

ORDINANCE NO. 2021-02

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SIERRA LAKES COUNTY WATER DISTRICT AMENDING THE DISTRICT CODE CONCERNING USE OF DISTRICT PROPERTY

BE IT ORDAINED by the Board of Directors of the Sierra Lakes County Water District, Placer County, California as follows:

SECTION ONE

The Board of Directors of the Sierra Lakes County Water District ("District") hereby amends: (i) District Code Chapter 4, Division XXX – Use of District Property, (ii) and Chapter 4, Division XXX, Attachment A – Piers and Docks on District Property, and (iii) Chapter 4, Division XXX, Indemnity and Hold Harmless Agreement to read as attached hereto as Exhibits A, B, and C respectively.

SECTION TWO

To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms and conditions of any prior District ordinances, resolutions, rules, or regulations governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof and such inconsistent or conflicting provisions of prior ordinances, resolutions, rules, or regulations are hereby repealed.

SECTION THREE

If any provisions of this Ordinance or application thereof to any person or circumstance is held invalid, no other provisions of this Ordinance shall be affected thereby.

SECTION FOUR

This Ordinance shall be in full force and effect immediately upon adoption.

SECTION FIVE

This Ordinance shall be published and posted in accordance with the California County Water District Act, Water Code section 30000 et seq. Within ten (10) days of adoption, this Ordinance, including the vote of each Director, shall be posted in three public places within the District.

PASSED AND ADOPTED by a majority vote of the Board of Directors of the Sierra Lakes Counter Water District, Placer County, State of California, on this 12th day of November, 2021 at a regular meeting of the Board by the following roll call vote:

AYES: Directors Stockton, Heald, Harvey and Jackson
NOES: None
ABSENT: None
ABSTENTION: None

SIERRA LAKES COUNTY WATER DISTRICT



Don Stockton, President

ATTEST:



Anna Nickerson, Secretary

EXHIBIT A

District Code Chapter 4 Use of District Property

DIVISION XXX GENERAL PROVISIONS

Section 30.01 The provisions and restrictions established by this Division shall apply to all persons coming on to and/or using District property, except property leased or licensed to the Serene Lakes Property Owners Association, for any purpose. The District may establish reasonable and appropriate fees, as it deems necessary, to cover the costs incurred to administer any and all Sections of this Division.

Section 30.02 No person shall leave any trash, garbage, litter, ashes, or waste product of any nature, or any construction material or debris on District property. Any person controlling or owning an animal that defecates on District property shall immediately remove the animal waste from the District property.

Section 30.03 Dogs and other pet animals must be leashed at all times while on District lands except in those areas expressly designated by the District as a dog play area. Dogs observed molesting or menacing any person or wildlife will be referred to the County Animal Control.

Section 30.04 No person shall leave unattended overnight (defined as the period from sunset to sunrise) any equipment, boat or personal property on real property owned by the District, unless expressly authorized in writing or as otherwise allowed in Sections 30.05 and 30.06, by the District. Any unauthorized equipment, boats or personal property left unattended overnight on District property may be immediately removed from District property by District personnel or licensee. Any personal property removed shall be inventoried and stored by the District or licensee for a period of not less than thirty (30) days, during which time the Owner thereof or duly authorized and authenticated agent may secure the return of the removed item(s) upon presentation of satisfactory proof of ownership and payment of a reasonable removal and impound fee. The amount of said fee may be modified from time to time as the District determines is reasonable and appropriate to cover the costs incurred by the District or licensee. Large items (such as but not limited to boats) may be charged such extraordinary removal and impound fees as may be representative of the costs incurred by the District or licensee. After said thirty (30) day period, the District or licensee may dispose of the equipment, boat or personal property left on District property in violation of this Division.

Section 30.05 Notwithstanding the provisions of Section 30.04, above, non-trailerred boats including canoes, kayaks, paddle boats, paddle boards, fishing and sailing boats (herein referred to as vessels) less than 18-foot in overall length (10-foot double hull) may be stored at designated sites on District properties between May 1st and October 15th of each year. An owner desiring to leave any vessel unattended on District property shall be required to register the vessel annually with the District or a District designated licensee providing the name of the owner and identifying information. The District reserves the right to restrict the number of vessels that may be registered by any one residential parcel and the total number stored on any District property. Vessel storage at District owned lake access sites shall be in accordance with the following requirements as established for each site:

- Day Use: day use storage is limited to vessels actively used during daylight hours, overnight storage is prohibited.

