



Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.gov

January 25, 2024

Hanni Walsh
P.O. Box 7586
Tahoe City, CA 96145

Sent via email to hanni@evolvedesignworks.com, vickifigone@hotmail.com,
sevilla@evolvedesignworks.com, and michael.brown@stoel.com

**FIGONE GARAGE/ACCESSORY DWELLING UNIT, 32 MOANA CIRCLE, PLACER COUNTY, CALIFORNIA,
ASSESSOR'S PARCEL NUMBER (APN) 098-191-018, TRPA FILE NUMBER ERSP2023-0429**

Dear Ms. Walsh:

Enclosed please find the Tahoe Regional Planning Agency (TRPA) permit and attachments for the project referenced above. If you accept and agree to comply with the Permit conditions as stated, please make a copy of the permit, sign the "Permittee's Acceptance" block on the first page the Permit, and return the signed copy to TRPA within twenty-one (21) calendar days of issuance. Should the permittee fail to return the signed permit within twenty-one (21) calendar days of issuance, the permit will be subject to nullification. Please note that signing the permit does not of itself constitute acknowledgement of the permit, but rather acceptance of the conditions of the permit.

TRPA will acknowledge the original permit only after all standard and special conditions of approval have been satisfied. Please e-mail me a written response explaining how the special conditions of approval are being addressed and final plans for electronic stamping. Pursuant to Rule 11.2 of the TRPA Rules of Procedure, this permit may be appealed within twenty-one (21) days of the date of this correspondence.

If you have any questions, please contact me at (775) 589-5274 or bmcmahon@trpa.gov.

Sincerely,

A handwritten signature in black ink that reads "Brandy McMahon".

Brandy McMahon, AICP
Local Government Coordinator

Enclosures

cc: Vicki Figone
35 Creekview Circle
Larkspur, CA 94939



**TAHOE
REGIONAL
PLANNING
AGENCY**

Mail
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Stateline, NV 89449-5310

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PERMIT

PROJECT DESCRIPTION: Figone Garage/Accessory Dwelling Unit

PERMITTEE(S): Vicki Figone

APN: 098-191-018

COUNTY/LOCATION: Placer County/32 Moana Circle

FILE #: ERSP2023-0701

Having made the findings required by Agency ordinances and rules, TRPA approved the project on January 25, 2024, subject to the standard conditions of approval attached hereto (Attachment R) and the special conditions found in this permit.

This permit shall expire on January 25, 2027, without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO DEMOLITION, TREE REMOVAL, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

- (1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
- (2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;
- (3) THE PERMITTEE OBTAINS A COUNTY BUILDING PERMIT. TRPA'S ACKNOWLEDGEMENT IS NECESSARY TO OBTAIN A COUNTY BUILDING PERMIT. THE COUNTY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS; AND
- (4) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

Brandy McMahon

1/25/2024

TRPA Executive Director/Designee

Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee(s) _____

[Handwritten Signature]

Date _____

2/2/2024

APN 098-191-018

FILE NO. ERSP2023-0701

Project Security (1): Amount \$3,300 Paid _____ Receipt No. _____

Excess Coverage Mitigation Fee (2): Amount \$27,047 Paid _____ Receipt No. _____

Scenic Security (3): Amount \$2,500 Paid _____ Receipt No. _____

Scenic Monitoring Fee (3): Amount \$ _____ Paid _____ Receipt No. _____

Project Security Administration Fee (4): Amount \$ _____ Paid _____ Receipt No. _____

Project Scenic Administration Fee (4): Amount \$ _____ Paid _____ Receipt No. _____

Notes:

- (1) See Special Condition 3.A below.
- (2) See Special Condition 3.B below.
- (3) See Special Condition 3.C below.
- (4) Refer to the TRPA Fee Schedule for the current fee.

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:

TRPA Executive Director/Designee

Date

SPECIAL CONDITION

1. This permit authorizes the construction of an accessory dwelling unit (ADU) over a garage at 32 Moana Circle, Placer County, California. An achievable residential bonus unit (TRPA-ALLOC-2348) will be used for the ADU. A complete Site Assessment was completed on September 20, 2019, by TRPA (LCAP2019-0214, LCAP2019-0217). TRPA identified that the total Base Allowable Coverage on the parcel is 1,920 square feet, with 62 square feet of Class 1a, 12 square feet of Class 1b, and 1,845 square feet of Class 5. The total verified land coverage is 5,126 square feet, including 1,735 square feet of Class 1a, 348 square feet of Class 1b, and 3,043 square feet (2,939 square feet plus 104 square feet) of Class 5. *The Site Assessment verified 2,939 square feet of Class 5 land coverage, but with TRPA File # ERSP2021-0772 a 104 square foot existing concrete slab was added to the total.*

This project will result in 1,735 square feet Class 1a land coverage, 245 square feet of LCD Class 1b land coverage, 103 square feet of LCD Class 1b banked land coverage, 3,014 square feet of LCD Class 5 land coverage, and 29 square feet of banked LCD Class 5 land coverage. Temporary and permanent Best Management Practices (BMPs) will be used for this project.

2. The Standard Conditions of Approval listed in Attachment R shall apply to this permit.
3. Prior to permit acknowledgement, the following conditions of approval must be satisfied:
 - A. The security required under Standard Condition A.3 of Attachment R shall be \$3,300. Please see Attachment J, Security Procedures, for appropriate methods of posting the security and for calculation of the required security administration fee.
 - B. The affected property has 3,182 square feet of excess land coverage (3,206 sq. ft. of excess coverage – 24 sq. ft. previously mitigated excess coverage). To take advantage of coverage exemptions, the permittee shall mitigate all of the excess land coverage on this property by submitting an excess coverage mitigation fee of \$27,047 (3,182 sq. ft. x \$8.50 in Hydrologic Area 7 – McKinney Bay).
 - C. The shorezone scenic security of \$2,500 shall be required per TRPA Code of Ordinances Section 5.9. A non-refundable monitoring review fee is due at permit acknowledgement.
 - D. The permittee shall record a TRPA approved deed restricting the ADU above the garage to Achievable Area Median Income Housing and prohibiting the use of the ADU as a vacation rental. TRPA will prepare the deed restriction upon submittal of the latest grant deed for the property. Evidence of document recordation is required prior to finalizing the permit.
 - E. The plans shall include a note that the bear box is on a monopole and elevated at least 6 inches above the ground.
 - F. The coverage table shall include all coverage being banked with this project.
 - G. The permittee shall e-mail one final set of plans to TRPA for electronic stamping.
4. The maximum excavation depth for this project shall not exceed five feet.
5. The visual assessment for the proposed project was evaluated under and complies with Level 4, Option 1, of the Visual Magnitude System (Section 66.3.3) of the TRPA Code of Ordinances. The total square feet of visible area allowed for this project per Code with a contrast rating score of 24 is 1,035 square feet. The approved visible area for this project is 992 square feet.
6. By acceptance of this permit, the permittee agrees that the scenic mitigation authorized under this permit shall be maintained in perpetuity. Failure to meet scenic mitigation requirements is a

violation of the permit and TRPA Code of Ordinance Section 5.4 and is subject to enforcement actions.

A contrast rating score of 24 will be achieved to comply with the required scenic mitigation and qualify for security release. The project has a maximum of 5 years from final inspection to meet the necessary requirements. When the scenic mitigation requirements have been met, the following documentation shall be submitted to TRPA:

- Post project visible mass elevation drawings on photos taken from 300 feet offshore; and
 - Post project contrast rating sheet (*this will only be required if there are significant changes from approved contrast rating sheet*)
7. Prior to project security release, photos shall be provided to TRPA demonstrating that all areas disturbed from the project have been restored.
 8. Temporary and permanent BMPs may be field fit by the Environmental Compliance Inspector where appropriate.
 9. 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.
 10. 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.
 11. To the maximum extent allowable by law, the permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board, its Planning Commission, 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, 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.

12. This approval is based on the permittee's representation that all plans and information contained in the subject application 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.

END OF PERMIT

ATTACHMENT R

STANDARD CONDITIONS OF APPROVAL FOR RESIDENTIAL PROJECTS

I. CONDITIONS TO BE SATISFIED PRIOR TO CONSTRUCTION:

The following conditions shall be satisfied prior to commencement of any construction activity on the project site, including but not limited to, grading, excavation, and clearing of trees. Failure to satisfy these conditions of approval prior to commencement of constructions activity shall be grounds for revocation of the permit. NOTE: The plans have been reviewed and approved as required under Tahoe Regional Planning Agency (TRPA) Rules, Regulations, and Ordinances only. TRPA has not reviewed and shall not be responsible for any elements contained in the plans, i.e., structural, electrical, mechanical, etc., which are not required for review under said Rules, Regulations, and Ordinances.

- A. The permittee shall return a signed copy of the permit form stating that the permit was received and that the permit is understood, and the contents are accepted prior to any activity or grading occurring within the project area. Plans shall not be stamped approved without TRPA receiving a copy of the signed permit.
- B. A security shall be posted with TRPA to ensure compliance with the conditions of the permit. In most cases, the security shall be determined by TRPA, and will typically be equal to 110 percent of estimated costs of the revegetation, drainage improvements slope stabilization plans and other conditions of approval. For further information on acceptable types of securities, see Attachment J.
- C. The permittee shall submit all required mitigation fees.
- D. Prior to commencement of activity on the site, the permittee shall contact TRPA at least 48 hours in advance and arrange for a pre-grading inspection to verify that all temporary erosion control measures and protective fencing for vegetation are in place.
- E. It is the permittee's obligation to locate all subsurface facilities and/or utilities prior to any grading, dredging or other subsurface activity. The permittee is responsible for contacting the Northern Underground Service Alert (USA, usually known as USA DIGS, 1-800-227-2600) prior to commencement of any activity on the site.
- F. The permittee shall submit final construction drawings and a plan(s) showing revegetation, slope stabilization, and drainage improvements. Revegetation, slope stabilization and drainage improvement plans shall be designed in conformance with the Lake Tahoe Basin Water Quality Management Plan, Volume II, Handbook of Best Management Practices (BMPs).

II. CONSTRUCTION RELATED CONDITIONS:

- A. Any normal construction activities creating noise in excess of the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 am and 6:30 pm.
- B. The permittee shall allow TRPA to enter and inspect the site at any time to determine compliance with the permit.

- C. Engine doors shall remain closed during periods of operation except during necessary engine maintenance.
- D. Stationary equipment (e.g. generators or pumps) shall be located as far as feasible from noise-sensitive receptors and residential areas. Stationary equipment shall be equipped with temporary sound barriers that are near sensitive noise sources or residential areas.
- E. Sonic pile driving shall be utilized instead of impact pile driving where feasible. Holes shall be predrilled to minimize noise impacts from pile driving subject to design engineer's approval.
- F. GRADING
 - 1) All material obtained from excavation work shall be either contained within the foundations, retaining walls, or be disposed of at a site approved by TRPA.
 - 2) The length of open trenches (excluding foundations) shall not exceed 50 feet at the end of each working day, unless approved by the TRPA.
 - 3) Whenever possible, utilities shall occupy common trenches to minimize site disturbance.
 - 4) All excavated material shall be stored up grade from excavated areas. No material shall be stored in stream environment zones or other areas with saturated ground.
 - 5) No grading, filling, clearing of vegetation, operation of equipment or disturbance of the soil shall take place in areas where any historic or prehistoric ruins or monuments or objects of antiquity are present or could be damaged. If any historic or prehistoric ruins or monuments or objects of antiquity are discovered, all grading, filling, clearing of vegetation, operation of equipment or disturbance of the soil shall immediately cease and shall not recommence until a recovery plan is approved by the TRPA.
 - 6) Excavation equipment shall be limited to the foundation footprint to minimize site disturbance. No grading or excavation shall be permitted outside of the building footprint.
 - 7) All excavated materials that are not to be reused on site shall be hauled to a disposal site approved by the TRPA Compliance Inspector or to a location outside of the Tahoe Basin.
 - 8) Maximum excavation depth shall not exceed five feet, unless otherwise approved by TRPA.
 - 9) If groundwater is encountered during construction, cease work and contact TRPA immediately to discuss possible changes in design or dewatering options.
- G. WINTERIZATION
 - 1) There shall be no grading or land disturbance performed with respect to the project between October 15 and May 1, except as follows:
 - i. The grading or land disturbance is for excavation and backfilling for a volume not in excess of three cubic yards for projects approved under the IPES system or parcels within land capability districts 4 through 7.
 - ii. The activity is completed within a 48-hour period.

- iii. The excavation site is stabilized to prevent erosion.
 - iv. A pre-grade inspection is performed by TRPA staff, and the activity passes the inspection.
 - v. The grading/project does not represent or involve a series of excavations, which, when viewed as a whole, would exceed the provisions of this Standard Condition of Approval, and Subsection 2.3 of the TRPA Code of Ordinances.
- 2) Work shall be performed in such a manner that the project can be winterized within 24 hours.
 - 3) All construction sites shall be winterized no later than October 15 of each year as follows:
 - i. Inactive winter sites shall contain erosion and drainage improvements necessary to prevent discharge from the site, including, but not limited to:
 - Installation of temporary erosion controls;
 - Installation of temporary protective fencing of vegetation;
 - Stabilization of all disturbed areas;
 - Cleanup and removal of all construction slash and debris;
 - Installation of permanent mechanical stabilization and drainage improvements, where feasible, and;
 - Removal or stabilization of spoil piles.
 - ii. Active winter sites shall comply with the following:
 - Installation of all permanent mechanical erosion control devices, including paving of all driveway and parking areas;
 - Installation of all permanent drainage improvements;
 - Parking of vehicles, equipment, and storage of materials shall be restricted to paved areas.

H. VEGETATION PROTECTION

- 1) Tree roots must be protected during excavation to prevent damage to the tree. The following practices are recommended:
 - Tree roots four inches in diameter or greater shall not be severed, if avoidable. Hand dig around roots if necessary.
 - If roots cannot be avoided, cut as far away from the trunk as possible.
 - A clean, vertical cut will provide more protection for the tree than leaving roots torn or crushed.
 - Construction materials shall not be stored within the dripline of the tree.
- 2) Tree protection fencing shall be at least 48 inches high and shall be constructed of metal posts and either orange construction fencing or metal mesh fencing also at least 48 inches high (Section 33.6.1). Job sites with violations of the fencing standards will be required to re-fence the job site with a high gauge metal fencing.

- 3) No material or equipment shall enter or be placed in the areas protected by fencing or outside the construction areas without prior approval from TRPA. Fences shall not be moved without prior approval.
- 4) No trees shall be removed or trimmed without prior TRPA written approval unless otherwise specifically exempted under Chapter 2 of the Code of Ordinances.

I. CONSTRUCTION BMPS

- 1) Temporary and permanent BMPs may be field fit by the Environmental Compliance Inspector where appropriate.
- 2) Soil and construction materials shall not be tracked offsite. Grading operations shall cease in the event of a danger of violating this condition exists. The site shall be cleaned, and the road right-of-way shall be swept clean when necessary.
- 3) Loose soil mounds or surfaces shall be protected from wind and water erosion by being appropriately covered and contained when active construction is not occurring.
- 4) Equipment of a size and type that will do the least amount of damage to the environment shall be used. Cleaning of equipment, including cement mixers, shall not be permitted unless approved by TRPA.
- 5) Vehicles or heavy equipment shall not be allowed in a stream environment zone or other saturated areas unless specifically authorized by TRPA. All vehicles and heavy equipment shall be confined to the area within the vegetative protection fencing unless specifically authorized by TRPA.
- 6) At all times during construction, environmental protection and control devices shall be maintained in a functioning state. Such devices include, but are not limited to, dust control devices and vegetative protection.
- 7) All waste resulting from the saw-cutting of pavement shall be removed using a vacuum (or other TRPA approved method) during the cutting process or immediately thereafter. Discharge of waste material to surface drainage features is prohibited and constitutes a violation of this permit.
- 8) To reduce soil disturbance and damage to vegetation, the area of disturbance during the construction of a structure shall be limited to the area between the footprint of the building and the public road. For the remainder of the site the disturbance areas shall not exceed 12 feet from the footprint of the structure, parking area or cut/fill slope. The approved plans should show the fencing and approved exceptions (Section 36.2).

III. **CONDITIONS TO BE SATISFIED PRIOR TO COMPLETION OF THE PROJECT:**

- A. The residence or residence addition shall be completed within two years of the pre-grading inspection. A completed residence or residence addition shall consist of a finished shell and roof. All permanent drainage improvements, slope stabilization and revegetation shall be complete. Permittee may apply for a one-time-only one-year extension of the two-year completion condition. Application shall be made in writing and an application fee submitted prior to the expiration of the two-year period. TRPA must find that the project has been diligently pursued each building season

or that events beyond the control of the permittee prevented diligent pursuit of the project. An additional security may be required to be posted as a condition of the approved permit extension.

- B. Revegetation of disturbed and compacted dirt areas shall follow the guidelines delineated in Chapter 5: Soil and vegetation Management in the Handbook of Best Management Practices. Only species approved by TRPA shall be used for landscaping or revegetation. A list of acceptable native and adapted species is available from TRPA.
- C. Rehabilitation and cleanup of the site following construction shall include, but not be limited to, removal of all construction waste and debris.
- D. Upon completion of the project, as a condition of the release of the security, TRPA shall conduct a final site inspection to verify that all required improvements and revegetation are properly installed and that all the conditions of the permit have been satisfied.
- E. Prior to security release, photos shall be provided to the TRPA Environmental Compliance Inspector taken during the construction of any subsurface BMP's or of any trenching and backfilling with gravel.
- F. All Best Management Practices shall be maintained in perpetuity to ensure effectiveness which may require BMPs to be periodically reinstalled or replaced.

IV. DESIGN STANDARDS:

- A. All exterior lighting shall be consistent with TRPA Code of Ordinances Section 36.8 Exterior Lighting Standards. Specifically, all exterior lighting shall be fully shielded and directed downward so as not to produce obtrusive glare onto the public right-of-way or adjoining properties. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizontal is prohibited.
- B. The architectural design of this project shall include elements that screen from public view all external mechanical equipment, including refuse enclosures, satellite receiving dishes, communication equipment, and utility hardware on roofs, buildings or the ground. Roofs, including mechanical equipment and skylights, shall be constructed of non-glare finishes that minimize reflectivity.
- C. Existing natural features outside of the building site shall be retained and incorporated into the site design to the greatest extent feasible. The site shall be designed to avoid disturbance to rock outcrops and to minimize vegetation removal and maintain the natural slope of the project site.
- D. The roof shall be constructed with a non-glare finish to minimize reflectivity.
- E. The project shall conform to the following design standards for color, roofs, and fences:
 - (a) Color: The color of this structure, including any fences on the property, shall be compatible with the surroundings. Subdued colors in the earthtone and woodtone ranges shall be used for the primary color of the structure. Hues shall be within the range of natural colors that blend, rather than contrast, with the existing vegetation and earth hues. Earthtone colors are considered to be shades of reddish brown, brown, tan, ochre, and amber.

- (b) Roofs: Roofs shall be composed of non-glare earthtone or woodtone materials that minimize reflectivity.
 - (c) Fences: Wooden fences shall be used whenever possible. If cyclone fence must be used, it shall be coated with brown or black vinyl, including fence poles.
- F. Fertilizer use on this property shall be managed to include the appropriate type of fertilizer, rate, and frequency of application to avoid release of excess nutrients and minimize use of fertilizer.
- G. Equipment specifications shall be in conformance with the following:
 - i. Gas water heaters shall not emit nitrogen oxides greater than 40 nanograms of nitrogen dioxide (as NO₂) per joule of heat output at sea level.
 - ii. Water conservation devices shall be used on all fixtures.
 - iii. Gas space heaters shall not emit nitrogen oxides greater than 40 nanograms of nitrogen dioxide (as NO₂) per joule of heat output at sea level.
 - iv. Wood heaters installed in the Region shall not cause emissions of more than 7.5 grams of particulates per hour for noncatalytic wood heaters or 4.1 grams per hour for catalytically equipped wood heaters.
 - v. Woodstoves and fireplace inserts should be operated to minimize particulate emissions. Use only dry, seasoned wood; operate the unit with the doors closed (except when starting the fire); and do not allow a fire to smolder in the unit in a choked condition. A list of acceptable and recommended gas space and water heaters and fireplace inserts is available from TRPA.

V. OTHER GENERAL CONDITIONS

- A. The TRPA Code of Ordinances prohibits the use of the structures authorized by this permit for other than a residential use. Prohibited uses include, but are not limited to, Tourist Accommodation commercial and public service. By acceptance of this permit, the permittee agrees to use the authorized structures solely for residential purposes.
- B. The TRPA permit and the final construction drawings shall be present on-site from the time construction commences until the final TRPA site inspection.
- C. Violation of any of the Special or Standard Conditions shall be grounds for revocation of the permit. Failure to commence construction within the approval period shown on the permit face or failure to diligently pursue construction within the two-year completion period shall result in the expiration of the permit, without notice, by operation of law, on the date shown on the permit face.
- D. The permittee is responsible for ensuring that the project, as built, does not exceed the approved land coverage figures shown on the site plan. The approved land coverage figures shall supersede scaled drawings when discrepancies occur.
- E. This approval is based on the permittee's representation that all plans and information contained in the subject application 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.

- F. 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.
- G. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board, its Planning Commission, 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, 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.

ATTACHMENT J SECURITY PROCEDURES

I. SECURITY REQUIREMENTS

As a condition of project approval, permittees may be required to post a security with TRPA to ensure compliance with conditions of project approval. The amount of the required security will be specified in the special conditions of your permit but in most cases the amount will be equal to 110% of the estimated costs of installation of required water quality Best Management Practices (revegetation, slope stabilization, drainage improvements). An additional or alternate security may be required to ensure compliance with other specific conditions of approval. All securities must be for the amount specified in the permit and be valid for an indefinite amount of time. When conditions of approval are complied with (including completion of revegetation), the owner may request a final inspection with the TRPA Compliance Team (online inspection request form available at www.trpa.gov).

II. SECURITY ADMINISTRATION FEES

All securities posted require a non-refundable administration fee. The administration fee will be charged based on the current fee listed in the [TRPA Filing Fee Schedule](#) (#109) at the time the fee is paid.

III. ACCEPTABLE TYPES OF SECURITIES

TRPA is unable to accept credit card payments for securities. If a security is paid by credit card, the amount will be refunded and returned with a check in the mail, and another appropriate security shall be posted.

A. CHECK

If paying with a physical check it must have an identifying name and address. Please send by mail or drop off at the TRPA office with the required amount (including security administration fee) and application file number.

B. ELECTRONIC CHECK

Electronic checks can be used to pay fees online with your checking account. If choosing this payment method, please coordinate with your Planner to have the fees available to pay through the online Citizen Access portal.

C. CERTIFICATE OF DEPOSIT (CD)

The CD should read: "Purchased by owner/permittee and then made payable to TRPA." "Made payable to owner/permittee and TRPA" is only acceptable if endorsed by the owner/permittee. CDs made out to "Owner/permittee or TRPA" cannot be accepted. The CD must have an open maturity date or be automatically renewable. The following information must be included on the CD: Owner's name, mailing address, Assessor parcel Number. Interest earned on the account may be payable to the holder. (see example, page 4)

D. LETTER OF CREDIT

The security must be in the owner’s name, irrevocable for an indefinite period of time, and documented by a letter or statement from a bank showing the following information: Owner’s name and mailing address, assessor parcel number of the project, the amount of the letter of credit, and documentation required by the bank. The letter or statement must clearly state that TRPA is a beneficiary of the credit amount. (see example, page 6)

E. ASSIGNMENT OF A PERSONAL SAVINGS ACCOUNT

Must consist of the actual savings passbook and a separate notice of assignment. The notice of assignment must include the owner’s name and mailing address, account number, assessor’s parcel number of the project, ad the amount of assignment. (see example, page 5)

F. FAITHFUL PERFORMANCE BOND

This option is only allowed for securities greater than \$10,000 and must be in TRPA’s name. The bond must have the insurance company, bond number, owner of security or principle’s name and mailing address, the assessor’s parcel number of the project, and the amount. The oblige, TRPA, must be clearly identified. The bond must be valid for an indefinite amount of time. Please contact TRPA for an example of how to set up a bond.

IV. PAYING FEES ONLINE WITH MULTIPLE PAYMENT TYPES

When multiple fees are due at acknowledgement (i.e., security, mitigation fees, administrative fees, inspection fees) the applicant has the option to pay fees other than the security with a credit card. To split your payment method, you must pay in two separate transactions. The security shall be paid first with an electronic check. The reminder of the fees will then be totaled and available for payment by credit card. Coordinate with your Planner to get each set of fees active at the appropriate time.

V. PAYING SECURITY THROUGH ONLINE CITIZEN ACCESS PORTAL

For a tutorial on how to create an Accela Citizen Access account visit: www.trpa.gov/apply-online/ and start with step 5.

Once logged into the Accela Citizen Access database follow this process:

- 1. Search for application (if having difficulty, try entering parcel number only and hit search)



General Search

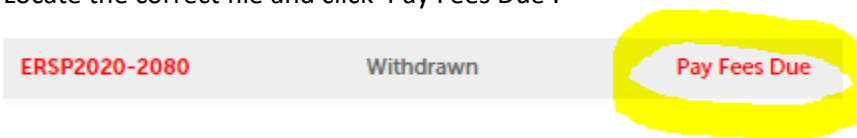
El Dorado xxx-xxx-xx; Placer xxx-xxx-xxx; Washoe xxx-xxx-xx; Douglas xxxx-xx-xxx-xxx

Parcel Number: please include dashes ? File Number:

Street No.: From - To Street Name: ? Direction: ? Street Type:

City: State: Zip:

2. Locate the correct file and click 'Pay Fees Due'.



3. When under payment options, select "Pay with Bank Account." Reminder: securities cannot be paid by credit card.

Payment Options

Amount to be charged: \$944.00

Pay with Credit Card

Pay with Bank Account

VI. EXAMPLES OF NON-CASH SECURITIES

See following pages

SAMPLE CERTIFICATE OF DEPOSIT

TIME DEPOSIT

BRANCH _____ No. _____

DATE _____

PURCHASED BY Owner/Permittee _____

RATE _____ YIELD _____

PAYABLE TO TAHOE REGIONAL PLANNING AGENCY _____

\$ AMOUNT _____

TERM _____

ACCOUNT # _____

AUTHORIZED SIGNATURE _____

The publication(s) you receive contains the terms and condition of this account. This time deposit will be reinvested automatically for the same term upon maturity or on the effect date of a deposit or withdrawal made during the grace period. (The grace period is two business days for terms of 89 days or less; ten calendar days for terms of 90 days or more beginning on the maturity date.) The new interest rate will be the interest rate in effect on the date your funds are reinvested.

*Interest compounded daily. Yield assumes deposit and interest remain in the account for a year at the same interest rate.

IMPORTANT INFORMATION

If you withdraw all or part of your deposit before it matures a substantial interest penalty will be imposed. A personal time deposit evidenced by this receipt is **NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE FEDERAL RESERVE BOARD.**

FD-162 5-89

NOT NEGOTIABLE

Bank of America NT& SA • Member FDIC

SAMPLE ASSIGNMENT OF PERSONAL SAVINGS ACCOUNT

MUST BE ON BANK LETTERHEAD WHICH INCLUDES BANK ADDRESS & PHONE NUMBER

NOTICE OF ASSIGNMENT TO ACCOMMODATE SAVINGS ACCOUNT PASSBOOK

NOTICE OF ASSIGNMENT

[Name of Owner(s)] hereinafter called Assignor, does (do) hereby assign and set over to the Tahoe Regional Planning Agency (TRPA), all right, title, and interest of whatever nature, of Assignor, in and to the insured account of the Assignor in the name [Name of Bank/Savings & Loan] evidenced by an account in the amount of \$ _____ numbered _____ which is delivered to the TRPA herewithin. Assignor agrees that this assignment carried with it the right in the insurance of the account by the Federal Savings and Loan Insurance Corporation/Federal Deposit Insurance Corporation, and includes the right of the TRPA to redeem, collect, and withdraw the full amount of such account at any time WITHOUT NOTICE TO THE ASSIGNOR. This assignment is given as security liability for:

Assurance that the owner will comply with the TRPA permit conditions as required by the TRPA Code of Ordinances, Section 8.8. the amount is set aside solely for that purpose and is available on demand to the TRPA if the conditions are not satisfied. Please advise the office when the assignment can be released.

Assignor hereby notified the above-named institution of this agreement. Assignor hereby certifies that he/she/they agree that the above-referenced account will be renewed in its full amount if performance of the above-referenced conditions have not been certified by the Agency prior to the maturity date of the subject account.

Dated this _____ day of _____, _____

Assignor _____ Assignor _____

Owner's Name _____

Account Number _____

APN _____

Amount of Assignment _____

Bank Acknowledgement _____

SAMPLE LETTER OF CREDIT

MUST BE ON BANK LETTERHEAD WHICH INCLUDES BANK ADDRESS & PHONE NUMBER

Date _____

Tahoe Regional Planning Agency (TRPA)
P.O. Box 5310
Stateline, BV 89449

Assessor's Parcel Number _____

At the request for the account of (owner/permit name and mailing address), we hereby open in your favor our irrevocable Letter of Credit No. _____ in the aggregate amount of \$ _____ available by your draft drawn on us at sight when accompanied by the following documents:

1. Your signed certification executed by a TRPA official stating that (owner/Permitee) has not completed revegetation, slope stabilization, and/or drainage improvements as per file _____ entered into with TRPA.
2. This original Letter of Credit

The irrevocable Standby Letter of Credit expires on _____. However, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one-year periods from the present and all future expiration dates hereof unless 60 days prior to any such date (Name of Bank) shall notify the TRPA *in writing by certified mail, return receipt requested*, at the above address that (Name of Bank) elects not to consider this Letter of Credit renewed for any such additional period. Upon receipt of such notice, you may draw on us hereunder by means of your draft on us a sight for the full amount of this Letter of Credit, accompanied by your name above noted signed certification.

Sincerely,

Name of Bank

By: _____

By: _____

SAMPLE LETTER OF HOLD ON PERSONAL SAVINGS

MUST BE ON BANK LETTERHEAD WHICH INCLUDES BANK ADDRESS & PHONE NUMBER

Date _____

Tahoe Regional Planning Agency (TRPA)
P.O. Box 5310
Stateline, BV 89449

Assessor's Parcel Number _____

This letter is to advise you that (Owner's name and mailing address) has authorized (Name of Bank/Savings & Loan) to place a hold on account _____ in the amount of \$ _____ for an indefinite period of time.

The hold on the account is assurance that the owner will comply with TRPA permit conditions as required by the TRPA Code of Ordinances, Section 8.8. This amount is set aside solely for that purpose and is available on demand to the TRPA if conditions are not satisfied. Please advise this office when the hold on account can be released.

Sincerely,

Name of Bank/Savings & loan

By: _____