



Short-Term Rental Administrative Review Staff Report

Date: August 16, 2024

SHORT-TERM RENTAL ADMINISTRATIVE REVIEW CASE NUMBER:

WSTRAR24-0004 (101 Pinion Drive)

BRIEF SUMMARY OF REQUEST:

The applicant is proposing to operate a Tier 2 short term rental with a maximum occupancy of 16 persons.

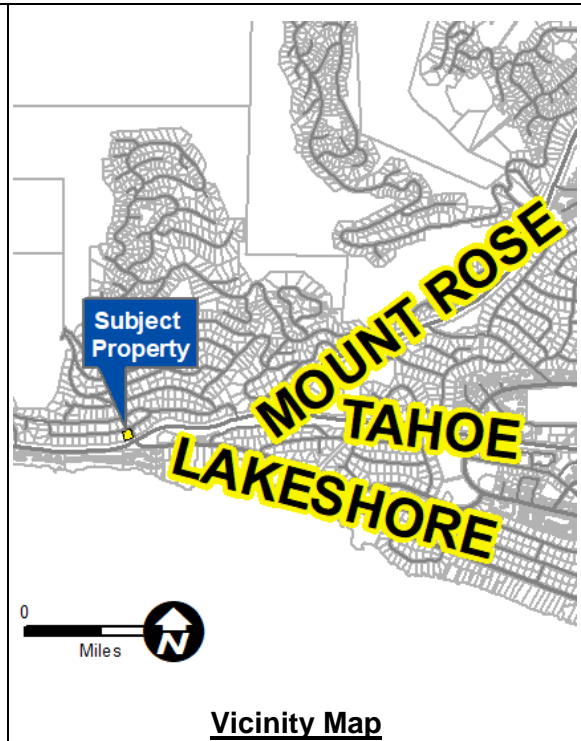
STAFF PLANNER:

Katy Stark, Planner
Phone Number: 775.328.3618
E-mail: krstark@washoecounty.gov

CASE DESCRIPTION

For possible action by the Washoe County Director of Planning and Building to approve a Tier 2 short-term rental administrative review permit for a maximum occupancy of 16 persons.

Applicant: Tahoe Luxury Properties
 Property Owners: Zhuang Family Trust & Junaid Family Trust
 Location: 101 Pinion Drive, Incline Village, NV 89451
 APN: 122-111-02
 Parcel Size: 0.528 acres
 Master Plan: Tahoe – Incline Village #4
 Regulatory Zone: Tahoe – Incline Village #4 (TA_IV4)
 Planning Area: Tahoe
 Development Code: Authorized in Article 319 Short-Term Rentals & Article 809, Administrative Review Permits
 Commission District: 1 – Commissioner Hill



STAFF RECOMMENDATION

APPROVE

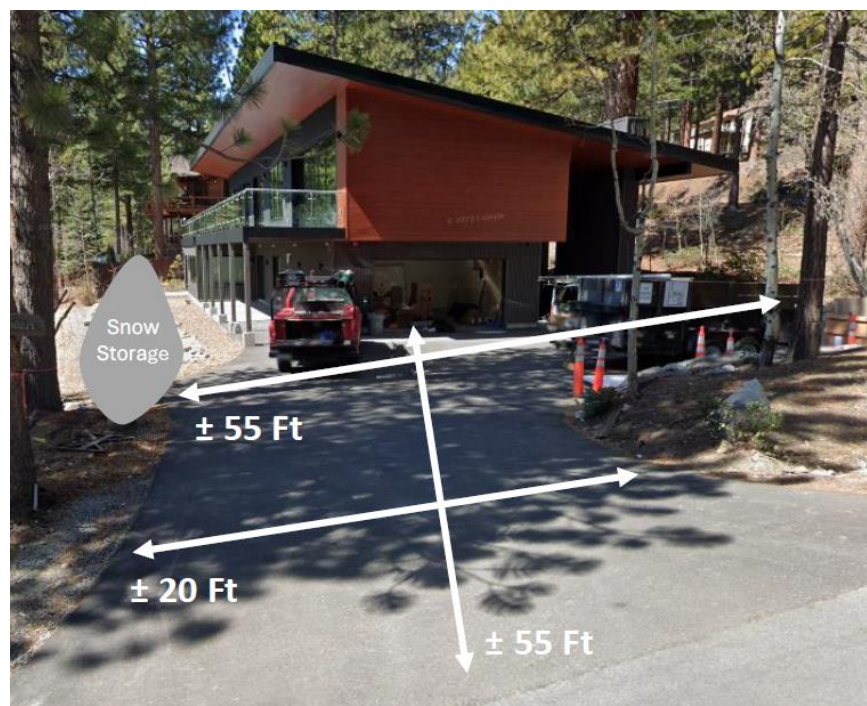
APPROVE WITH CONDITIONS

DENY

Project Evaluation

The subject parcel, APN: 122-111-02, is 0.528 acres and has a regulatory zone of Tahoe – Incline Village #4 (TA_IV4). There is an existing 4,053 square foot main dwelling on the property with seven bedrooms confirmed during the building inspection. The main dwelling's total square footage includes both habitable and non-habitable space. The applicant is proposing to operate a Tier 2 short-term rental (STR) with a maximum occupancy of 16 persons. The applicant has a Tier 1 STR permit (WSTR24-0070), which was issued on June 5, 2024, and established 2,977 square feet of total habitable space, seven bedrooms, and 1,654 square feet of habitable space without the bedrooms. These calculations were conducted by the building inspector during the required building inspection for the Tier 1 STR permit. The occupancy load calculations provided in WCC Section 110.319.15(e)(1) allow two (2) occupants for every legally permitted bedroom in accordance with Section 110.319.20(a)(1). The remainder of the home (excluding bedrooms) is calculated as one (1) occupant for every 200 square feet of habitable space in accordance with Table 1004.5 of the 2018 International Building Code (IBC) or the currently adopted edition. Based on these calculations, the dwelling can accommodate the requested 16-person occupancy (i.e., 7 bedrooms x 2 = 14 persons and 1,654 / 200 = 8.27). The habitable space calculations provide a maximum potential occupancy of 22 persons, but the applicant is only requesting a maximum occupancy of 16 persons.

The applicant has stated there are eight off-street parking spaces available. The attached garage provides parking spaces for two vehicles. An additional six parking spaces are available on the paved driveway. Washoe County Code Enforcement (Code Enforcement) staff conducted a site visit to 101 Pinion Drive on July 11, 2024, and confirmed a total of eight off-street parking spaces with the combined use of the two-car garage and the paved driveway. The applicant is required to have at least four parking spaces for 16 occupants, per the requirement of one parking space for every four occupants in WCC Section 110.319.15(b)(3). The applicant provided a parking image with the site plan included in their application (see image below). There is adequate parking available on the applicant's property, and staff has included a condition in Exhibit A requiring all renters to park their vehicles on the applicant's property, not on the street.