- Short-Term: short-term storage permits overnight storage of vessels at designated locations for a maximum of three consecutive days while the Serene Lakes property owner or renter is in residence. Day use storage is allowed at access sites where short-term storage is permitted.
- Seasonal: seasonal storage permits storage of vessels at a District designated location for the period from June 1st to October 15th. Day use storage is allowed at access sites where seasonal storage is permitted.

Vessel storage on District property located lakeward of private property is limited to a maximum of two (2) vessels at any one time by the adjacent owner or renter. Vessels must be stored entirely out of the water, at least 6" off the ground and away from areas of riparian vegetation where possible. In addition when the owner or renter is not in residence, the two(2) permitted vessels must be removed back at least twenty-five feet (25') from the lake shore edge and stored at least 6" off the ground away from areas of riparian vegetation or be removed entirely from District property if an appropriate location satisfying the foregoing requirements is not available on the lakeward District property.

The District may immediately remove any unpermitted vessel left on the District property overnight and may immediately remove any permitted vessel left on the District property during the period of October 16th to April 30th per Section 30.04. The vessel's owner shall be responsible for the costs, including but not limited to the reasonable costs of District personnel and administrative costs, incurred by the District in removing, storing the vessel for a period not less than thirty (30) days and subsequently disposing of the vessel left on District property in violation of this Division.

Section 30.06 Storage of portable personal property on District property located lakeward of private property by the adjacent owner or renter is limited to the period while the adjacent owner or renter is in residence. Personal property may not be stored or used in areas with riparian vegetation. When the adjacent owner or renter is not in residence, the personal property must be removed entirely from District property.

Notwithstanding the provisions of Section 30.04, above, the District may remove and immediately discard and/or dispose of any personal property left on District property by non-adjacent property owners, when it reasonably appears that the personal property has a value of less than One Hundred Dollars (\$100.00), including but not limited to chairs, tables, coolers and other picnic equipment.

Section 30.07 No person shall light a fire on District property, including but not limited to camp fires or barbeques.

Section 30.08 Use of District property for gatherings of more than 10 people is prohibited. Overnight camping is prohibited on District property.

Section 30.09 Hunting, trapping, chasing, molesting, harming, removing, killing or otherwise disturbing wildlife on District property is prohibited at all times unless expressly authorized in writing by the Board. Damaging or destroying the habitat of any species of wildlife and the removal or destruction of native plants, bird or reptile eggs is prohibited. Fishing is allowed in accordance with applicable California Department of Fish and Wildlife regulations. No person or group shall stock the lakes with fish or otherwise introduce aquatic plant or animal species without prior notice to the Board. Written proof of the issuance of permits and/or waivers from regulatory agencies shall be provided to the District prior to stocking.

Section 30.10 The discharge of firearms or projectile weapons, such as slingshots, spears or bows and arrows, on District property is prohibited.

Section 30.11 Hazardous activities of any kind are prohibited on District property. These activities are defined as those activities that might constitute or contribute to any hazard to property, persons, wildlife or habitat. Such activities include, but are not limited to, the use of fireworks or other explosives, use of remote-controlled craft and launching of missiles.

Section 30.12 Lake access across District property is limited to designated locations. Swimming or wading (humans or pets) in any portion of Lake Serena (northerly lake) is prohibited at all times.

Section 30.13 Maintenance or placement of privately owned structures, including but not limited to recreation facilities, piers, docks, walkways, driveways and landscaping on District property is prohibited unless expressly permitted by the District in writing. Construction of any kind, unless specifically authorized in advance in writing by the District is prohibited. Prohibited activities include, but are not limited to, excavations, ground clearing or grading, import of any earth materials, erection of permanent or temporary structures and fences, erection of signs and posting of bills, notices or posters. See Attachment "A" regarding construction and maintenance of piers and docks.

Section 30.14 Maintenance, removal or replacement of District property, facilities or equipment shall only be performed by District personnel or by parties providing such services under contract as approved by the District.

Section 30.15 Maintenance, removal, pruning or otherwise cutting vegetation and trees on District property shall only be performed by District personnel or by parties providing such services under contract as approved by the District unless expressly authorized in writing by the District.

