Attachment B
Draft Permit

PROJECT DESCRIPTION:	IVGID Beach House & Guard Shack Tear Down/Rebuild	APN(S):	127-280-01
PERMITTEE(S):	IVGID	FILE #:	ERSP2025-1343
COUNTY/ADDRESS:	Washoe County/967 Lakeshore Blvd.		

APPROVAL: Having made the findings required by the Agency's ordinances and rules, the TRPA Governing Board approved the project on _____, subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit.

EXPIRATION: This permit shall expire on _____, without further notice unless the construction has commenced prior to this date and is diligently pursued thereafter, as defined by the TRPA Code of Ordinances. 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. A TRPA-approved construction schedule will be enacted at the passing of a pre-grade inspection and will supersede this permit expiration date. Review additional information regarding permit expiration and extensions in the TRPA Code of Ordinance section 2.2.4 and Attachment Q.

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/CITY BUILDING PERMIT. TRPA'S ACKNOWLEDGEMENT IS NECESSARY TO OBTAIN A COUNTY/CITY BUILDING PERMIT. THE COUNTY/CITY 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.

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_____ Click or tap to enter a date.

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)_____ Date_____

(wet signature required)

PERMIT CONTINUED ON NEXT PAGE

TRPA File # ERSP2025-1343
APN 127-280-01

Mitigation Fees & Securities

Water Quality Mitigation (1): Amount: $39,352.02 Paid: _____ Receipt #: _____

Off-Site Coverage Mitigation (2): Amount: $800 Paid: _____ Receipt #: _____

Excess Coverage Mitigation (3): Amount:_____ Paid: _____ Receipt #: _____

Project Security (4): Amount:_____ Paid: _____ Receipt #: _____

Security Administration (5): Amount:_____ Paid: _____ Receipt #: _____

Mitigation Fees & Securities Notes:

(1) See Special Condition 3.a, below.
(2) See Special Condition 3.b, below.
(3) To be Determined. See Special Condition 3.c, below.
(4) To be Determined. See Special Condition 3.d, below.
(5) Consult the TRPA filing fee schedule for the current security administration 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 CONDITIONS

1. This permit specifically authorizes the teardown of an existing beach house and guard shack and the construction of a new guard shack, beach house, bar, and bandstand at Incline Beach, 967 Lakeshore Blvd., Washoe County, Nevada. There will also be modifications to the existing ingress/egress pattern and parking lot. The beach house will function as a concession stand with a full kitchen and restroom. With this project, the subject site will have 5,256 square feet of LCD Class 1b (SEZ) land coverage, 2,436 square feet of LCD Class 1b (backshore) land coverage, 1,623 square feet of LCD Class 4 land coverage, and 98,545 square feet of LCD Class 6 land coverage. Total onsite coverage will be 107,860 square feet. No land coverage changes are taking place with Land Capability Districts (LCD) Class 1b (SEZ), Class 1b (backshore), or Class 4 with this project. No people at one time (PAOTs) are required for this project because beach access is not being expanded and recreation capacity is not being increased. Temporary and permanent Best Management Practices (BMPs) will be installed with this project.

2. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.

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3. Prior to permit acknowledgement, the following conditions of approval must be satisfied:

   a. A water quality mitigation fee of $39,352.02 shall be paid to TRPA. This fee is based on the creation of 21,157 square feet of land coverage at a rate of $1.86/square feet. *Note: The most recently approved coverage on a stamped set of plans is 86,703 square feet per TRPA File # 1998012STD.*

   b. The permittee shall submit an off-site coverage mitigation fee of $800 for the creation of 40 square feet of land coverage in the public right-of-way.

   c. The affected property has 5,209 square feet of LCD Class 1b excess land coverage (5,297 square feet of LCD Class 1b excess coverage - 88 square feet of previously mitigated excess coverage). The permittee shall mitigate a portion or all of the excess land coverage on this property by removing coverage within Hydrologic Transfer Area – Incline or in a different hydrologically related area provided the restoration occurs on more sensitive land than the project area or by submitting an excess coverage mitigation fee.

      To calculate the amount of excess coverage to be removed, use the following formula:

      Estimated project construction cost multiplied by the fee percentage of 1.75% (as identified in Table 30.6.1, Chapter 30 of the TRPA Code of Ordinances) divided by the mitigation factor of 8. If you choose this option, please revise your final site plans and land coverage calculations to account for the permanent coverage removal.

      An excess land coverage mitigation fee may be paid in lieu of permanently retiring land coverage. The excess coverage mitigation fee shall be calculated as follows:

      Coverage reduction square footage (as determined by formula above) multiplied by the coverage mitigation cost fee of $20.00 for projects within Hydrologic Transfer Area 1-Incline. Please provide a construction cost estimate for the structural elements of the structure by your licensed contractor, architect or engineer. The structural elements include, without limitation: pier pilings, bracing and supports, bearing walls, rafters, foundations, and base materials under asphalt or concrete.

   d. The security required under Standard Condition I.B. of Attachment Q shall be equal to 110% of the estimated BMP cost and shall be determined upon the permittee's submittal of the required BMP plan and related cost estimate. Please see Attachment J, Security Procedures, for the appropriate methods of posting the security and for the calculation of the required security administration fee.

   e. A BMP Inspection and Maintenance Plan shall be submitted detailing the maintenance requirements and schedules for all BMPs installed on the property. The log shall be filled out twice annually, in the spring and fall. This plan shall be retained on-site and made available to TRPA per request. A sample plan may be viewed at tahoebmp.org.

   f. The boundaries of the 100-year floodplain shall be reflected on the plans. No work is authorized in the floodplain with this project.

   g. The permittee shall provide exterior lighting details that comply with TRPA Code.

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h. The permittee shall submit an electronic version of the final plan set for electronic stamping.

4. Maximum excavation depths shall not exceed the depths approved in the Soil Hydrologic Approval (ref. LCAP2025-0152), available at: https://parcels.laketahoeinfo.org/AccelaCAPRecord/Detail/LCAP2025-0152

5. The visual assessment for the proposed project was evaluated under and complies with Level 5, Option 2, of the Visual Magnitude System (Section 66.3.3) of the TRPA Code. The subject site has a composite contrast rating score of 21. The total square feet of visible area allowed on the subject site is 6,902 square feet. The approved visible area with this project is 1,840 square feet.

6. Outdoor music is prohbited between 10:00 p.m. and 8:00 a.m.

7. The trees on this parcel shall be considered as scenic mitigation and shall not be removed or trimmed for the purposes of view enhancement. Any such removal or trimming shall constitute a violation of project approval.

8. Prior to project security release, photos shall be provided to TRPA demonstrating that all areas disturbed from the project have been restored.

9. Temporary and permanent BMPs may be field fit by the Environmental Compliance Inspector where appropriate.

10. No work is authorized in a floodplain, stream environment zone (SEZ), SEZ setback, or the backshore with this project.

11. All mechanical equipment shall be screened from Lake Tahoe.

12. TRPA has determined that the parcel is in close proximity to a TRPA Designated Historic Resource (#64 – Sierra Nevada Wood and Lumber Company Narrow Gauge Railroad) and a site that may maintain cultural significance for the Washoe Tribe. Due to the location of the construction in proximity to a TRPA Designated Historic Resource, there is a possibility that artifacts or other archaeological and/or below-grade resources may be discovered. Upon discovery of any artifact during earth-moving activities or construction of the project, the applicant shall pause any activity disturbing the site and consult with TRPA and the Washoe Tribe (ref. HIST2025-1001).

13. 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.

14. 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.

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15. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board (including individual members), its Planning Commission (including individual members), 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, administrative appeal, 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. The 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. The permittee and its agent(s) agree that the indemnification obligations assumed under the permit shall survive expiration of the permit or completion of the project.

END OF PERMIT

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