



RECREATIONAL PIERS AND DOCKS INFORMATION SHEET on PERMIT REQUIREMENTS

GENERAL INFORMATION

The construction, reconstruction, and repair of private recreational piers and docks on Donner Lake requires a building permit in accordance with the Town Building Code. Because the pier or dock encroaches into protected waters of the United States and State of California and may be located on State of California lands or public trust easements, approvals and permits from the California Regional Water Quality Control Board, California Department of Fish and Game, United States Army Corps of Engineers, and California State Lands Commission (unless exempted) are also required before a building permit may be issued. This information sheet explains what must be submitted to the Community Development Department to obtain a building permit. It also lists other Town regulations and standards that apply to piers and docks on Donner Lake. (Please note that the Federal and State agencies will also have regulations and standards that may apply to the construction or repair of the pier or dock.)

BUILDING PERMIT REQUIREMENTS

The following items must be submitted as part of your building permit application submittal. If any of these items are missing, your application may not be accepted.

1. Residential Permit Request Form.
2. Two complete sets of the following documents. Please refer to the Permit Handbook for Single Family Residential Construction for the requirements in preparing these documents.
 - a. Boundary Survey
 - b. Site Plan (*In addition to the information required by the Permit Handbook for Single Family Construction, the site plan must show the following contour elevations of the lake bed: the 100-year floodplain at 5,938.0 feet ASL, the high water line at 5,935.8 feet ASL, and the low water line at 5,933.8 feet ASL. The elevations shall be prepared, signed, and stamped by a licensed surveyor or a licensed engineer and be based on the National Geodetic Vertical Datum 1929 or North American Vertical Datum 1988.*)
 - c. Exterior Elevations
 - d. Construction Details and Cross-Sections
 - e. Engineering Calculations
3. Written documentation of permits, approvals, or waivers from the following Federal and State agencies. (See "Approvals from Federal and State Agencies" and "State Lands Commission" for further details).
 - a. California Regional Water Quality Control Board
 - b. United States Army Corps of Engineers
 - c. California Department of Fish and Game
 - d. California State Lands Commission OR Exemption
4. Plan Check fee.

TOWN CODE REQUIREMENTS

The construction or repair of the pier or dock must comply with all applicable provisions of the Town Building Code. In addition, the following Development Code requirements must be met before a building permit may be issued:

- No more than one pier, dock, ramp, or similar structure is allowed on a parcel.

- Sidewalls and roofs on the pier or dock are prohibited. Safety railings with a maximum height of four feet are allowed.
- The pier, dock, ramp, or similar structure must be located a minimum of five (5) feet from side property lines.

APPROVALS FROM FEDERAL AND STATE AGENCIES

Because Donner Lake is a protected water of the United States and the State of California, a number of Federal and State regulations are applicable to piers and docks in Donner Lake. Before the Community Development Department may issue a building permit for the construction or repair of a pier or dock, we must have written documentation or evidence demonstrating that the property owner has complied with all applicable Federal and State regulations and that the construction or repair of the pier or dock will be done in accordance with those regulations.

Written documentation or evidence of a permit, approval, or waiver (from their requirements) from the following Federal and State agencies must be submitted as part of your building permit application. If you do not submit one or more of these agency approvals, the Community Development Department cannot issue your building permit.

Type of Permit/Approval: Clean Water Act Section 401 Water Quality Certification and Floodplain Exemption
Agency: California Regional Water Quality Control Board, Lahontan Region
Address: 2501 Lake Tahoe Blvd
South Lake Tahoe, CA 96150
Contact: Scott Ferguson (530) 542-5432

Type of Permit/Approval: Clean Water Act Section 401 Water Quality Certification and Nationwide Permit
Agency: Department of the Army, U.S. Army Engineer District, Sacramento
Corps of Engineers
Address: 1325 J Street
Sacramento, CA 95814-2922
Contact: Tom Cavanaugh (916) 557-5261

Type of Permit/Approval: Streambed/Lakebed Alteration Agreement
Agency: California Department of Fish and Game
Address: 1701 Nimbus Rd, Suite A
Rancho Cordova, CA 95670
Contact: Dale Watkins, (916) 358-2842
When contacting the Department of Fish and Game, please request a Streambed or Lakebed Alteration Notification Package.