Parking Image Provided in Applicant's Application

Washoe County Code Section 110.809.15(a) and Section 110.809.15(b)(1) require that public notification for an administrative review permit must be mailed to a minimum of 10 separate property owners within a minimum 500-foot radius of the subject property within three (3) working days of the determination that the application is complete. A notice setting forth the location of the proposed Tier 2 short-term rental (STR), the requested maximum occupancy for the Tier 2 STR, the deadline for written comments, and the mailing date for the written decision was sent within a 500-foot radius of the subject property (Exhibit E). A total of 79 separate property owners were noticed within three (3) working days of the determination that the application was complete. The deadline for affected property owners to provide comments to staff was July 31, 2024. The deadline for comments was stated in the mailed notice.

Eight comment emails (Exhibit B) were received from affected property owners in response to the proposed Tier 2 STR, and these eight comments were emailed to the applicant for review. Comments from all emails include the following:

- Concerns about traffic, speeding, and accidents
- Concerns about parking on the street and/or on other owner's properties, along with associated damage to irrigation and landscaping
- Concerns about noise
- Concerns about garbage, improper trash storage, and bears getting into the trash
- Concerns that 16 guests cause STRs to function more like a hotel, motel, or an event space in a residential area, but without the standards set for hotel/motel operations
- Concerns that 16 guests makes the STR a commercial use
- Concerns that the neighbors must be the ones to call code enforcement, the police, or the manager when STR guests party at night
- Statement that "STR's reduce the rate of spending by 25 percent compared to full time residents."
- Concerns that STRs ruin the neighborhood community
- Concerns that permitting 16 guests will foster parties
- Concerns about safety
- Concerns about the lack of on-site physical oversight and supervision
- Concerns about younger guests who are less vested in the environment and community renting the STR
- Concerns about the increase in trespassers using the private beach at Crystal Shores East and trespassing on other private lakefront property to access the lake
- Concerns about snow removal
- Concerns about increased visits from housekeepers and maintenance personnel
- Concerns about more lights at night disturbing neighbors
- Concerns about increased numbers of people crossing the highway by foot to access the walking path or lake

Staff provided the eight emails from the affected property owners (Exhibit B) to the applicant via email on August 8, 2024. The applicant provided several written responses (Exhibit C) to these emails to planning staff on August 12 and 13, 2024. The responses include a letter from Tahoe Luxury Properties (the property management company for 101 Pinion Drive), an email from the specific employee who will be the home manager for 101 Pinion Drive, and a letter from one of the property owners. The employee of Tahoe Luxury Properties (TLUXP) who will be the home manager for the STR property indicated that she has permanently resided in North Lake Tahoe since 2007 and is a full-time resident of Incline Village. She stated that her home is a two-minute drive from 101 Pinion Drive, she passes the STR on her way to and from work, and she has the ability to address complaints quickly and efficiently, should they arise. The property owner stated that they are avid skiers who love winters in Lake Tahoe, and they designed their home to meet the needs of multi-family ski trips. The owner also expressed that they do not anticipate traffic

issues will be caused by their home, based on its corner lot location and the eight parking spaces available on site. The owner chose TLUXP as their property management company to ensure carefully selected guests to match the community and their home. Finally, the Business Development Manager of TLUXP provided a letter on behalf of the property management company. She stated that TLUXP has been renting and caretaking homes for 30 years and employs 33 local, full-time individuals who are aware of and share the concerns of residents. TLUXP focuses on luxury rentals, not “party houses”, and TLUXP employs five full-time specialists who screen every prospective renter through a personal conversation. TLUXP requires renters to sign a strict vacation rental agreement (included in Exhibit C), which delineates rules and fines for violations. TLUXP stated that 101 Pinion Drive faces out towards Highway 28, so the owners invested in tripled paned soundproof windows and doors, which keep noise in and out. The upper deck and yard area sit on the main highway, not facing neighbors, and TLUXP does not anticipate noise disruptions to neighbors. TLUXP reiterated the availability of eight on-site parking spaces to address any parking concerns. TLUXP also stated that the individuals who have previously rented this property are families and mature adults, rather than the youthful “party” type.

Staff included several conditions in the conditions of approval (Exhibit A) to address concerns expressed by the affected property owners. One condition requires that the owner not rent the property to more than 16 occupants at any time. Another condition in Exhibit A requires the property owner to prominently display a notice that no events, parties, or weddings are allowed within the home and to provide this information in all of their STR rental listings. This is in accordance with WCC Section 110.319.15(a)(4) which states: “No events, parties, or weddings (regardless of payment or familial association), are allowed or may be advertised. A party is defined as any gathering in excess of the approved on-site maximum occupancy associated with the STR permit.” Staff has also included conditions that all parking must be located on the property (no street parking) and that the property owner must use/supply adequate bear boxes and/or bear-proof garbage cans for all trash. Renters must be notified of these requirements. The “Bear Awareness Brochure” provided by staff (Exhibit G) must also be included in the educational materials packet provided to renters. In addition, sound levels must conform to the noise standards found in Article 414 of the Washoe County Development Code.

Staff contacted Washoe County Code Enforcement to obtain any code enforcement (CE) history at this property. Code enforcement staff stated that they had no enforcement issues for this property. The property owner’s current online STR listings are advertising a maximum occupancy of 10 in compliance with their issued Tier 1 permit (WSTR24-0070).

Both Washoe County Building (Building Program) and North Lake Tahoe Fire Protection District (NLTFPD) conducted the required inspections of the subject property for the applicant’s Tier 1 STR Permit WSTR24-0070, which was issued on June 5, 2024. The property passed the Building Program and NLTFPD inspections. Staff also reached out to the Building Program and NLTFPD in July of 2024 after receiving the Tier 2 STR application and asked for any further requirements related to a Tier 2 STR. The Building Program confirmed the previously calculated maximum occupancy of 22 persons. NLTFPD is requiring a monitored fire alarm system for this property. This requirement is included in the conditions of approval in Exhibit A, and the condition will need to be met prior to the issuance of the Tier 2 STR permit.

