

**From:** Jane Bielke-Loll [mailto:[jloll@mac.com](mailto:jloll@mac.com)]  
**Sent:** Monday, June 22, 2020 10:45 AM  
**To:** Anna M Nickerson <[anickerson@slcwd.org](mailto:anickerson@slcwd.org)>  
**Subject:** Dock

Anna,

This is John Loll (Jane's Husband). We had received word indirectly from some audience members at the meeting that the Board had redesigned our proposal and would approve a dock with a dimension of 14' x 4'. We are frustrated this occurred: we believe that our original proposal complied with SLCWD's ordinance, and we do not like being limited to parameters that are more restrictive than the rules require. We would like to re-submit our proposal with additional explanation and will be asking the Board to render a new decision. But before we do so, we would like to discuss this matter with SLCWD staff (and perhaps also individual board members) prior to resubmitting. These are our questions:

1. Where in the ordinance does it state that the horizontal surface area of the dock material must be 60 square feet or smaller? Unless we are mistaken, there is no explicit 60 square foot limit. The ordinance states (and I quote): "No new pier or dock shall extend more than 15-feet lakeward from the high-water line (i.e. dam spillway elevation) nor be greater than four feet in width without the approval of the Board." Indeed that phrase implies a 60 square foot region (15' x 4' = 60 square ft); however, the sentence does NOT refer to the total square footage of the dock structure. It only refers to the region of extension beyond the lake water line.
2. Did the Board read the part of our proposal that stated (on page 2) "We will place the shoreline segment on dry ground, one foot from the high-water lake line; (the dock will extend 15 feet lakeward)?" Again, unless there is an explicit 60 square foot limit for the entire structure, we believe that we are fully compliant if we place at least 1 foot of the structure on the shoreline, leaving a 4'x15'(or less) extension in the lakeward direction. We hope the Board realizes that the 4 square foot section that remains on the shore is necessary for us to safely step onto and off the dock itself.
3. Can someone at SLCWD help us understand why so many other Pier d'Norte docks on the lake have the same 4' x 16' dimension that we are proposing to use (including my next door neighbors)? I realize that the ordinance gets modified from time to time, but I don't understand how or when this implied "60 square foot limit" suddenly became a new standard.

I appreciate your time to help us explore these questions. We look forward to continuing this discussion and resubmitting our proposal for the next SLCWD board meeting.

- John Loll

On Jun 22, 2020, at 9:16 AM, Jane Bielke-Loll <[jloll@mac.com](mailto:jloll@mac.com)> wrote:

Begin forwarded message:

**From:** Anna M Nickerson <[anickerson@slcwd.org](mailto:anickerson@slcwd.org)>

**Subject: RE: Permits**

**Date:** June 22, 2020 at 9:11:25 AM PDT

**To:** 'Jane Bielke-Loll' <[jloll@mac.com](mailto:jloll@mac.com)>

**Cc:** 'Bernard Pech' <[bj.pech@gmail.com](mailto:bj.pech@gmail.com)>

Jane,

The Board did discuss your dock Friday night. The main discussion was about the proposed size because it exceeds the limit prescribed in the District's Ordinance (Limit 64 sq. ft.). The Board did approved the dock/pier provided the dimension be modified to meet the limit. Paul is out this week and will be drafting a letter to you with more information about possible changes to the configuration. If he checks in later this week I will has him about getting the letter.

Have a great day,  
Anna Nickerson  
Financial Consultant  
530-426-7800

## INDEMNITY AND HOLD HARMLESS AGREEMENT

This Indemnity and Hold Harmless Agreement (the "Agreement"), dated as of the 6/30 day of 2017, is entered by and between Bernard Pech ("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 6/30/2017 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. 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, its directors, officers, employees, or authorized volunteers 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 property for the construction, maintenance and use of a pier/dock.
- 2.2 The Indemnitor hereby agrees to indemnify, defend and hold harmless the Indemnitee and each of them from any loss, liability, damage or cost they may incur due to the presence of the Indemnitor or general public in, upon or about the 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 they may incur due to the presence of the Indemnitor or general public upon or about the 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 its Board of Directors, 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

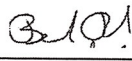
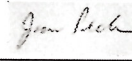
- 3.1 This Agreement contains the entire agreement between the parties relating to the indemnity of Indemnitee by Indemnitor and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

- 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.

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

Dated: 6/30/2020

Indemnitor:  
Bernard Pech & Joan Pech

By:  

Its: Home Owners

Sierra Lakes County Water District, Indemnitee:

Dated: \_\_\_\_\_

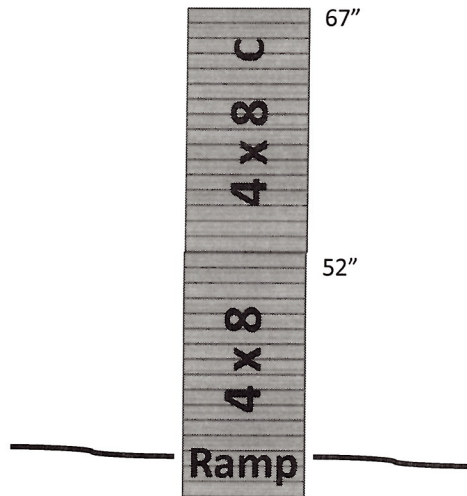
By: \_\_\_\_\_

Its: Board President



Designed by: Tammy Schmidt  
Pier of d'Nort Corp.  
6035 Hwy 70 East, PO Box 186  
St. Germain, WI 54558  
New Phone No: (715) 941-4707  
e: tammy@pierofdort.com  
w: www.pierofdort.com

## Pech, Bernard



1' Foot of section on shore