Section 30.16 No motorized vehicles whatsoever including boats (except for boats equipped with only low power electric trolling motors operating at speeds not to exceed 3mph), automobiles, trucks, motorcycles, snowmobiles, bicycles or all-terrain vehicles are allowed on District property (excepting paved areas adjacent to the District's offices or other designated areas) unless required for management activities authorized by the District.

Section 30.17 Commercial activities of any kind are prohibited on District property unless express authorized in advance and in writing by the District.

EXHIBIT B

District Code Attachment A to Division XXX of Chapter 4 Piers and Docks on District Property

1. No piers or docks shall be constructed or maintained on or over District property (i.e., the Lake Parcel) without the express written approval and authorization of the District as provided in this Attachment A. The District may provide an application form to be used with all applications for approval and authorization, and the approval and authorization of any pier or dock shall be subject to the District's determination of such pier's or dock's impact on the subject lake's shoreline environment and water quality and its compliance with the requirements of this Attachment A.
2. All piers and docks located on or over District property shall be subject to an annual review requirement. Initial and annual fees, as the Board determines are reasonable and appropriate to cover the costs incurred by the District in connection with reviewing and permitting piers and docks, shall be charged to all pier and dock owners.
3. The owners of all District authorized piers and docks shall, as a condition for initial approval and annual permitting, waive and release District from all liability for any loss, injury or other damage to any person or property occurring on, or about or in connection with the use of the owner's authorized pier or dock and indemnify, defend and hold the District harmless from any third party suit or claim arising out of the construction, maintenance or use of the structure located partially or fully on District property. An Indemnification and Hold Harmless Agreement between the Owner and District in a form prescribed by the District shall be executed prior to the approval and authorization of any new pier or dock and be re-confirmed in connection with the annual review of the pier or dock. The Owner shall provide proof of liability insurance naming the District, its Board, agents, representatives, employees, consultants, and volunteers as additional insured.
4. All piers and docks shall be maintained by the owner, at the owner's expense, in good and safe condition and repair. Piers and docks may be inspected by the District on an annual basis to confirm the structure is in compliance with the terms of the applicable permit and the requirements of this Attachment A. All noted deficiencies shall be corrected within 60 days of notification and a re-inspection may be made by the District. The District reserves the right to deny or revoke the permit for any pier or dock that is not in an acceptable and functioning condition and to remove non-maintained structures, including obtaining any required permits from regulatory agencies, at the owner's expense.
5. All piers and docks shall be set back a minimum of 20-feet from the lakeward extension of the residential side lot lines unless precluded by parcel geometry or necessary for environmental protection. No new pier or dock shall (i) extend more than 20-feet lakeward from the stable shore line as established by the District General Manager (generally at the dam crest elevation of 6873.54 feet), (ii) exceed a total square footage coverage of 80 square feet (counting all portions of the structure lakeward from the stable shore line) or (iii) have a width parallel to the shoreline of greater

than 10 feet at any point without the approval of the District. No more than one pier or dock is allowed per parcel. The construction of shared piers and docks is encouraged and in the case of a shared pier or dock, the setback requirement from the extension of the common lot line is not applicable.

6. The District General Manager shall be responsible for the review and approval or disapproval of all dock and pier applications, provided however, that all requests for variances from the criteria specified in Sections 5 and 8 of this Attachment A shall be presented to the Board for its review and approval or disapproval. Existing piers and docks that have previously been reviewed and approved by the District shall not be required to comply with the design and placement criteria specified in Sections 5 and 8 of this Attachment A and can be maintained in their prior approved configuration unless it is determined by the District General Manager that they present a clear and immediate or immanent adverse effect on water quality in which event they shall be subject to review and approval by the Board which may require modification or removal.
7. No modification of the approved structure or configuration of existing piers, docks or connecting walkways shall be made without prior approval of the District . Any additional regulatory permits, approvals and/or fees required for construction are the responsibility of the owner. Written proof of the issuance of other permits and/or waivers from regulatory agencies shall be provided to the District prior to starting work.
8. Construction and maintenance of all piers, docks and connecting walkways located on District property shall be in accordance with the following minimum requirements:
 - o piers and docks shall not utilize a permanent footing(s). Wood or metal pipe posts temporarily driven into the lake bottom are allowed to stabilize floating docks;
 - o the construction of sidewalls or roofs on piers and docks is prohibited, handrails are permitted;
 - o the height of the pier or dock deck shall not exceed 24" above the water surface;
 - o construction or repair plans shall be submitted to the District for review and approval. At a minimum the plans shall include:
 - o a site plan showing the proposed location of the pier or dock relative to the owner's property boundary lines and the lake shore. The location shall comply with the requirements prescribed in Paragraph 5 above.
 - o a description of the dimensions and design of the pier or dock (or related improvements) with manufacturers information if applicable.
 - o construction details as required to show the scope of work (if not shown in manufacturer's information provided to the District).
 - o proposed materials and finishes (if not shown in manufacturer's information provided to the District).
 - o connecting walkways to a dock or pier shall (i) be subject to District approval, (ii) only be permitted if necessary to cross sensitive drainage or riparian vegetation areas and (iii) shall be designed to limit the impact on the underlying soil and vegetation and to maintain drainage flows to an extent acceptable to the District General Manager and in accordance with design specifications prescribed by the District General Manager;
 - o all construction materials to be non-toxic, e.g., no pressure treated wood, paint or wood stains/preservatives, all structural supports/hardware to be stainless, galvanized, corrosion-resistant or non-painted steel or aluminum;

- all visible portions of the pier or dock above the water line shall be non-reflective earthtone colors to the extent possible; and
- excavation of earth and vegetation is prohibited except for District approved minor surface excavation required to set individual stepping stones;
- the use of construction and management practices prescribed by the District General Manager related to erosion control, the preservation of water quality and shoreline protection both during and post-construction.

EXHIBIT C

District Code Division XXX of Chapter 4 Indemnity and Hold Harmless Agreement

This Indemnity and Hold Harmless Agreement (the "Agreement"), dated as of the ____ day of 20__, is entered by and between _____ ("Indemnitor"), and the Sierra Lakes County Water District, a California Special District ("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 permit from Indemnitee for the construction and or use of a pier/dock located at Lake Serena or Dulzura, the underlying property being owned by the Indemnitee (the "Indemnitee's Property"). 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 In consideration of being permitted to enter and use the Indemnitee's Property for the purpose of constructing, maintaining and using a pier or dock in any way, the undersigned hereby agrees to the following:

INDEMNITY

- 2.1 The Indemnitor hereby releases, waives, discharges and covenants not to sue Indemnitee or its directors, officers, employees, agents, consultants, representative or authorized volunteers (collectively with the Indemnitee, the "Indemnified Parties) for all liability for any loss or damage, and any claim or demands therefor on account of injury to any person or property or resulting death, related to the Indemnitor's use of the Indemnitee's Property for the construction, maintenance and use of a pier/dock.
- 2.2 The Indemnitor hereby agrees to indemnify, defend and hold harmless the Indemnified Parties and each of them from any loss, liability, damage or cost they may incur due to the presence of the Indemnitor, Indemnitor's family, guests, invitees or lessees, or the general public in, upon or about the Indemnitee's Property or in any way using the pier/dock. The Indemnitee shall have the right to accept or reject any legal representation that Indemnitor proposes to defend the Indemnified Parties.
- 2.3 The Indemnitor hereby assumes full responsibility for any risk of bodily injury, death or property damage that may incur due to the presence of the Indemnitor, Indemnitor's family, guests, invitees or lessees or the general public upon or about the Indemnitee's Property or in any way using the pier/dock.
- 2.4 The Indemnitor shall provide proof of liability insurance in the form of a certificate delivered to the

Indemnitee. Certificates and insurance policies shall include an endorsement stating that the Indemnitee and the Indemnified Parties its Board, agents, representatives, employees, consultants, and volunteers are named as additional insured. The Indemnitee retains the right to review said liability insurance policy with respect to the terms of coverage.

GENERAL PROVISIONS

- 3.1 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 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 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 Placer County.
- 3.4 This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action shall be the Placer County Superior Court. The Indemnitor further expressly agrees that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 3.5 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. The undersigned has read and voluntarily signs this Agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.
- 3.6 This Agreement may be signed in counterparts. The Parties hereby consent to the use of electronic signatures.

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

Dated: _____ Indemnitor: _____

By: _____

Name: _____

Its: _____

Indemnitee:

Sierra Lakes County Water District,
a California County Water District

Dated: _____

By: _____

Name: _____

It's: Board President