGIONAL PLANNING AGENCY AND
THE CITY OF SOUTH LAKE TAHOE

This Memorandum of Understanding is entered into this 18th day of May, 1999, 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.

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 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 CITY as it pertains to review of projects, 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 those activities listed under 14 of this MOU to be undertaken within the CITY limits of the City of South Lake Tahoe. Such review by the CITY shall include application of all applicable TRPA regulations to such activities 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 those activities listed under 14 of this MOU located within the City of South Lake Tahoe 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 the activities 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.

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 calculations 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 Chairperson of the Council.

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. All existing MOUs between the CITY and TRPA shall remain in full force and effect.

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 board/council 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 38 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 projects and 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 activities. Settlements of violations involving civil penalties must be approved by TRPA. If a violation cannot be resolved at the staff level, CITY shall contact TRPA to institute the formal notice of violation procedure.
9. Any 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.

12. Review of projects identified in 14, below, shall be limited to those projects identified in Chapter 4, Appendix A of the TRPA Code, as amended, as staff or Hearings Officer level. Where the review level is identified as Hearings Officer, all procedures identified in the Hearings Officer Procedural Guidelines shall be used. When feasible, joint TRPA Hearings Officer/City Zoning Administrator public hearings shall be held.

13. When required, TRPA staff shall serve as support staff to the CITY in review of the project applications listed in 14, below. Support shall include, but not be limited to, traffic analysis, scenic, and soil/hydro report reviews. All land capability verifications shall be retained by the TRPA.

14. Activities to be reviewed, permitted and enforced by the CITY:

   a. Small Commercial (new, additions/modifications) where the amount of new commercial floor area does not exceed 2,500 square feet
   b. Multi-family Dwellings (new, additions/modifications)
   c. Minor Additions/Modifications to Tourist Accommodation Uses
   d. Existing Use/Structure Verifications
   e. Temporary Uses
   f. Temporary Structures
   g. Commercial Changes in Operation

Note: Any project listed in the categories above requiring a higher level of environmental documentation than Categorical Exempt as defined under the California Environmental Quality Act (CEQA) shall automatically require TRPA review and approval.

CITY OF SOUTH LAKE TAHOE

Dated: May 18, 1999

Mayor

Judy Brown

TAHOE REGIONAL PLANNING AGENCY

Dated: ______________________

James Baetge

Executive Director