STATE LANDS COMMISSION

The California State Lands Commission asserts jurisdictional authority for any pier, dock, or other structure that extends beyond the historical high water mark of Donner Lake (5,935.8 feet above sea level). Before the Community Development Department may issue a building permit for the construction or repair of a pier or dock, we must have written documentation or evidence demonstrating that the property owner has complied with applicable State Lands Commission regulations OR that the property owner has title insurance and boundary survey guarantees of the property owner's ownership of the underlying property.

A lease from the State Lands Commission or documentation supporting an exemption as described below must be submitted as part of your building permit application. If you do not comply with one of these requirements, the Community Development Department cannot issue your building permit.

Type of Permit/Approval: State Lands Lease
Agency: California State Lands Commission
Address: 100 Howe Ave, Suite 100 South
Sacramento, CA 95825
Contact: Mary Hays (916) 574-1812

OR

Exemption:

The property owner must provide the following:

- (a) A title report (dated no earlier than 90 days prior to submittal of permit application) that shows ownership of the land below the historical high water mark which encompasses the pier, dock, or structure is vested with that owner and insures ownership against claims by the State of California.
- (b) A boundary survey that shows the pier, dock, or structure is located totally within the owner's property.
- (c) A signed, notarized agreement holding the Town harmless from any expense or liability incurred as a result of any action brought by the State of California or other third parties arising from the issuance of the permit by the Town. A sample agreement is attached to this information sheet.

ADDITIONAL INFORMATION

If you have any questions or would like additional information, please contact the Community Development Department at (530) 582-7820 and a permit technician or plans examiner will be glad to talk with you.

INDEMNITY AND HOLD HARMLESS AGREEMENT

This Indemnity and Hold Harmless Agreement (the "Agreement"), dated as of the ____ day of _____, 2008 is entered by and between _____ ("Indemnitor"), and the TOWN OF TRUCKEE, a California municipal corporation ("Indemnitee"). This agreement is entered into with respect to and in consideration for the recitals set forth below and constitutes an agreement for indemnity and hold harmless between the parties.

RECITALS

- 1.1 On _____ Indemnitor requested a building permit from Indemnitee for the construction of certain improvements at Donner Lake. A true and correct copy of that application is attached hereto as Exhibit A and incorporated by reference herein as if fully set forth.
- 1.2 The State of California has or may claim rights to require Indemnitor to obtain approval from the State and payment of monies prior to construction of the improvements. Indemnitor has been advised of the State's position and has elected not to seek State approval.
- 1.3 Indemnitee has received proof of ownership from Indemnitor in the form of a boundary survey and title insurance showing the State has no recognizable interest in the property upon which the improvements are to be constructed.
- 1.4 Indemnitee is prepared to issue the requested permit if held harmless and indemnified from any and all costs which may occur as a result of any such claim or other legal action filed by the State, including payment of Indemnitee's reasonable attorney's fees, expert witness fees and litigation expenses.

INDEMNITY

- 2.1 **Indemnity.** Indemnitor shall defend, indemnify, and hold harmless Indemnitee and its agents, officers, and employees from any claim, action, or proceeding brought against Indemnitee to attack, set aside or annul Indemnitee's approval of the attached permit, which action is brought within the time period provided for by state law. This indemnity shall include, but shall not be limited to, the payment of the reasonable attorney fees, expert witness fees, and costs incurred by Indemnitee in cooperation in any such defense. In the event any such claim or litigation is served upon Indemnitee, a written notice shall be provided and defense tendered to Indemnitor in a timely manner.

GENERAL PROVISIONS

- 3.1 **Entire Agreement.** This Agreement contains the entire Agreement between the parties relating to the indemnity of Indemnitee by Indemnitor and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

- 3.2 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
- 3.3 Binding Effect and Recordation. All of the terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective legal representatives, successors and assigns. This agreement shall be recorded in the official records of Nevada County.
- 3.4 Governing Law and Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action shall be the Nevada County Superior Court, Truckee Division. This agreement is to be interpreted reasonably, to carry out its purpose and intent. No presumption shall arise from the identity of the drafter.
- 3.5 Authority to Execute. Each individual executing this Agreement represents, warrants, and covenants that he or she is authorized to execute this Agreement on behalf of himself or herself.
- 3.6 Counterparts. This Agreement may be signed in counterparts.

This agreement is to set forth the terms and conditions concerning the required indemnification.

Indemnitor

Dated: _____

By: _____

Its: _____

Town of Truckee, Indemnitee

Dated: _____

By: Tony Lashbrook

Its: Town Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Nevada }

On _____ before me, _____
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Nevada }

On _____ before me, _____
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary