



**TAHOE  
REGIONAL  
PLANNING  
AGENCY**

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**MEMORANDUM OF UNDERSTANDING  
for  
PUBLIC WORKS PROVIDERS**

This Memorandum of Understanding (MOU) is entered between the Tahoe Regional Planning Agency (TRPA) and the public works provider(s) listed in Attachment "A," herein referred to as "MOU Partner." TRPA's authority to enter into this MOU with local governmental authorities rests in Article VI (m) of the TRPA Compact (Public Law 96-551) and Section 2.6 of the TRPA Code of Ordinances ("Code"). The authority of the MOU Partner to enter into this MOU is described in Attachment "A." This MOU shall become part of the TRPA Code under Section 2.6 upon signing by TRPA and the MOU Partner.

**PART 1 – GENERAL PROVISIONS**

- COMMON OBJECTIVES** TRPA and the MOU Partner (the "Parties") have a common objective to wisely use and conserve the waters and resources in the Lake Tahoe Region, and enhance the effectiveness of government through the efficient implementation of the TRPA Regional Plan.
- TERM OF AGREEMENT** This MOU is effective upon the signing of Attachment "A" by the Parties and shall remain in effect until terminated by either party following a 60-day notice in writing.
- DEFINITION OF TERMS** Terms in this MOU shall be defined in accordance with the TRPA Code.
- INTERPRETATION AND SEVERABILITY** The provisions of this MOU are subject to the interpretation and severability provisions of Section 1.6 of the TRPA Code.
- DISTRIBUTION OF FUNCTIONS** Activities authorized by TRPA under this MOU are described in Attachment B (Table of Exempt (E) and Qualified Exempt (QE) Activities). These activities are designated as either "Exempt" or "Qualified Exempt." Attachment B modifies the scope of Exempt and Qualified Exempt activities otherwise allowed in Section 2.3 of the TRPA Code. Activities that are not Exempt or Qualified Exempt are subject to the project review requirements of Section 2.2 of the Code and are subject to TRPA review and approval.
- LOSS OF EXEMPTION** Any "exempt" or "qualified exempt" activity set forth herein shall be considered a "project" outside the scope and authorities granted under this MOU if the TRPA Executive Director, or his/her designee, determines that the activity may have a substantial effect on natural resources in the TRPA Region as defined in the TRPA Code.

**COMMUNICATION**

The Parties shall each designate a liaison for direct communication of matters related to this MOU. The MOU Partner liaison and the TRPA MOU Coordinator shall meet at least once per year to review this MOU and to establish policy directives, training needs, and renew communications.

**TRAINING**

TRPA shall provide initial training to the MOU Partner regarding the provisions of this MOU. Subsequent training shall be provided for matters affecting this MOU, including but not limited to: changes to the TRPA Code or other provisions of the Regional Plan; policy or procedural changes; and training needed for corrective actions or to clarify MOU provisions.

**EXAMINATION OF RECORDS**

Every record of activity under this MOU shall be open for examination in accordance with Article VI (o) of the TRPA Compact.

**PROCEDURES FOR RESOLVING DISPUTES**

In the event of a dispute, difference of interpretation, or appeal of a decision regarding the terms or conditions of this MOU, settlement shall first be pursued by the MOU liaisons, and if the liaisons are unable to resolve the dispute then by the executive officers of the Parties. If the executive officers are unable to resolve a dispute, the TRPA Executive Director may terminate the MOU or recommend that the matter be heard by the TRPA Governing Board.

**EMERGENCIES**

TRPA may issue an emergency permit for a situation or circumstance which poses immediate danger to life, property or the environment and demands immediate action in order to comply with the Compact, Regional Plan, Code and/or Rules of Procedure. Emergency permit requests may be made by letter, if time allows, or by telephone or in person, if time does not allow. Requests shall include a description of the nature and location of the emergency and the work to be performed. Upon TRPA determination that an emergency does exist, initial permit approval may be given orally. In the event an emergency exists and the TRPA offices are closed, or a means of communication is not readily available, the MOU Partner may proceed to take necessary action while diligently continuing to contact TRPA.

**ENVIRONMENTAL DOCUMENTATION**

The MOU Partner shall certify that a Qualified Exempt Activity allowed under this MOU shall not have a negative impact on the environment by completing a TRPA Initial Environmental Checklist (IEC) for the activity. Activities requiring a TRPA Environmental Assessment (EA) or Environmental Impact Statement (EIS) are not covered by this MOU.

**RECORD KEEPING AND REPORTING**

The MOU Partner shall keep records of Exempt activities commenced pursuant to this MOU for a period of thirteen months following the cessation of the activity. The MOU Partner shall also report Qualified Exempt (QE) activities to the TRPA MOU Coordinator on a TRPA reporting form at least three business days prior to commencement of the activity. Activities allowed under this MOU may be subject to an annual audit by TRPA.

**AMENDMENT** This MOU may be amended from time to time by mutual agreement of the Parties in writing. Proposed amendments shall be presented to the liaisons (for approval by their respective agencies) as soon as possible to facilitate timely consideration of proposed amendments.

**ASSIGNMENT** None of the authorities, duties or responsibilities set forth in this MOU shall be assigned, transferred or subcontracted to a party other than that named in Attachment A, without written consent by TRPA.

**PART 2 – PERFORMANCE STANDARDS**

The following standards shall apply to activities authorized under this MOU. The Parties shall consult with each other regarding any uncertainties about these standards. Alternative standards may be approved by the TRPA MOU Coordinator when the results are determined to be equal or superior to these standards.

**GENERAL STANDARDS**

**1. Project Area**

Project area shall be calculated for Qualified Exempt activities in accordance with Subparagraph 30.4.1.C.2 of the TRPA Code. Project areas shall not overlap except for activities that do not involve land coverage or land use.

**2. Land Coverage**

The following land coverage calculations shall be made for Qualified Exempt activities subject to the land coverage provisions of Chapter 30 of the TRPA Code:

- Project Area
- Allowable land coverage by project area and land capability district
- Existing land coverage by project area and land capability district
- Existing excess land coverage by project area and land capability district
- Relocated land coverage by project area and land capability district
- New land coverage by project area and land capability district
- Transferred land coverage by project area and land capability district

**3. Findings**

The MOU Partner shall keep, as part of their Exempt Activity records, all written findings required in the TRPA Code for the activities allowed under this MOU.

4. Work in State and Federal Highways

Activities requiring the closure of a traffic lane or intersection of a state or federal highway for more than one hour, or the closure of U.S. Highway 50 at any point between the South Wye and Kingsbury Grade for any period of time are not exempt under this MOU.

**CONSTRUCTION AND GRADING STANDARDS**

1. Sediment and Erosion Control

Appropriate measures shall be taken to control sediment and prevent erosion from graded or unstable ground. Erosion control structures shall be installed and maintained in an operable condition for ground disturbing activities. Sediment and erosion control measures shall, at minimum, conform to the following provisions of the TRPA Code of Ordinances:

- Chapter 33, Grading and Construction
- Section 60.1, Water Quality Control
- Section 60.3, Source Water Protection
- Section 60.4 , Best Management Practice Requirements

Erosion control structures shall be installed before activities commence and shall remain in place until disturbed sites are stabilized or winterized (see Subparagraph 33.3.1D of the TRPA Code for winterization requirements). Erosion control measures shall include revegetation with TRPA approved plant species and soil mulching with composted organic materials when necessary to increase soil moisture holding capacity of soils. Revegetated areas shall be protected from future disturbance and irrigated as necessary to ensure plant growth during the first growing season.

2. Vegetation Protection

Vegetation within, or adjacent to, construction areas shall be protected in accordance with Chapter 61 and other applicable provisions of the TRPA Code. All trees and native vegetation to remain on or adjacent to a construction site shall be fenced for protection in accordance with all applicable provisions of the TRPA Regional Plan, including but not limited to Section 33.8 of the TRPA Code. No equipment shall enter into, and no materials shall be placed within, areas protected by fencing.

3. Dust Control

Appropriate measures shall be taken to prevent the transport of fugitive dust from ground disturbing activities in accordance with all applicable provisions of the TRPA Regional Plan, including but not limited to Subsection 33.3.3 of the TRPA Code. These measures shall be employed when activities commence and shall continue until disturbed sites are stabilized.

4. Noise and Hours of Operation

Construction, maintenance, and demolition activities creating noise in excess of the TRPA single event noise or community noise level standards in Section 68.9 of the TRPA Code shall be considered exempt provided that such work is conducted between the hours of 8:00 a.m. and 6:30 p.m. Emergency work to protect life or property is also exempt from the TRPA noise standards.

MEMORANDUM OF UNDERSTANDING  
for  
PUBLIC WORKS PROVIDERS

ATTACHMENT "A"

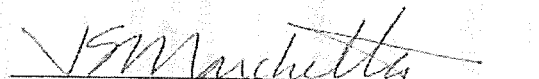
Between Tahoe Regional Planning Agency  
and Douglas County Public Works Department

TRPA's authority to enter into this Memorandum of Understanding (MOU) with local entities rests in Article VI (m) of the TRPA Compact (Public Law 96-551) and Section 2.6 of the TRPA Code of Ordinances. The authority of the MOU Partner to enter into this MOU rests in NRS 277.180.

This MOU shall become effective when signed by the parties listed below.

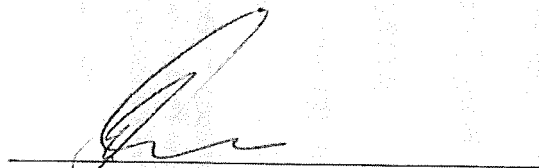
TAHOE REGIONAL PLANNING AGENCY

Date: 3/16/2012

  
By: Joanne Marchetta  
Executive Director

DOUGLAS COUNTY PUBLIC WORKS DEPARTMENT

Date: April 19, 2012

  
By: Lee Bonner, Chairman  
Douglas County Board of County Commissioners



MEMORANDUM OF UNDERSTANDING  
for  
PUBLIC UTILITY DISTRICTS  
ATTACHMENT "B"

Table of Exempt (E) and Qualified Exempt (QE) Activities

Note: The activities described in this table expand upon the Exempt (E) and Qualified Exempt (QE) activities otherwise allowed in Subsection 2.3 and Subparagraph 2.3.7 of the TRPA Code of Ordinances, provided the activities are consistent with Part 1 (General Provisions) and Part 2 (Performance Standards) of this Memorandum of Understanding.

Line No.	Activity Level	Activity
		<b>Roadways, Trails, Sidewalks &amp; Parking Facilities</b>
1	E	<b>Routine non-structural maintenance</b> provided the activities do not modify the shape or location of the facility, create or relocate land coverage, add new structural appurtenances or modify existing drainage.
2	E	<b>Structural maintenance, repair and replacement</b> of existing facilities (such as pavement, curb and gutter, compacted shoulders, culverts, pipes, vaults, and similar structures), provided no new land coverage is created and any relocated land coverage and/or disturbance is limited to 120 square feet in low capability land (Classes 1a, 1b, 1c, 2, and 3) and 500 square feet in high capability land (Classes 4, 5, 6 and 7).
3	E	<b>Installation of vehicle barriers</b> (such as bollards, fencing and boulders) along travel ways provided the barriers conform to applicable highway standards and boulders are placed partially in the ground to prevent rolling and to give a natural appearance.
4	QE	<b>Modifications</b> to existing facilities to improve public safety and/or environmental protection provided any new or relocated land coverage or disturbance is limited to 240 square feet in low capability land (Classes 1a, 1b, 1c, 2, and 3) and 1,000 square feet in high capability land (Classes 4, 5, 6 and 7).

Attachment B - Public Utility Districts MOU

<b>Erosion Control &amp; Water Quality Protection Facilities</b>	
5	E <p><b>Routine non-structural maintenance</b> of existing storm water treatment facilities (such as dry wells, infiltration trenches, drop inlets, and vaults), including removal of sediment, vegetative overgrowth and organic material, without limit on material volume or land capability, provided removed materials are deposited outside of the Tahoe Basin or at a TRPA-approved disposal site.</p>
6	E <p><b>Structural maintenance, repair, and in-kind replacement</b> of existing facilities, provided no new land coverage is created and relocated land coverage or disturbance is limited to 120 square feet in low capability land (Classes 1a, 1b, 1c, 2, and 3) and 500 square feet in high capability land (Classes 4, 5, 6 and 7).</p>
7	QE <p><b>Modifications to existing facilities</b> to improve effectiveness, meet new regulatory standards, or correct system inefficiencies, provided new structures such as rock slope protection and retaining walls are not visible from any TRPA-designated scenic roadway or shoreline travel unit, Class I bicycle paths, or recreation areas designated in the TRPA Scenic Quality Improvement Program (SQIP).</p>
<b>Water Distribution and Wastewater Collection &amp; Treatment Facilities</b>	
8	E <p><b>Testing, locating, and maintenance</b> of existing facilities (such as mechanical and electrical equipment, piping and plumbing, pumps and similar devices).</p>
9	E <p><b>Structural maintenance, repair, in-kind replacement</b> of facilities, provided excavation is limited to areas under existing pavement, road shoulder, or compacted soil; no new land coverage is created, and relocated land coverage or disturbance is limited to 120 square feet in low capability land (Classes 1a, 1b, 1c, 2, and 3) and 500 square feet in high capability land (Classes 4, 5, 6 and 7).</p>
10	QE <p><b>Modifications to existing facilities</b> provided the modifications do not result in any increases in water or sewer treatment capacity or growth inducing activity, and any new or relocated land coverage or disturbance is limited to 240 square feet in low capability land (Classes 1a, 1b, 1c, 2 or 3) and 1,000 square feet in high capability land (Classes 4, 5, 6 and 7).</p>
<b>Public Service and Recreation Buildings</b>	
11	E <p><b>Interior remodeling</b> of existing buildings in accordance with Subparagraph 2.3.2.A of the TRPA Code, except that the allowable structural cost of the remodel allowed is increased to \$80,000.</p>
12	E <p><b>Demolition</b> of structures, improvements or facilities less than 50 years of age in accordance with Subparagraph 2.3.2.G of the TRPA Code, except that the excavation and backfill limits are increased to the grading limits in this MOU.</p>
13	QE <p><b>Demolition</b> of structures, improvements or facilities greater than 50 years of age that are not designated, or pending designation, on the TRPA Historic Resource Map in accordance with Subparagraph 2.3.7.A.6 of the TRPA Code if the MOU Partner determines that the structure does not qualify for historic protection in accordance with Chapter 67 based on a report prepared by a qualified professional acceptable to the appropriate State Historic Preservation Officer (SHPO).</p>
<b>Public Service and Recreation Buildings (continued)</b>	

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14	QE	<b>Structural repair</b> to existing buildings in accordance with Subparagraph 2.3.7.A of the TRPA Code, except that the structural repair cost in 2.3.7.A.1 is increased to \$42,000 per year and excavation and backfilling limits in 2.3.7.A.1.a are increased to the grading limits in this MOU.
15	QE	<b>Structural modifications</b> to existing buildings in accordance with Subparagraph 2.3.7.A.2 of the TRPA Code, except that the grading limits in 2.3.7.A.2.c (i) are increased to the grading limits of this MOU.
16	QE	<b>Structural remodeling or additions</b> to existing buildings in accordance with Subparagraph 2.3.7.A.3 of the TRPA Code, except that the grading limits in 2.3.7.A.3.a (i) are increased to the limits of this MOU, and the BMP retrofit plan required in 2.3.7.A.a (b) is consistent with the requirements of this MOU.
<b>Vegetation Management and Soil Preparation for Vegetation Planting</b>		
17	E	<b>Pruning of vegetation</b> , including hazardous tree limb removal, beyond the limits allowed in Subparagraph 2.3.2.H of the TRPA Code to maintain adequate sight distance along roadways and other travel routes.
18	QE	<b>Scarification of disturbed high capability soils</b> (Classes 4, 5, 6 and 7) as preparation for revegetation with native plant species in accordance with Subparagraph 2.3.2.H of the TRPA Code provided the scarification is less than one acre in area and does not exceed six inches in depth.
19	QE	<b>Hazardous tree removal</b> around MOU Partner facilities in accordance with Subparagraph 61.1.7.A of the TRPA Code, except that TRPA approval is not required unless the tree was planted as a scenic mitigation measure pursuant to a TRPA permit (including permits issued by local government in accordance with Section 2.5).
<b>Grading (Including Grading in Combination with Other Activities)</b>		
20	E	<b>Excavations under existing hard land coverage</b> to an amount that can be backfilled, stabilized and swept clean within a 24-hour period.
21	E	<b>Excavations otherwise allowed in Subparagraph 2.3.2.D of the TRPA Code</b> , except that the volume limit of the excavation is increased to 15 cubic yards in all land capability districts.
22	QE	<b>Excavations otherwise allowed in Subparagraph 2.3.7.A.5 of the TRPA Code</b> , except that the volume limit of the excavation is increased to 50 cubic yards.