

**APN 132-201-02 and 132-012-05  
FILE NO. ERSP2021-0673**

Security Posted (1): Amount \$ 1,000.00 Type: ck Paid 06/23/22 Receipt No. 145600

Security Administrative Fee (1): Amount \$ 223.00 Paid 06/23/22 Receipt No. 145600

**Notes:**

(1) See Special Condition 3.D., below.

Required plans determined to be in conformance with approval: Date: \_\_\_\_\_

TRPA ACKNOWLEDGEMENT: The permittee has complied with all pre-construction conditions of approval as of this date and is eligible for a county building permit:

\_\_\_\_\_  
TRPA Executive Director/Designee

\_\_\_\_\_  
Date

**SPECIAL CONDITIONS**

1. This permit specifically authorizes a one-time, six-month extension of a previously approved temporary use at the former Incline Elementary School campus (APN 132-201-02) and the current Incline Elementary School campus (APN 132-012-05). The previously approved temporary use allows the Tahoe Transportation District (TTD) to utilize the two campuses to provide intercept parking to serve the East Shore Express (ESE) shuttle service, which provides transit service between Incline Village and the east shore of Lake Tahoe. The two locations affected by this permit provide parking for visitors to park and utilize the service. The site located at 771 Southwood Boulevard will serve as the primary location for the service. When that parking lot fills up, the "overflow" will utilize the site at 915 Northwood Boulevard. The proposed transit service operates seasonally between mid-June and Labor Day each year. The service operates seven days per week, between 10:00 AM and 7:00 PM, with a 30-minute headway. The site at 771 Southwood will be utilized throughout the service season. The 915 Northwood location will be utilized only while school is not in session.

TRPA approved the initial temporary use on May 26, 2022. The original permit allowed for the use to operate for a single season, with an option to extend for a second season. This extension would allow for the use to continue for a second season, through the 2023 summer. The current proposal is to allow these two locations to be utilized as a "Transit Station and Terminal" as a temporary use.

During the TRPA Governing Board hearing to discuss the appeal of the temporary use approval, the TRPA Governing Board recommended that a revised permit be issued incorporating several areas of concern that were raised during the appeal process. The extension of the temporary use for the 2023 summer season will include the following additional requirements of the transit service:

- The Tahoe Transportation District (TTD) shall obtain an encroachment permit from the Nevada Department of Transportation (NDOT) for temporary signage to be placed along Nevada State Route 28 to advise potential customers when the primary parking lot is full, redirecting those customers to the use of the overflow lot on Northwood Boulevard. NDOT will not allow the use of changeable message signs for this purpose. Those signs will be placed at the locations described below.
  - The south side of Nevada State Route 28 (SR 28) across from the intersection of Winding Way, to provide enough distance for drivers to redirect their route to the overflow lot before approaching the western intersection of Northwood/Southwood and SR 28.
  - The northeast side of Nevada State Route 28 (SR 28), across from the intersection with Glen Way, to provide enough distance for drivers to be redirected to the overflow lot before approaching the eastern intersection of Northwood/Southwood SR 28 and/or Village Boulevard and SR 28.
- The TTD has created a staff training manual that will be provided to TTD staff (drivers, parking attendants, and parking ambassadors) as well as Nevada Division of State Parks/Sand Harbor staff. The training manual documents procedures for
  - Opening the gates to the primary parking lot.
  - Maintaining parking areas throughout the day.
  - Closing the gates at the end of the service day.
  - Redirecting customers to the overflow lot.
  - When, where and how to place the temporary signs redirecting customers to the overflow lot.
  - Reporting complaints/incidents.
  - Contact information for TTD and Nevada State Parks/Sand Harbor staff.
- The gates to the primary parking lot on Northwood Boulevard will open at 7:00 AM. A parking attendant will remain onsite once the gates are open. At least one attendant shall remain onsite at all times during the service day.
- The TTD shall install parking barriers within the affected parking areas to prevent vehicles from parking off-pavement. Customers utilizing the onsite parking lots shall park on paved areas only.
- The TTD shall maintain ongoing communication with the Washoe County Sheriff's office to coordinate addressing unsafe conditions that may be encountered.

This permit will supplement the original project permit (issued on May 26, 2022), and addresses the concerns raised during the appeal hearing with the TRPA Governing Board on October 26, 2022.

2. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.
3. Prior to permit acknowledgement, the following conditions of approval must be satisfied.

- A. Per the proposed project description above, the placement of temporary signage will be required along Nevada State Route 28 when the primary parking location has reached its capacity. Please provide a copy of the approved Nevada Department of Transportation (NDOT) encroachment permit, approving the placement of temporary signs along State Route 28, informing potential customers when the primary lot is full.
  - B. Please provide a site plan showing the placement of these parking barriers. The TTD shall enforce parking on paved areas only.
  - C. The TTD paid a security of \$1,000.00 with the original project approval. Security shall be released upon completion of the project, and satisfaction of all permit conditions. Please see Attachment J, Security Procedures.
4. If any complaints are brought to the attention of the applicant or to TRPA while the service is in operation, these complaints shall be documented and submitted in writing to TRPA within seven calendar days of the complaint. Permittee shall explain in writing how these complaints were addressed, and any changes that were made to the project as a result.
  5. The Permittee shall prepare and submit to TRPA a report of transit operations for the service accommodated at each of these locations. This report shall include the number of days the service was in operation, the number of vehicles using each site each service day, the number of total passengers accessing the transit service from these sites each day, any reported complaints, and documentation of how complaints were addressed, consistent with Special Condition #4, above. The report shall be submitted to TRPA no later than 30 days following the last day of service for the 2022 season.
  6. This approval is for one six-month extension of the initial temporary use. No additional extensions to this permit will be granted. This permit does not authorize the permanent use or placement of structures. A separate permit for a permanent use is required if the permittee proposes to continue the use beyond the permit expiration date.
  7. Parking is limited at each location to the paved, marked spaces onsite. Customers can access the transit stop by non-vehicular modes (e.g., other transit modes, walking, biking, etc.). Any customer accessing the site by vehicle shall use the designated parking spaces only. No offsite parking is allowed. The applicant will utilize a parking attendant to ensure parking occurs in designated parking spaces only. When the primary site reaches capacity, customers will be directed to the overflow site.
  8. All temporary structures and materials shall be removed prior to expiration date.
  9. All trash shall be picked up prior to the end of daily operations.
  10. Any change to the temporary use requires approval of a TRPA plan revision permit prior to changes being made to any element of the project.
  11. This approval is based on the Permittee's representation that all plans and information contained in the subject application and associated materials are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.

12. TRPA reserves the right to amend any portion of this permit or construction operation while in progress if it is determined that the project construction is causing significant adverse effects.
13. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board (including individual members), its Planning Commission (including individual members), its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, administrative appeal, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. TRPA will have the sole and exclusive control (including the right to be represented by attorneys of TRPA's choosing) over the defense of any claims against TRPA and over their settlement, compromise, or other disposition. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

END OF PERMIT