

**TRPA
GOVERNING BOARD
PACKETS**

**DECEMBER
1987**

TAHOE REGIONAL PLANNING AGENCY

195 U.S. Highway 50
Round Hill, Zephyr Cove, NV

P.O. Box 1038
Zephyr Cove, Nevada 89448-1038

(702) 588-4547

NOTICE OF ADDITION TO AGENDA

NOTICE IS HEREBY GIVEN that the December 16 and 17, 1987 agenda for the meeting of the Governing Board of the Tahoe Regional Planning Agency is amended to add the following item under Project Review:

D. Temporary Uses, Snowmobile Courses

6. North Tahoe Regional Park, Placer County
APN 530-300-00.

Date: December 9, 1987

By: W.A. Morgan
William A. Morgan
Executive Director

DEC '87
PACKET

TAHOE REGIONAL PLANNING AGENCY
NOTICE OF MEETINGS

NOTICE IS HEREBY GIVEN that on December 16 and 17, 1987, commencing at 9:30 a.m. each day, at the TRPA office, 195 U.S. Highway 50, Round Hill, Zephyr Cove, Nevada, the Governing Board of the Tahoe Regional Planning Agency will conduct its regular meeting. The official agenda is attached hereto and made a part of this notice.

NOTICE IS FURTHER GIVEN that on Wednesday, December 16, 1987, at 8:30 a.m., in the same location, the Finance Committee of said agency will meet to discuss the following: 1) receipt of the November financial statement; and 2) status of budget requests from the States of Nevada and California and local governments.

NOTICE IS FURTHER GIVEN that on December 16 and 17, 1987, at 8:30 a.m. both days in the same location, the Legal Committee will meet to confer with counsel on the following: 1) Kelly v. TRPA (District of Nevada) Case Nos. 87-397 and 359-BRT; 2) Tahoe Sierra Preservation Council v. TRPA, et al. (Eastern District of California and District of Nevada); 3) Newton v. TRPA (Douglas County) Case No. CV-N-87-456-HDM; and 4) to consider a draft ordinance for existing multi-residential and nonresidential building foundations without current TRPA approval and a definition of legal action.

NOTICE IS FURTHER GIVEN that on December 16, 1987, during the lunch recess, the Rules Committee will meet to discuss the revision of the Agency's Rules of Procedure, the Administrative and Fiscal Procedures Manual, and compliance procedures.

Date: December 9, 1987

By:



William A. Morgan
Executive Director

NOTE: Items on the agenda without a time designation may not necessarily be considered in the order in which they appear on the agenda.

TAHOE REGIONAL PLANNING AGENCY
GOVERNING BODY

TRPA Office 195 U.S. Highway 50
Zephyr Cove, Round Hill, Nevada

December 16, 1987 9:30 a.m.
December 17, 1987 9:30 a.m.

OFFICIAL AGENDA

I PLEDGE OF ALLEGIANCE

II ROLL CALL AND DETERMINATION OF QUORUM

III APPROVAL OF MINUTES

IV APPROVAL OF AGENDA

V CONSENT CALENDAR (see the second to last page)

VI PROJECT REVIEW

A. Sierra Pacific Power Company

1. Certification of Final EIR/EIS for the Roundhill Substation to Stateline Substation 120 kV Overhead Transmission Line
2. Approval of Roundhill Substation to Stateline Substation 120 kV Overhead Transmission Line

B. Edward and Lisa Fein/Robert Curiel, New Single Family Dwelling in the Shorezone, Douglas County APN 01-070-16 (continued from August)

C. Edward and Lisa Fein/Robert Curiel, New Single Family Dwelling in the Shorezone, Douglas County APN 01-070-17 (continued from August)

D. Temporary Uses, Snowmobile Courses

1. Tahoe Paradise Country Club, APN 34-070-13, El Dorado County
2. Sunset Corrals, APN 31-110-03 and -04, El Dorado County
3. Lake Tahoe Country Club, APN 34-070-10 and -11, El Dorado County
4. Wood Vista Golf Course, APN 117-180-09, Placer County
5. Tahoe City Golf Course, APN 94-020-06, Placer County