WCC Section 110.319.10, Short Term Rental requires compliance with the following:

| | <i>Proposal Complies</i> |
|---|--------------------------|
| <i>Accurately scaled and dimensioned site plan showing, with all required details</i> | <i>Yes</i> |
| <i>Accurately scaled floor plan showing entirety of dwelling, with all required details</i> | <i>Yes</i> |
| <i>STRs within multi-unit developments parking information</i> | <i>N/A</i> |
| <i>Educational materials included</i> | <i>Yes</i> |
| <i>Proof of property tax payment</i> | <i>Yes</i> |

| | |
|---|-----|
| <i>Transient lodging tax license number</i> | Yes |
| <i>Notarized certification from the property owner, with all required details</i> | Yes |

Staff is recommending approval of Short-Term Rental Administrative Review Permit Case Number WSTRAR24-0004, with conditions, for a maximum occupancy of 16 persons. Staff believes the potential issues and neighbor's concerns can be adequately mitigated through the conditions of approval discussed in this staff report and included in Exhibit A.

Appeal Process

The Director's decision will be effective 10 calendar days after the written decision is mailed to the applicant, the property owner and all affected property owners, unless the action is appealed to the Washoe County Board of Adjustment. Any appeal must be filed in writing with the Planning and Building Division within 10 calendar days from the date the written decision is and mailed to the applicant, the property owner and all affected property owners. The outcome of the appeal shall be determined by the Washoe County Board of Adjustment.

- Exhibits:
- A. Conditions of Approval
 - B. Affected Property Owner Comments – Sent to applicant for review
 - C. Applicant Response to Property Owner Comments
 - D. Agency Comments
 - E. Noticing Map
 - F. Proposed Written Decision on the Application
 - G. Bear Awareness Brochure

Applicant: Tahoe Luxury Properties, Attn: Stephanie Hoffman, 135 West River Road, Tahoe City, CA 96145, info@tluxp.com, erickson@tluxp.com, jennifer@tluxp.com, natalie@tluxp.com

Property Owner: Zhuang Family Trust & Junaid Family Trust, Attn: Junaid Qurashi, 26727 Taaffe Rd., Los Altos Hills, CA 94022, junaidqurashi@gmail.com

Written Decision xc: Jennifer Gustafson, District Attorney's Office; Keirsten Beck, Assessor's Office; Rigo Lopez, Assessor's Office; John James (jjames@nltfpd.net) & Jeffrey Smith (jsmith@nltfpd.net), North Lake Tahoe Fire Protection District; Bert Soffiotto, Building Program; Chad Giesinger & Steve Oriol & Erin Howard, Code Enforcement



Conditions of Approval

Short-Term Rental Administrative Review Case Number WSTRAR24-0004

The project approved under Short-Term Rental Administrative Review Case Number WSTRAR24-0004 shall be carried out in accordance with these conditions of approval granted on August 16, 2024. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

Unless otherwise specified, all conditions related to the approval of this short-term rental administrative review shall be met or financial assurance must be provided to satisfy the conditions of approval prior to issuance of a certificate of occupancy by the Planning and Building Division. The agency responsible for determining compliance with a specific condition shall determine whether the condition has been fully completed or whether the applicant shall be offered the option of providing financial assurance.

Compliance with the conditions of approval related to this administrative review is the responsibility of the applicant, his/her successor in interest, and all owners, and occupants of the property. Failure to comply with any of the conditions imposed in the approval of the Administrative Review Permit may result in the initiation of revocation procedures.

For the purpose of conditions imposed by Washoe County, “may” is permissive and “shall” or “must” is mandatory.

FOLLOWING ARE CONDITIONS OF APPROVAL REQUIRED BY THE REVIEWING AGENCIES. EACH CONDITION MUST BE MET TO THE SATISFACTION OF THE ISSUING AGENCY.

Washoe County Planning and Building Division

1. The following conditions are requirements of Planning and Building, which shall be responsible for determining compliance with these conditions.

Contact Name – Katy Stark, Planner, 775.328.3618, krstark@washoecounty.gov

a. The property owners will be responsible for maintaining the following:

- i. The property shall not be rented to more than 16 occupants, and no more than 16 occupants are allowed in the house at any time, regardless of whether the property is being rented (see WCC Section 110.319.15(a)(4)).
- ii. Renters must be informed, and the property owner shall ensure that all parking will be located on the property only (APN: 122-111-02); no parking is allowed on the street. All ancillary items, including but not limited to, boats, jet skis, and trailers must also be parked on the property only (APN: 122-111-02). Notice of this requirement to renters must be prominently displayed in the home, and the property owner must provide this information in all of their STR rental listings.
- iii. The property owner must use/supply adequate bear boxes and/or bear-proof garbage cans for all trash and must notify renters that all garbage is to be placed in the bear boxes and/or bear-proof garbage cans.

- iv. The property owner must include the Bear Awareness Brochure provided by staff with the printed educational materials packet provided to renters.
 - v. Sound levels must conform to the noise standards found in Article 414 of the Washoe County Development Code and the noise standards found in WCC Section 110.319.15(c).
 - vi. The property owner must inform renters that no events, parties, or weddings are allowed at the property. Notice of this requirement to renters must be prominently displayed in the home, and the property owner must provide this information in all of their STR rental listings.
- b. Prior to issuance of the Tier 2 permit, the property owner shall ensure that a monitored fire alarm system is designed and installed in accordance with NFPA 72 and the IFC as amended by Washoe County and approved by the North Lake Tahoe Fire Protection District (NLTFPD). The property owner shall provide proof that NLTFPD has approved the monitored fire alarm system in the form of a letter or email from NLTFPD staff.
 - c. The property owner and all successors shall direct any potential purchaser of the site to meet with the Planning and Building Division to discuss whether the potential purchaser wishes to continue to utilize the property as an STR and review conditions of approval for WSTRAR24-0004 and requirements for obtaining their own STR permit prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Planning and Building Division of the name, address, telephone number and contact person of the new purchaser within thirty (30) days of the final sale.
 - d. WSTRAR24-0004 is only valid as long as the short-term rental permit remains active and in good standing. If the short-term rental permit expires or is revoked, then WSTRAR24-0004 is no longer valid and no short-term rental activity will be permitted on the property. STR permits are not transferable; therefore, any new owner must obtain a new STR permit before engaging in rental activity.

North Lake Tahoe Fire Protection District (NLTFPD)

- 2. The following conditions are requirements of North Lake Tahoe Fire Protection District (NLTFPD), which shall be responsible for determining compliance with these conditions.

Contact Names –

John James, Fire Marshal, 775.831.0351 x8131, jjames@nltpd.net

Jeffrey Smith, Fire Inspector, 775.831.0351 x8107, jsmith@nltpd.net

- a. Prior to issuance of the Tier 2 permit, NLTFPD will require a monitored fire alarm system, with a deferred submittal and permit with the Fire District.

*** End of Conditions ***

From: [Bernadette Burrell](#)
To: [Stark, Katherine](#)
Subject: 101 Pinion Drive
Date: Thursday, July 18, 2024 4:34:01 PM

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Hello there,

I received a letter that the address above has applied to establish a Tier 2 STR to allow 16 occupants. APN 122 111 02

I ask you please to deny this request. 10 guests is a sufficient amount. Ten people drive multiple cars, create noise, and traffic for the neighborhood. Sixteen guests is outrageous. Sixteen guests is no longer an STR; it is a hotel in a residential area.

Who polices the STR the neighbors that surround them. They are the ones that have to call code enforcement, the police or the manager when the guests party into the night. Sixteen people are hosting an event space not a home. How many homes have 16 people residing in them? 16 people add to traffic, garbage, noise and are a nuisance for the surrounding houses. The only people that benefit from a 16 person STR are the owners that line their pockets with cash and live outside the community and don't spend their profits in Incline Village. Statistics show that STR's reduce the rate of spending by 25 percent compared to full time residents. Please deny their requests and save the neighbors and the community the hassle of managing a hotel that has no staff. If large groups are forced to stay in multiple STR's that is more TOT money for the community. More people more problems that is the problem.

The Tahoe basin has enough traffic. STR's that allow this many people create traffic.

Sincerely,

Bernadette Burrell

From: [breton lobner](#)
To: [Stark, Katherine](#)
Subject: Case No. WSTRAR24-0004
Date: Friday, July 26, 2024 12:31:35 PM

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Dear Ms. Stark

We want to register our strong opposition to the application for a 16 person short term rental use (STR) of the property at 101 Pinion Drive in Incline Village. We own property at 525 Lakeshore, within 500 feet of the property at issue. First, STRs should not be permitted in any residential area. These residential areas are not zoned for this type of commercial use. Hotels and motels are and there are standards set for their operations, unlike STRs. Second, STRs ruin the neighborhood community, which because of its single use fosters responsible ownership. STRs permit strangers to commercially use real property in a private neighborhood. Third, permitting an STR with 16 people is an invitation for groups (not families) to occupy the property. These undoubtedly will foster parties, noises and safety issues. The use by 16 individuals (often unrelated individuals where STRs are permitted) exceeds the design and zoning for the property as indicated on the application (which states 14). Finally, it is obvious that the owners of this property will not be living in the unit during its rental and there is no indication that they even reside nearby. Without contemporaneous and on-site physical oversight and supervision, this proposed STR use will be a nuisance waiting to happen. Because of the proposed excessive occupancy, the property will inevitably be used as a party house without any on-site premises supervision. (unlike any hotel/motel) Such activities will end up disturbing the neighborhood and lead to police calls to quiet those using the home. In closing, allowing a private home to be rented by 16 adults (particularly if they are not a single family) is downright unacceptable. Why should a STR be permitted if the neighborhood is zoned for single family? Please deny the

application.

Breton Lobner

120 29th Place

Manhattan Beach, CA 90266

From: [DANA WILTSEK](#)
To: [Stark, Katherine](#)
Subject: STR Case # WSTRAR24-0004
Date: Saturday, July 20, 2024 12:03:56 PM

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Dear Ms Stark - As a neighbor, I was notified of the application to establish a Tier 2 Short Term rental for 101 Pinion Drive to increase the number of occupants from 10 to 16. I am very concerned about this application. Ten renters in a short term rental is already a large turnover but to increase to 16 is astronomical — almost like a small motel in Kings Beach. The turnover of 16 people under 30 days is huge and will exponentially increase noise, trash, and parking. Depending on price point, one can only imagine the younger, less vested in environment and community renting such dwelling. In addition to these concerns, as a homeowner since the mid “60’s in Incline, specifically Crystal Shores East, we have seen a huge increase in trespassers to our property and use of our private beach. When approached, trespassers have become belligerent and not caring about their rule breaking and feeling entitled to access areas that are private. This increase can only have a negative impact on neighbors and while STR’s might bring in more dollars for the county, owner and tourism, I am against granting an increase in occupancy.

Sincerely,

Dana L. Wiltsek.

From: [Holger Liepmann](#)
To: [Stark, Katherine](#)
Cc: [Liepmann Lorraine](#)
Subject: Case Number WSTRAR24-0004
Date: Friday, July 19, 2024 5:11:55 PM

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Hi Katy, hope all is well. Regarding Case WSTRAR24-0004 we have the following comments:

- We are full time residents in the neighborhood of 101 Pinion Drive, Incline Village, NV 89451.
- It seems like the property in question already has approval for Tier 1 STR.
- There are several single home properties in the neighborhood that are used for short term rentals.
- Visitors who are renting these STRs range from being very good to not adhering to speed limits (an issue when we walk our dog), to proper trash storage (an issue, as the bears get into the trash and leave it all over the place), and to noise levels at night.
- **Thus, we would strongly prefer NOT granting the property at 101 Pinion Drive a Tier 2 STR status.**

Thank you very much for sending us this notice.
Lorraine and Holger Liepmann

From: [John](#)
To: [Stark, Katherine](#)
Cc: [2 John](#)
Subject: parcel #122-111-02
Date: Monday, July 29, 2024 3:24:47 PM

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I disapprove of the change to the permit. We Have soo many in the Ponderosa subdivision.(Lodgepole, Poderosa ave. Silvertip and above.) I'm sure aware of the traffic problem on Lakeshore & Pinion. They don't have off road parking and making it very dangerous for us living full time in the neighborhood . Snow removal , Trash.....Bears. and noise to mention a few. Please come by in the evening when all the cars are parked everywhere and people yelling & partying. We are not a hotel area.

I wrote you a letter before without a response? Dec 22,2022

Sincerely
John R Adams
PO Box 4691
Incline Village, NV 89450-4691

From: [Kelly Hammett](#)
To: [Stark, Katherine](#); [Tavener, Andrea E.](#); [Becerra, Lisette](#)
Cc: [Dave Hammett](#); ramona.hackbart@gmail.com; tracyhackbart@gmail.com; peggy@lodgepolellc.com
Subject: Case #WSTRAR24-0004 101 Pinion Drive, Incline Village, NV 89451
Date: Wednesday, July 31, 2024 10:53:56 AM

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I am contacting you expressing our opposition to the change from a Tier 1 to Tier 2 short term rental authorization for 101 Pinion Drive, Incline Village, NV 89451.

We have very limited public parking in the neighborhood and having another short term rental that allows up to 16 people to rent the property will greatly impact parking in the surrounding area. The subject property can in no way support enough off street parking for that level of occupancy.

This application is the third short term rental within 500ft of our property so the request for Tier 2 authorization is really excessive.

In addition 16 people in one property really becomes more of a commercial type rental and this is a residential neighborhood which we believe will greatly impact us in a negative way.

Regards,

-Kelly Hammett
-Dave Hammett
551 Pinion Dr.

From: [Jane Doe](#)
To: [Stark, Katherine](#)
Subject: Fw: Objection to Application for STR increased occupancy 101 Pinion Drive, Incline Village NV Case #WSTRAR24-0004
Date: Tuesday, July 30, 2024 1:40:26 PM
Attachments: [request to allow 16 people occupy short term rental @ 101 Pinon Drive.pdf](#)

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From: llc <family_mom76@hotmail.com>
Sent: Sunday, July 28, 2024 11:21 PM
To: kstark@washoecounty.gov <kstark@washoecounty.gov>
Subject: Objection to Application for STR increased occupancy 101 Pinion Drive, Incline Village NV Case #WSTRAR24-0004

Thank you Katy for informing us about the application to increase the number of occupants in the STR located at 101 Pinion Drive, Incline Village NV 89451.

Please see attached my letter in response to this application.

Thank you.

July 25, 2024

Short Term Rental Application to increase Number of Occupants allowed to 16

Case # WSTRAR24-0004
101 Pinion Drive,
Incline Village NV 89451

As a long term owner of a property in the neighborhood, I would like to express my concerns about the effect on our neighborhood if the number of occupants in this short term rental is approved. An application has been submitted to allow Tier 2 Short Term Rental at 101 Pinion Drive in Incline Village to increase the number of allowed occupants from 10 to 16. The increase in number of occupants from (10) to (16) is an increase of 62.5%.

This 62.5% increase in numbers of occupants will have a detrimental effect on the surrounding neighborhood.

Increased traffic, including increased frequency in dangerous crossings over State Highway #28 when turning left to drive into town. There have been numerous accidents at that intersection and this poses a significant safety risk.

Nuisance overflow parking on to the roadside can create problems with excessive number of cars filling parking spots from this one short term rental property. 16 people will probably drive and park more than four vehicles and will require A LOT of parking spaces. The number of cars needs to be specified and limited. It doesn't seem credible that there will be only one car for every four people.

Other aspects that need to be considered as a result of increasing the number of renters to 16 people are: a significant increase in frequency of car doors slamming, and increased noise overall as groups tend to be louder than single families.

Increased visits from housekeepers and maintenance personnel as is necessitated by short term rentals.

More lights on at night causing disturbance to neighbors who are trying to quietly enjoy use of their properties.

Increased numbers of people possibly trying to cross the highway by foot to gain access to Lakeshore Boulevard walking path and/or trespassing on private lakefront property as they attempt to gain access to the lake.

Allowing groups of up to 16 people to come and use this property with frequent turnover makes this a small motel which will surely impact the neighborhood in a negative way.

As neighbors, we strongly object to this request to increase the number of occupants allowed to 16 persons and respectfully ask you to deny this application.

Thank you for your consideration in this matter.

M. Mahoney

From: [Ramona Hackbart](#)
To: [Stark, Katherine](#); [Ramona Hackbart](#)
Subject: Fwd: Case #WSTRAR24-0004 101 Pinion Drive, Incline Village, NV 89451
Date: Wednesday, July 31, 2024 9:06:38 AM

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----- Forwarded message -----

From: **Ramona Hackbart** <ramona.hackbart@gmail.com>
Date: Wednesday, July 31, 2024
Subject: Case #WSTRAR24-0004 101 Pinion Drive, Incline Village, NV 89451
To: Krstark@washocounty.gov, Ramona Hackbart <ramona.hackbart@gmail.com>, Hackbart Tracy <tracyhackbart@gmail.com>
Cc: Peggy@lodgepolellc.com, Peggy <peggytaylor@live.com>

This is written opposition to the change from Tier 1 to Tier 2 short term rental authorization for 101 Pinion Drive, Incline Village, NV 89451.

The change would greatly encumber our small, quiet neighborhood with excessive need for parking due to the large increase in occupancy.

We have no parking except on our property. This home has room for approximately 4 cars. This number of people could possibly bring 8-16 cars average. Our neighborhood only has street parking for guests which would be prohibited during snow and plow season. When there are excessive cars visitors have the bad habit of trying to park in our driveways and along the street in front of our properties. They park along and beside our driveways year round causing a hazard when we try to get out of our driveway by blocking our visibility. We have had to write notes requesting autos be moved so we can get in and out of our driveway already. They smash sprinkler systems and damage landscaping.

In addition this is the second home right next door to have the STR approval with large groups. That leads to double the problem when both are booked.

Sixteen people is a real problem. It encourages a "party" atmosphere. That size group is basically a commercial size group. A convention almost. No longer a small family gathering for a quiet family oriented neighborhood.

We are requesting a denial of this application to allow 16 in this single family dwelling. All our neighbors are also opposed. The intent of these STR permits was not to disrupt the neighborhood and allow for a commercial size group in single family homes.

Thank you for your consideration

Signed
Ramona Hackbart
Tracy Hackbart

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Ramona K Hackbart
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From: [Natalie Garnett | TLUXP](#)
To: [Stark, Katherine](#)
Cc: [Modern Marvel - Incline Village](#); [Jennifer Suter | TLUXP](#); [Kristen Erickson | TLUXP](#)
Subject: Re: Public Comment - WSTRAR24-0004 (101 Pinion Drive)
Date: Tuesday, August 13, 2024 7:10:54 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image017.png](#)
[image018.png](#)
[image019.png](#)
[image020.png](#)
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[Outlook-isvjidfo.png](#)
[Outlook-445rwiot.png](#)
[Outlook-mfizong3.png](#)
[Outlook-qcv32mz3.png](#)
[Outlook-olxp0xq4.png](#)
[Outlook-2srba4q.png](#)
[Outlook-sdkkao0m.png](#)
[Outlook-vvixnezr.png](#)

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Greetings Katherine,

I wanted to formally introduce myself as I am the home manager and point of contact for the home in question applying for a Tier 2 permit, 101 Pinion Dr.

As the home manager and representative of Tahoe Luxury Properties, I would like to reiterate a few points that were crafted in our company's response.

First of all, I am a local having been in the area since 1992 but have permanently resided in North Lake Tahoe since 2007. Being a full-time Incline Village resident and home manager for this particular property, it should not be overlooked that 101 Pinion is a mere 2-minute drive from my own personal home along that I pass both on my way to work and coming home from work. Since it is directly off the main highway, I am able to see certain elements of the home such as the lights on, the number of cars on site, etc. This is an advantage in the way that I personally have "eyes on the home" daily to help ensure that major concerns such as parking and potential over-occupancy are mitigated. Additionally, due to being in close proximity to the house, I am also able to address any noise complaint directly, both quickly and efficiently if one should arise.

The response Jennifer Suter provided of course provides much further detail, but I wanted to make it personally known who the local contact for 101 Pinion was directly. Additionally,

I am providing a direct response from the homeowner of 101 Pinion Dr, JJ Zhuang. Please see the attached document to view his reply.

 [101 Pinion- Tier 2 Reply.docx](#)

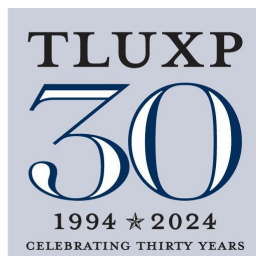
Please do not hesitate to contact me if you have any questions or concerns.

All best,

--

Natalie Garnett

Luxury Home Coordinator



Luxury Real Estate & Vacation Rentals

Main: 530.584.3449 | **Direct:** 530.584.5791

Web: [TLUXP.com](https://www.tluxp.com) | **Email:** Natalie@TLUXP.com

Usual office hours: Monday-Friday 9am-5pm



From: Jennifer Suter | TLUXP <jennifer@tluxp.com>

Sent: Monday, August 12, 2024 4:18 PM

To: Stark, Katherine <KRStark@washoecounty.gov>; Kristen Erickson | TLUXP <erickson@tluxp.com>

Cc: Modern Marvel - Incline Village <modernmarvel@tluxp.com>

Subject: Re: Public Comment - WSTRAR24-0004 (101 Pinion Drive)

Greetings!

Please find TLUXP's letter/reply and our Vacation Rental Agreement and Bear Addendum attached.

We will be submitting the owners' letter tomorrow.

Thank you!

Jennifer Lynne Suter

Business Development & Real Estate Sales

August 13th, 2024

Dear Katherine,

My name is JJ Zhuang and I'm the owner of the property at 101 Pinion Dr in Incline Village. We are currently in the process of applying for a Tier-2 STR permit. Our property management company, Tahoe Luxury Properties (TLUXP), just forwarded me some comments received by our neighbors. After careful review of their feedback, I get the impression that most of the concerns raised were due to a lack of true understanding of the location and the specifics of our property. Therefore, I am compelled to write to you to share my input.

We are avid skiers and there is nothing we enjoy more than spending winters in Tahoe with our family and close friends. Before we built the house at 101 Pinion, we used to struggle to find a good rental in the area that could accommodate a large group. That's why we designed our house to perfectly meet the needs of multi-family ski trips. We designed 5 master suites and a bunk bedroom to easily sleep 6 kids. We are very proud of our creation, and think it's a great addition to the community, and to what North Lake Tahoe has to offer.

Of course, it's totally understandable that the neighbors have concerns such as traffic, parking, and noise. I believe most of them are due to simple misunderstandings. For traffic, because our property happens to be at the corner lot of Pinion and Tahoe Blvd, it's hard to imagine there would be any impact to the neighborhood. As for parking, some of the comments assumed that there are only 4 parking spots on site. In actuality, we can accommodate 8 cars on site (2 in the garage, 2 covered spots under the deck, and 4 uncovered spaces in the front court.) In short, overflow parking onto the street should never be a concern.

Our home in Incline Village is our prized jewel. We have set a very high bar for the type of guests we want to welcome into our home in terms of responsibility and civility. That is why we have entrusted the management and care to the TLUXP team, as they have curated a highly selective group of guests over the years who are a good match to both the community and our home.

Please do not hesitate to contact me if you have any additional questions as you consider our application.

Sincerely,

JJ Zhuang

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REAL ESTATE SALES & VACATION RENTALS

RE: 101 Pinion Drive, Incline Village, Nevada - **WSTRAR24-0004**

August 12, 2024

Dear Ms. Katy Stark:

I am writing in response to the letters presented in objection to the application for a Tier 2 short term rental permit at 101 Pinion Drive, Incline Village, Nevada. I am qualified to speak to the concerns presented not only as the Business Development Manager for Tahoe Luxury Properties for the past 18 years, but as a full-time resident of Incline Village.

The home at 101 Pinion Drive is professionally managed by Tahoe Luxury Properties, (herein TLUXP). We at TLUXP have been renting and caretaking homes for 30 years. Our offices are in Incline Village and Tahoe City, and we employ 33 local, full-time individuals. We understand the concerns of residents, as we too are residents. Rest assured, we do not want noise, trash, or parking issues in our neighborhoods either. This is precisely why TLUXP invests in practices that minimize and/or eliminate the issues presented by those objecting to this application. I personally have lived in the Lake Tahoe basin since 1993. As a parent of three children, two who have graduated from Incline High School, and one who attends Incline Elementary School, I agree that we need to maintain Incline Village as an idyllic community with reduced traffic, noise and parking issues. The following steps are in place to ensure this is accomplished.

To begin, our focus is on luxury rentals, not “party houses.” The home at 101 Pinion Drive is a 7 bedroom / 7.5 bath, newly constructed luxury home which rents for approximately \$20,000 for New Years week and \$13,500 a week in the summer (\$15,000 for July 4th week). We have a one-week minimum stay requirement in summer and over holidays. Kindly see the link provided for rate verification.

<https://www.tluxp.com/vacation-rentals/modern-marvel-incline-village>

Second, TLUXP employs five full-time luxury rental specialists who thoroughly screen every prospective renter through a detailed, personal conversation. These skilled agents can assess whether a particular inquiry is the “right fit” for the home and neighborhood. These specialists then direct the potential renter to the home on our website which outlines Washoe Counties’ rules and regulations.

PO Box 1904 | Tahoe City, CA 96145 | p: 530.584.3444 | f: 530.584.345 | TLUXPCOM | info@tluxp.com

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REAL ESTATE SALES & VACATION RENTALS

Next, the renter is required to sign TLUXP's strict Vacation Rental Agreement which delineates the rules, regulations, and fines for violations of the ordinance. In addition to Washoe County fines, TLUXP also imposes a \$5000.00 fine for over-occupancy and a \$1000.00 fine for other violations such as noise, parking, light pollution, etc. These contractual provisions are intended to deter groups which may not be the right fit for the property. Please find the sample TLUXP Rental Agreement and Bear Addendum attached.

*It is important to note that TLUXP and our owners have never been fined by Washoe County for any rules violations.

As the "local contact" for 101 Pinion Drive, TLUXP can respond to any issues reported within 30 minutes. This is not a one-size-fits-all analysis. 101 Pinion Drive is not rented by an absentee owner at a low dollar amount with the intent to pack the home every weekend with no regard for his community. Instead, it is owned by two individuals who are architects and took great pride in building their second home, giving incredible attention to every detail in the home and maintaining it in impeccable condition for both their own family and others. Their decision to hire the most experienced luxury management company demonstrates their concern for the community. Likewise, we at TLUXP also have a vested interest in ensuring respectful families can enjoy this beautiful area that we call home, just as we all enjoy other communities across the country.

I think it is important to point out the unique nature of this specific property. First, while the front door of the home is on Pinion Drive, the house faces out towards the highly trafficked and noisy Highway 28. Please see attached photos. As a result, the owners invested in tripled paned soundproof windows and doors. This serves to keep both the noise in and the noise out. The upper deck and yard area sit on the main highway, not facing any neighbors. There is only one property next door and one across the street. The replies give the impression the home sits among multiple properties. Please see photo attached. Interestingly, two of the eight individuals who replied live some distance away in a gated, lakefront condominium complex called Crystal Shores East and West across Hwy 28 and down the hill with decks that face the lake. There should truly be no noise disruption to any neighbors.

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REAL ESTATE SALES & VACATION RENTALS

Second, the home has a large 2 car garage and an even larger driveway. There is no need for anyone to ever park on the street or certainly in another's driveway. That is rude! All individuals should be encouraged to call TLUXP with any concerns at any time. We are open seven days a week from 9:00 am – 5:00 pm and have an answering service that forwards messages to our on-call operations team for issues after hours. We do not want our neighbors to be unhappy!

Lastly, the individuals who have enjoyed renting this home in the past are far from the youthful “party” type. Instead, they are respectful families and mature adults who convene, often across great distances, to enjoy each other's company for a limited time. With the 7th bedroom in the home outfitted with 3 bunk beds sleeping 6, rarely, if ever, will there be 16 adults enjoying the home. We have found 6 adults paying a hefty rate do not want to share one bedroom and sleep in kids' bunk beds. Our target market is families and most frequently it will be grandparents, parents and grandkids enjoying their time together. With 7 bedrooms, it is the ideal place for 4 families with children.

Since a great deal of public input was already solicited prior to the adoption of the ordinance, and the board determined that Tier 2 properties can be allowed as short-term rental homes, we thank you in advance for considering this application based on the facts regarding this specific property, and not objections to STRs in general.

That said, to keep neighbor relations amicable and the tension at a minimum, we would be receptive to revising our request for an occupancy of 16 individuals to a maximum occupancy of **14 individuals** with the Tier 2 permit.

Thank you for your consideration.

Sincerely,

Jennifer Suter

Business Development Manager and Real Estate Sales

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REAL ESTATE SALES & VACATION RENTALS



View showing the house and proximity to the main highway and other neighbors.

Vacation Rental Agreement

Luxury Property Specialist: {{reservation.agent.name}}

Tahoe Luxury Properties ("Agent") is the duly authorized agent for the party or parties ("Owner") that own, operate and/or manage the Premises identified below. Owner has signed a separate property management agreement with Agent. Owner and {{contact.name}} ("Renter") agree as follows:

Renter Phone: {{contact.cellPhone}}

Renter Email: {{contact.email}}

Date: {{formatDate date "medium"}}

1. Confirmation of Reservation. When signed by Renter, this document shall be considered an offer by Renter to Owner, solicited by Agent, to rent the Premises on the terms stated herein. No contract is formed, and no reservation will be binding until Owner or Agent has countersigned this Agreement and Agent has contacted Renter to confirm receipt and acceptance of Renter's offer and Renter's credit card number and billing information.

2. Premises. Owner rents to Renter and Renter rents from Owner the "Premises" described as: {{unit.name}}
{{unit.streetAddress}} {{unit.extendedAddress}}
{{unit.locality}}, {{unit.region}} {{unit.postal}}

3. Term. The term of the rental is as follows:
Arriving on {{formatDate reservation.checkin "medium"}} at or after 4:00pm and departing on {{formatDate reservation.checkout "medium"}} at or before 10:00am.

4. Payments.

Base Rent: {{formatCurrency reservation.totalrent currency}}

Occupancy Tax: {{formatCurrency reservation.totaltaxes currency}}

{{#reservation.fees}} {{name}}: {{formatCurrency value currency}}

{{/reservation.fees}}

Total: {{formatCurrency reservation.total currency}}

Would you like to add on Travel Insurance? **Please type: "Yes, I want travel insurance" or "No, I do not want travel insurance" in the text box below.**

Travel Insurance: {{formatCurrency reservation.insurance currency}}

{t:sR:_____} {i:sR:_____}

5. Reservation Fee and Payments Due. Upon Confirmation of Agreement, Renter is obligated for the full Base Rent and all other sums listed in Paragraph 4. Twenty-five (25%) percent of the total plus the full Travel Insurance amount (if selected) is due immediately upon Confirmation of Agreement. The balance of the Base Rent, Departure Clean, Occupancy Tax, and pet fees if applicable are due in accordance with Paragraph 6, when the reservation becomes non-refundable. Renter is encouraged to pay by wire transfer, personal check, or eCheck. **A non-refundable credit card processing fee of 3.8% is added to the total should Renter pay by**

credit card. The additional processing fee is NOT reflected in the total in Paragraph 4.

6. Cancellation. Renter's reservation is non-refundable sixty (60) days prior to Renter's arrival date if the reservation is twenty-nine (29) nights or less in duration. Renter's reservation is non-refundable ninety (90) days prior to Renter's arrival date if the reservation is thirty (30) nights or greater. Renter agrees to a 10% cancellation fee for refundable cancellations. Travel insurance sums are not refundable at any time. Please note, the cancellation fee is taxed by counties' TOT percentage. Refunds will not be provided for the following circumstances, including but not limited to, illness, road closures, any weather-related circumstances, flight delays, power outages, construction, air quality. **Renter is advised to purchase travel insurance to alleviate any potential hardship.** Renter affirms that Renter has read the information contained on the Important Details tab on the TLUXP website. All requests for cancellation must be received by Agent at info@tluxp.com prior to the said time frames indicated.

7. Travel Insurance. Travel insurance is offered for purchase with the reservation. Travel insurance provides coverage for prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase travel insurance. (Travel insurance is not available for reservations over \$100,000.00). Separate terms and conditions apply; read the Description of Coverage/Policy provided and contact Generali Global at (866) 999-4018 with coverage questions. Travel Insurance is purchased from a third-party insurance carrier according to standard terms and conditions specified by the carrier. Neither Owner nor Agent is a travel insurance carrier or insurance broker. Neither Owner or Agent assume any risk or liability for non-coverage or for coverage gaps or exclusions relating to travel insurance.

8. Rules and Regulations. Renter will not use the Premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the Premises. All covenants, rules and regulations affecting the Premises and/or the surrounding grounds/ common area, including any rules posted at the Premises, contained within the digital guest book, and /or on the TLUXP website are incorporated by reference and made a part of this Agreement. Any violation is a material breach of this Agreement and may also result, at the reasonable determination by Agent, in immediate eviction from the Premises, with no refund of any rent. Renter assumes responsibility of compliance for all occupants and invitees. The county in which the Premises is located may also assess fine(s) for a violation(s) of the terms in Paragraph 8(A-H) upon Renter. Renter is responsible for any additional fines imposed by the county.

A. Occupancy: Renter represents and warrants to Owner and Agent that the Premises will be occupied by no more than the following number of individuals 12 YEARS OF AGE AND OLDER: {{reservation.adult}}; and no more than the following number of individuals UNDER 12 YEARS OF AGE: {{reservation.child}}. There shall be no gatherings, events, weddings or other group functions on the Premises with more people than the number of persons stated above. Occupancy of the Premises by any additional persons in excess of the number specified above is a material breach of this Agreement. Breach of this occupancy provision will subject Renter to

immediate eviction from the Premises, with no refund of any rent, and an administrative service fee as indicated in Paragraph 10. {i:sR:_____}

i. Written Permission Required for Pets: Not all Premises allow pets. Renter must obtain approval from Owner PRIOR to allowing any pet to be present at or upon the Premises. If approval is granted, Renter must sign the Pet Addendum provided by Owner and incorporated by reference herein. Renter agrees if a pet is present at or upon the Premises, and the Pet Addendum has not been executed, Renter will pay a \$5000 administrative service fee to Owner. {i:sR:_____}

ii. Service Dog: Renter must notify Agent and sign the Assistance Animal Addendum, incorporated by reference herein, prior to allowing a service dog at or upon the Premises.

B. Noise. Noise carries easier and further in higher elevations and over water. The hours between 9:00pm and 8:00am, seven days a week, are considered quiet hours during which time noise shall be minimized in order that it not be an unreasonable annoyance, disturbance or nuisance to neighbors. Noise includes, but is not limited to, outdoor music, unusually loud, raucous or offensive speaking, amplified or motorized sounds. A noise violation, for purposes of this Agreement, does not have to be a violation of the county noise ordinance.

C. Light Pollution. All exterior lights must be turned off between the hours of 10:00 pm. and 7:00 am, seven days a week, that are not needed for safety or other outdoor use to the extent that such other outdoor use is not an unreasonable nuisance to neighbors.

D. Fires and Fire Pits. Due to extreme fire danger, bonfires, charcoal BBQs and wood burning fire pits are strictly prohibited. The use of gas fire-pits and gas BBQs are prohibited by the North Tahoe Fire Protection District on "Red Flag Warning Days." Renter is responsible for knowing if it is a "Red Flag Warning Day." (Signs indicating red flag warning days are located in front of all district fire stations.)

E. Smoking: No smoking is allowed on or about the interior or exterior of the Premises.

F. Trash: The Premises is located in an area with wildlife. Renter is prohibited from leaving trash in any location on or about the exterior of the Premises. All trash must be placed in the metal, bear resistant trash box at the Premises. Trash day is posted at the Premises.

G. Parking: Renter understands parking on the street is strictly prohibited at all times. Renter will not have more than the maximum number of vehicles allowed at the Premises, as specifically indicated on the Premises' webpage and/or on the interior posted sign at the Premise. At no time will Renter, or Renter's guests, park a vehicle in a neighbor's driveway or obstruct a neighbor's driveway in any fashion. {i:sR:_____}

H. Hot Tub: Renter is prohibited from using the hot tub prior to 8:00am or after 9:00pm. Renter will be respectful of the noise level when using the hot tub to minimize disruption to neighbors.

I. Cleaning: After departure the Premises will be cleaned by a reputable cleaning company with whom Owner contracts at Renter's cost, in the amount specified in Paragraph 4 above. Renter will leave the premises in a tidy condition. Renter shall not remove nor rearrange any furnishings, decor, or accessories at the Premises. Additional fees may be charged for the time

to remedy an excessively dirty condition, extra trash pick-up and/or to return the furnishings, decor or accessories to their original location as found at check-in.

9. Entry. Renter agrees that Agent and Owner, and their contractors and employees have the right to enter Premises at a reasonable times for the purpose of supplying necessary or agreed upon repairs or services, to confirm or remedy a material breach of contract, or in the case of an emergency. Reasonable notice will be given to Renter prior to entry.

10. Administrative Service Fees for Breach of Occupancy, Use, Rules & Regulations. In the event Renter or its guests materially breaches any one or more of the foregoing provisions in Paragraph 8(B-H), Renter agrees to pay Agent, and Renter hereby authorizes Agent to charge Renter's credit card, an administrative service fee in the amount of: \$1000.00 for each such material breach, and a \$5000.00 fee for a breach of Paragraph 8(A) to reimburse Agent on Owner's behalf for the following items, including but not limited to, Agent's time and expertise to address the breach, and any intangible losses attributable to the breach(es). This fee is in addition to any actual damages inflicted by Renter. Owner and Renter agree that calculating intangible damages for a breach of the aforementioned provisions would be difficult, and therefore Owner and Renter agree that the sum stated above is a fair and reasonable estimation of such damages and is a reasonable fee. {i:sR:_____}

11. Sworn Statement. I swear I am over the age of 21 years. I have read the information regarding the Premises at tluxp.com. I have a clear understanding regarding the amenities which are/or not present at the Premises, the floorplan at the Premises, and/or any rules or regulations articulated by the County and/or an HOA, or as listed on the TLUXP website. {i:sR:_____}

12. Condition of Premises. Renter agrees to notify Agent within 24 hours of the check-in time on the above listed arrival date if Renter is dissatisfied with the Premises regarding a material condition that would substantially affect a reasonable person's ability to use and enjoy the Premises. Renter agrees that Agent or Owner has the right but not the obligation to take appropriate actions to remedy the cause of such reasonable dissatisfaction. This includes, but is not limited to, providing repair services, providing necessary items or relocating Renter to a comparable property within Agent's rental program. If Renter fails to inform Agent within the time indicated above that Renter is dissatisfied with the Premises, Renter waives the right to claim that the Premises are unsatisfactory or unsuitable. No amounts will be refunded or will any property be substituted, unless an event occurs or condition exists which is not the proximate result of any negligent, intentional, or willful act or omission of Renter or Renter's guests, and which causes the Premises to be substantially uninhabitable during the occupancy period. The parties agree that if the Premises become unavailable or substantially uninhabitable during the occupancy period due to circumstances beyond the control of Owner, Owner authorizes Agent to attempt to relocate Renter to substitute lodging at a comparably priced property within Agent's rental program, applying Renter's agreed rent payments to such alternate lodging expense. If a comparable property at a comparable price satisfactory to Renter and Owner cannot be located within Agent's rental program, this Agreement may be terminated at the request of either Renter or Owner, in which case the Renter's payments for any unused rental days will be refunded.

- