APPENDIX L

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

January 1995

This Memorandum of Understanding is entered into this 25th day of January 1995, 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 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. 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 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.
C. Staff of the CITY and TRPA will continue discussions to identify additional areas of duplication of effort and will consider expanding the scope of this MOU accordingly.

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.

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, or new multiple-family residential structures (four units or less), TRPA will conduct a pre-project review of the subject site to verify the Bailey land capability classification, existing coverage, prior TRPA actions affecting the subject parcel, 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 on the results of 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 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 unprompted residential activities. Upon discovery of a Code violation, City shall immediately notify the TRPA Environmental Compliance Division in writing to coordinate compliance procedures. 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.

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: 3/3/95

Margo Osti
Mayor

TAHOE REGIONAL PLANNING AGENCY

Dated: 2-9-95

James W. Baetge
Executive Director
MEMORANDUM OF UNDERSTANDING
BETWEEN TAHOE REGIONAL PLANNING AGENCY AND
THE CITY OF SOUTH LAKE TAHOE

This Memorandum of Understanding is entered into this 30th day of
June, 1988, by and between the TAHOE REGIONAL PLANNING AGENCY
(TRPA), through its Executive Director as authorized by the Governing Board, and
CITY OF SOUTH LAKE TAHOE (SLT), by and through its Chief Executive Officer as
authorized by the City Council.

This Memorandum of Understanding (MOU) sets forth the responsibilities of
the parties and has been prepared for purposes of exempting certain temporary
activities from TRPA review in accordance with Section 4.6 of the TRPA Code of
Ordinances (Code) and administering Chapter 7 provisions of the regulating of
temporary activities as defined in Chapter 7, hereinafter called "temporary
activities." A copy of Chapter 7 of the Code is attached and incorporated
into this agreement.

RECITALS

A. TRPA is required by an interstate compact (P.L. 96-551, 94 Stat 3233;
Cal Gov't Code §66801) to regulate activities within the Tahoe Basin
which may have a substantial impact on the environment. TRPA is also
required to define which activities will not have a substantial effect
and therefore are exempt from TRPA review.

B. Certain temporary activities are exempt from TRPA review provided a
local government reviews and approves such activities pursuant to an
MOU consistent with Chapter 7.
C. Given the regulatory structure of SLT and its function in the community, SLT and TRPA agree that exemption of temporary activities may be accomplished through utilization of SLT planning staff for purposes of reviewing temporary activity applications and implementing §4.6 of the Code.

D. SLT and TRPA also agree that joint review by SLT and TRPA of project applications for temporary activities, as necessary, is the most efficient means of implementing the provisions of Chapter 7 of the TRPA Code of Ordinances.

It is therefore understood and agreed by the parties that:

1. All applications for temporary activities will be reviewed by SLT through its planning staff. SLT will determine which applications are exempt from TRPA review pursuant to this MOU and §4.6 of the Code and which applications are projects and require joint review by SLT and TRPA.

2. SLT will determine which temporary activity applications are exempt from TRPA based on §4.6 of the Code, specifically subparagraphs 4.6.A(1) and (2). In addition, temporary activities which meet the standards of Chapter 7, specifically Sections 7.2 and 7.6, may be reviewed and approved by SLT without review by TRPA. Temporary activities which may exceed the noise limits in Chapter 23 of the Code shall not be exempt from TRPA review and will be reviewed jointly as set forth below.

3. For those temporary activity applications which are not exempt from TRPA review, SLT and TRPA will conduct a joint review of the project.
4. Nothing in this MOU shall be construed to limit the authority of SLT to impose state or local ordinances and regulations or to impose reasonable conditions of approval. Further, nothing in this MOU shall be construed to limit the enforcement powers of SLT and TRPA.

5. SLT shall provide TRPA with quarterly reports of temporary activities approved by SLT pursuant to paragraph 2 above.

6. Either party may terminate this Memorandum of Understanding upon thirty (30) days' written notice to the other party.

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CITY OF SOUTH LAKE TAHOE

Chief Executive Officer

DATED: 6/30/88

TAHOE REGIONAL PLANNING AGENCY

William A. Morgan
Executive Director

DATED: 27 June 88
MEMORANDUM OF UNDERSTANDING
BETWEEN TAHOE REGIONAL PLANNING AGENCY AND
CITY OF SOUTH LAKE TAHOE RELATIVE TO THE IMPLEMENTATION
OF A TRANSFER OF EXISTING DEVELOPMENT PROGRAM
WITHIN THE CITY LIMITS OF SOUTH LAKE TAHOE

This Memorandum of Understanding is entered into this 30th day of
June, 1988, by and between the TAHOE REGIONAL PLANNING AGENCY (TRPA), as
authorized by the Governing Board through its Executive Director, and the CITY
OF SOUTH LAKE TAHOE (CITY), as authorized by the City Council by and through its
Chief Executive Officer.

This Memorandum of Understanding sets forth the responsibilities of the
parties to this Agreement, which has been prepared for purposes of facilitating
TRPA review of transfers of existing development and administering the Transfer
of Existing Development Program developed and implemented by CITY, in accordance
with the provisions of Chapter 34 of the TRPA Code of Ordinances. Chapter 34
relates to the transfer of development between properties within the
jurisdiction of TRPA. A copy of said Chapter is attached hereto and
incorporated herein as if fully set forth.

RECITALS

A. TRPA is required by an interstate compact (P.L. 96-551, 94 Stat 3233)
to regulate activities within the Lake Tahoe Basin which may have an
impact on the environment. Included in those regulated activities is
review and approval of transfers of existing development from one
parcel to another.

B. CITY has developed a transfer of development program that will provide
incentives to some property owners to remove structures within the
City which have been declared a nuisance under the provisions of the
California Health and Safety Codes and to transfer the development to
an eligible parcel.
C. CITY and TRPA agree that administration of the program, including application of TRPA requirements, can be better accomplished through utilization of planning staff of CITY, using planning review practices currently in place and appropriate TRPA supervision to ensure compliance with the provisions of the interstate compact.

It is therefore understood and agreed by the parties that:

1. Applications for transfer of existing development within the CITY limits will be reviewed by CITY through its planning staff. CITY will utilize applicable provisions of Chapter 34 of the TRPA Code as minimum standards in processing such transfer applications. CITY will review each application on a case-by-case basis and will apply any more stringent local governmental agency requirements in the administration of the program.

2. Development selected by CITY for inclusion in the transfer program shall not be derelict as defined in Chapter 34 of the TRPA Code. CITY shall make the initial determination as to whether or not the development is derelict under the TRPA Code, subject to review by TRPA.

3. CITY's procedure for review of applications for transfer will be as follows:

   a. CITY will receive all such applications and will review them to determine their eligibility for the program. Review of both the sending and receiving parcel will include:

   - Land capability
   - Ability to meet affordable housing objectives
   - Density
   - Like-for-like classification
- Retirement/open space requirements
- Legality of established use
- Transferable land coverage
- Land restoration requirements
- Ineligibility due to other provisions of TRPA Code of Ordinances

b. Following review of the proposed project by CITY planning staff, if the determination can be made that the application meets CITY and TRPA criteria for such a transfer of existing development, CITY will issue its conditional approval of the application.

c. Applications which have received CITY's conditional approval will be forwarded to TRPA for review.

d. Forwarded applications shall be reviewed by the Executive Director or the Governing Board, in accordance with Chapter 4 of the TRPA Code.

4. Either party may terminate this Memorandum of Understanding upon thirty (30) days' written notice to the other party.

CITY OF SOUTH LAKE TAHOE

DATED: 6/30/88

Chief Executive Officer

TAHOE REGIONAL PLANNING AGENCY

DATED: 27 June 88

William A. Morgan, Executive Director