VII SHOW CAUSE HEARING

A. Logan Shoals Marina, Herman Strecker/Heiser Construction, Unpermitted Dredging and Other Violations of the TRPA Code of Ordinances, Douglas County APN 01-130-06

VIII PUBLIC HEARING, CODE OF ORDINANCES

- A. Adoption of Chapter 7 (Temporary Uses, Structures, and Activities) (continue to January 27, 28, 1988 meeting)
- B. Amendment to Chapter 4 (Project Review and Exempt Activities) to Define Legal Action (continue to January 27, 28, 1988 meeting)
- C. Amendment to Chapter 11 (Foundations) (continue to January 27, 28, 1988 meeting)
- D. Amendment to Chapter 24 (Driveway and Parking Standards)

IX ORDINANCE ADOPTION

- A. Ordinance Adopting Amendments to Chapter 24 (Driveway and Parking Standards)

X PLANNING MATTERS

- A. Approval of Staff Recommendation on Land Coverage Banking Programs and Rehabilitation Fee Schedules
- B. Approval of Resolution Adopting Parking Demand Table (Chapter 24, Driveway and Parking Standards)

XI ADMINISTRATIVE MATTERS

- A. Approval of a Resolution Amending the Filing Fee Schedule and Cash Security Procedures

XII LITIGATION

- A. Legal Committee Report and Board Action, If Necessary, on the Following:
 - 1. Tahoe Sierra Preservation Council v. TRPA, et al. (Eastern District of California and District of Nevada)
 - 2. Kelly v. TRPA (District of Nevada) Case Nos. 87-397 and 359-BRT
 - 3. Newton v. TRPA (Douglas County) Case No. CV-N-87-456-HDM
 - 4. Treatment of Existing Multi-Residential and Nonresidential Building Foundations Without Current TRPA Approval
 - 5. Definition of Legal Action

XIII REPORTS

- A. Finance Committee Report and Board Action on Recommendations
 - 1. Receipt of the November Financial Statement
 - 2. Status of Current Year Funding from State and Local Governments

- B. Rules Committee Report and Board Action on Recommendations
 - 1. Report and Recommendation on Adoption of Article IX (Compliance Procedures)
 - 2. Public Hearing on Article IX (Compliance Procedures)
 - 3. Approval of Resolution Adopting Article IX (Compliance Procedures)
- C. Executive Director
 - 1. Status Report on Projects Reviewed at Staff Level
 - 2. Other
- D. Agency Counsel
- E. Governing Board Members

XIV RESOLUTIONS

XV PUBLIC INTEREST COMMENTS

XVI ADJOURNMENT

CONSENT CALENDAR

<u>Item</u>	<u>Recommended Action</u>
1. MOU Between TRPA and the California Tahoe Conservancy Setting Forth the Duties and Authorities of a Land Coverage Bank	Approval
2. Granlibakken Resort Addition, APN 95-480-84, Placer County	Approval With Findings And Conditions
3. Mr. and Mrs. Carle Conway, New Fence in the Backshore, APN 130-312-16, Washoe County	Approval With Findings And Conditions
4. Katherine Wing, Conversion of a Single Family Dwelling Into a Private Elementary School (Waldorf School), APN 90-071-28, Placer County	Approval With Findings And Conditions
5. Appointment of Jim Bradshaw to Ski Area Master Plan Committee (Replacement of Rob Hunt)	Approval
6. Resolution Authorizing Executive Director to Enter Into Contract With California State Water Resources Control Board	Approval

Consent Calendar (continued)

Successful Land Capability Challenges:

Approval With Findings
And Conditions

7. Virgil C. Shofner, APN 033-363-03, El Dorado County

8. Mr. and Mrs. Ed Blakemore, APN 131-233-28, Washoe County

These consent calendar items are expected to be routine and noncontroversial. They will be acted upon by the Governing Board at one time without discussion. If any Governing Board member or noticed affected property owner requests that an item be removed from the consent calendar, it will be taken up separately under the appropriate agenda category.

Four of the members of the governing body from each State constitute a quorum for the transaction of the business of the agency. The voting procedure shall be as follows:

(1) For adopting, amending or repealing environmental threshold carrying capacities, the regional plan, and ordinances, rules and regulations, and for granting variances from the ordinances, rules and regulations, the vote of at least four of the members of each State agreeing with the vote of at least four members of the other State shall be required to take action. If there is no vote of at least four of the members from one State agreeing with the vote of at least four of the members of the other State on the actions specified in this paragraph, an action of rejection shall be deemed to have been taken.

(2) For approving a project, the affirmative vote of at least five members from the State in which the project is located and the affirmative vote of at least nine members of the governing body are required. If at least five members of the governing body from the State in which the project is located and at least nine members of the entire governing body do not vote in favor of the project, upon a motion for approval, an action of rejection shall be deemed to have been taken. A decision by the agency to approve a project shall be supported by a statement of findings, adopted by the agency, which indicates that the project complies with the regional plan and with applicable ordinances, rules and regulations of the agency.

(3) For routine business and for directing the agency's staff on litigation and enforcement actions, at least eight members of the governing body must agree to take action. If at least eight votes in favor of such action are not cast, an action of rejection shall be deemed to have been taken.

DRAFT - 12/8/87

MEMORANDUM OF UNDERSTANDING BETWEEN
THE TAHOE REGIONAL PLANNING AGENCY AND
THE CALIFORNIA TAHOE CONSERVANCY

This Memorandum of Understanding is entered into this _____ day of _____, 1987, by and between the TAHOE REGIONAL PLANNING AGENCY (TRPA), a bi-state agency created under the Tahoe Regional Planning Compact, and the CALIFORNIA TAHOE CONSERVANCY, an agency of the State of California ("CONSERVANCY").

I. AUTHORITY

This Memorandum of Understanding is based on the following laws, regulations, procedures, and policies:

- the Tahoe Regional Planning Compact (P.L. 91-143, 83 Stat. 360, 1969; amended, P.L. 96-551, 94 Stat. 3233), 1980;
- the Tahoe Regional Plan as adopted by TRPA in Ordinance No. 87-9 on June 25, 1987, and effective July 1, 1987 (hereafter "the Regional Plan);
- the TRPA Code of Ordinances and Plan Area Statements and Maps adopted pursuant thereto (all Chapter references hereinbelow are to the Code of Ordinances);
- the enabling statute of the California Tahoe Conservancy (California Government Code Section 66905 et seq.);
- Resolution No. 10-87-1 of the California Tahoe Conservancy, adopted October 23, 1987;
- Resolution No. 87-25 of the Tahoe Regional Planning Agency, adopted October 29, 1987.

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II. DEFINITIONS

The following terms shall have the definitions set forth below for purposes of this Memorandum. In the event of any conflict between the following definitions and the definitions in Chapter 2, the definitions contained herein shall govern this Memorandum of Understanding to the extent of any inconsistency.

1. Land Coverage Bank.

The term "land coverage bank" shall mean a land bank as provided for in the Goals and Policies of the Regional Plan, and Chapters 20 and 38 of the TRPA Code of Ordinances, to be established by the CONSERVANCY for that portion of the Lake Tahoe Basin lying within the State of California.

2. Interim Period.

The term "interim period" shall mean the period extending from the effective date of the Regional Plan until TRPA's first revision of the coverage reduction formula pursuant to Section V(a)(6) below.

3. Excess Coverage Mitigation Project.

The term "excess coverage mitigation project" shall mean any action or activity undertaken by the CONSERVANCY for the purpose of generating excess land coverage mitigation credit through the land coverage bank.

4. Excess Coverage Mitigation Fee.

The term "excess coverage mitigation fee" shall mean the fee which is required to be paid in order to mitigate projects with existing land coverage in excess of base land coverage, or which propose land coverage in excess of base land coverage, and which fee is calculated according to a formula set forth in Chapter 20 of the TRPA Code of Ordinances.

5. Lake Tahoe Region, Lake Tahoe Basin.

The terms "Lake Tahoe Region" and "Lake Tahoe Basin" shall mean all that area described in Article II of the Tahoe Regional Planning Compact.

6. Hydrologically Related Area, Hydrologically Related Areas

The term "hydrologically related area" shall refer to any one of the six areas designated on those certain maps adopted September 26, 1986, which are located in whole or in part on the California side of the Lake Tahoe Basin. The term "hydrologically related areas" shall refer to these six areas collectively.

III. PURPOSE

The purpose of this Memorandum is to establish the respective duties and authorities of the Conservancy and TRPA with respect to a land coverage bank to

be operated by the CONSERVANCY for the California side of the Lake Tahoe Basin and to set forth the procedures to be followed by TRPA and by the CONSERVANCY with respect to the land coverage bank.

IV. JURISDICTION AND POWERS

Subject to all applicable laws of the State of California and the Compact, Regional Plan, and TRPA Code of Ordinances, the CONSERVANCY, acting through the land coverage bank, (1) may provide mitigation for excess coverage on behalf of any permit applicant on the California side of the Lake Tahoe Basin, by carrying out an excess coverage mitigation project on any parcel or parcels eligible to provide such mitigation under Chapter 20; (2) may provide mitigation for any public service or public outdoor recreation project located on sensitive lands by retiring and restoring hard and soft coverage and disturbed lands as provided in Chapter 20; and (3) may, upon the effectiveness of a transfer of coverage program pursuant to Chapter 20, sell and transfer coverage from any parcel in the inventory of the land coverage bank which is eligible to send coverage, to any parcel eligible to receive such coverage under said Chapter.

V. DUTIES

A. TRPA Duties

1. Assignment of Excess Coverage Mitigation Fees.

TRPA hereby agrees to assign to the CONSERVANCY, for the land coverage bank, all excess coverage mitigation fees paid to TRPA for projects located in

California, from the effective date of the Regional Plan through the term of this Memorandum.

2. Deposit of Excess Coverage Mitigation Fees.

When TRPA receives excess coverage mitigation fees from projects located in California, it shall deposit and hold the fees in an interest-bearing account under its control, until such time as it causes the excess coverage mitigation fees to be disbursed to the CONSERVANCY pursuant to Section V(a)(4) below.

3. TRPA Reporting.

TRPA shall deliver to the CONSERVANCY a monthly report or printout containing the following information pertaining to each permit for which an excess coverage mitigation fee was received by TRPA during the preceding month:

- (a) name of permit applicant;
- (b) location of project by State, County, hydrologically related area, and assessor parcel number(s);
- (c) amount of fee paid by applicant;
- (d) type of project (residential, commercial, tourist accommodation, etc.) and type of coverage needed as mitigation;
- (e) amount of mitigation in terms of square feet as determined under the coverage reduction formula in Chapter 20.

4. Disbursements by TRPA.

TRPA shall disburse all accumulated excess coverage mitigation fees payable to the CONSERVANCY under Section V(a)(1) above, and any interest accrued thereon, to the CONSERVANCY upon its request, which shall occur not more often than quarterly. Such disbursements shall be made by check payable to the "California Tahoe Conservancy," and shall bear the notation "land coverage bank." Each disbursement check shall be accompanied by a summary statement or print-out which lists the individual fees contained in the disbursement, including the information established in Section V(a)(3) above. The statement shall also indicate the amount of the total disbursement which constitutes interest earned on the excess coverage mitigation fees.

5. Projection of Mitigation Needs.

TRPA shall periodically provide the CONSERVANCY with all available information concerning past and projected permit applications which would assist the CONSERVANCY in determining the projected needs for restoration or retirement of hard, soft, and potential coverage and disturbed land through the land coverage bank in each hydrologically related area, for at least 12 months ahead.

6. Annual Revision of Coverage Reduction Formula.

TRPA shall annually review and, when appropriate, shall revise the standard TRPA coverage cost (§20.5 A (3) (b) of TRPA Code) provided for in Chapter 20, to reflect the actual cost of retiring and restoring coverage as documented in the periodic and annual reports and accounts prepared by the

CONSERVANCY for the land coverage bank. The first annual revision of the standard TRPA coverage cost shall occur on or after November 30, 1988.

7. Transfers of Coverage.

Where the CONSERVANCY agrees to transfer coverage on behalf of a permit applicant through the land coverage bank, pursuant to Chapter 20, TRPA shall, upon the CONSERVANCY'S request:

- (a) certify to the CONSERVANCY the amount and type of coverage or mitigation needed by the permit applicant;
- (b) accept payment for said coverage or mitigation from the permit applicant in the amount agreed upon between the CONSERVANCY and the permit applicant; and
- (c) hold said payment in an interest-bearing account until such time as the CONSERVANCY requests disbursement of the funds to the land coverage bank.

8. Public Service Projects and Public Outdoor Recreation Projects.

Where the CONSERVANCY agrees to carry out mitigation for a public service project or public outdoor recreation project on sensitive land, pursuant to Chapter 20, the procedures set forth for "transfers of coverage" in Section V(a) (7) above shall apply.

B. Conservancy Duties

1. Establishment of Land Coverage Bank; Site Selection.

Starting from the effective date of this Memorandum, the CONSERVANCY shall take all necessary and appropriate action to activate the land coverage bank and shall proceed with a systematic identification of lands, in each hydrologically related area, which would be appropriate for inclusion in the land coverage bank.

2. Maintaining Inventory; Advance of Assets; Use of Inventory.

- a. The CONSERVANCY shall use best efforts to acquire and maintain within the land coverage bank an inventory of hard, soft, and potential coverage and disturbed lands, sufficient to meet the projected needs of the land coverage bank.
- b. In order to maintain an inventory of coverage for the land coverage bank, the CONSERVANCY may utilize assets other than excess coverage mitigation fees for the purpose of acquiring and/or restoring land for the land coverage bank.
- c. Inventory acquired by the CONSERVANCY may be used to satisfy demand for mitigation of public service projects and public outdoor recreation projects on sensitive lands, and for other transfers of coverage pursuant to Chapter 20, provided that the CONSERVANCY'S responsibilities under Section V(b) (3) below are not thereby impaired.

3. Use of Excess Coverage Mitigation Fees.

- a. The CONSERVANCY shall use excess coverage mitigation fees received from TRPA solely for the purposes of (1) repaying assets advanced to the land coverage bank by the CONSERVANCY; (2) acquiring land for the use of the land coverage bank; (3) restoring hard and soft coverage and disturbed lands and retiring potential coverage through the land coverage bank; and (4) administrative expenses and overhead, subject to the limitations in (b) below.

- b. The CONSERVANCY may apply the excess coverage mitigation fees toward payment or reimbursement of its direct costs of acquisition and/or restoration incurred for or through the land coverage bank, which are billed to the CONSERVANCY by contractors or other providers of services. These costs include, but are not limited to, land and boundary surveys, site inspections, appraisals, title searches, and earthmoving and demolition. Overhead and other incidental costs of administration, operation, and monitoring of the land coverage bank may be repaid to the CONSERVANCY from excess coverage mitigation fees, up to 12% of the aggregate of such fees (including interest) received from TRPA.

- c. For each project generating an excess coverage mitigation fee which is assignable to the land coverage bank, the land coverage bank shall retire and/or restore, as excess coverage mitigation, the amount of coverage calculated under the coverage reduction formula contained in Chapter 20; provided, however, that during the interim period the amount of coverage to be retired or restored shall be limited to the amount defrayed by the excess coverage mitigation fee paid for that project.

4. Transfers of Coverage.

The CONSERVANCY may enter into agreements for the sale and transfer of coverage to parcels which have not already reached maximum land coverage, pursuant to Chapter 20. In such cases the price paid for the coverage shall be agreed upon by the permit applicant and the CONSERVANCY. At the CONSERVANCY'S election, the purchase price shall be paid either directly to the CONSERVANCY or to TRPA, as provided in Section V(a)(7) above. Upon receipt of funds by the CONSERVANCY or TRPA, as the case may be, such party shall notify the other party of the receipt of funds and the amount received. The CONSERVANCY shall then transmit to TRPA the "land coverage information for account files" required for "sending" parcels under Chapter 38.

5. Public Service Projects and Public Outdoor Recreation Projects

The CONSERVANCY may enter into agreements to provide mitigation for public service projects and public outdoor recreation projects by restoring

disturbed lands or hard or soft coverage on sensitive lands, as provided under Chapter 20. The terms and procedures set forth for "transfers of coverage" in Section V(b) (4) above shall apply to the mitigation of such public projects through the land coverage bank.

6. Methods of Retiring Coverage

- a. Areas containing potential coverage shall be retired by filing with TRPA a document or documents, in form acceptable to TRPA and suitable for recordation, by which the CONSERVANCY consents to the permanent retirement of potential coverage on the areas described therein.
- b. Soft coverage and disturbed lands shall be restored so as to cause the area to function in a natural state, with provision for permanent protection from further disturbance. Appropriate methods of restoration include, but need not be limited to, decompaction of soils, revegetation, restoration of natural watercourses and gradients, and removal of refuse.
- c. Hard coverage shall be restored by destruction and removal, to the extent feasible, of all structures, pavement, and other impervious land covering on the area to be restored, together with the methods specified in (b) above for restoration of soft coverage.

d. Within the boundaries of all areas where hard or soft coverage or disturbed land is restored, the CONSERVANCY shall permanently extinguish all coverage in the manner provided in (a) above.

e. All coverage retirement carried out through the land coverage bank shall be subject to TRPA inspection and review.

7. Period Reports.

The CONSERVANCY shall report to TRPA periodically, but not more often than monthly, on the status of all coverage and disturbed land which has been retired or restored during the reporting period.

8. Annual Report: Excess Coverage Mitigation Program.

There shall be an annual reporting period, at the end of which the CONSERVANCY shall prepare and deliver to TRPA an annual report summarizing all coverage mitigation projects performed during said reporting period, and identifying the excess coverage mitigation fees which were applied toward each such project. The annual report shall, in addition, list:

- (a) the current inventory of parcels credited or available to the land coverage bank for restoration and/or retirement of hard, soft, and potential coverage; and
- (b) all mitigation already performed or in progress, but not yet credited towards a permit applicant's project.

9. Conservancy Accounts.

The CONSERVANCY shall maintain running accounts, which shall be made available to TRPA upon request, of:

- (a) all amounts expended and received by land coverage bank;
- (b) all properties within the inventory of the land coverage bank;
- (c) all areas on which coverage or disturbed land has been restored or retired, including:
 - the date as of which coverage or disturbed land has been restored or retired;
 - the type of coverage or area restored or retired;
 - the cost per square foot restored or retired;
 - the area or amount of coverage that has been restored or retired, in square feet of each type retired; and
 - the mechanism by which restoration or retirement has been accomplished.

In computing the cost per square foot of coverage retired, the CONSERVANCY may use an average based on the cost of retiring a given type of coverage in more than one coverage mitigation project.

VI TERMINATION/AMENDMENT

This Memorandum of Understanding may be terminated by either party upon ninety (90) days' advance notice in writing. This Memorandum of Understanding may be amended by written agreement among the parties in the form of a Supplemental Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding on the date first hereinabove written.

TAHOE REGIONAL PLANNING AGENCY

CALIFORNIA TAHOE CONSERVANCY

By _____
William A. Morgan
Executive Director

By _____
Dennis T. Machida
Executive Officer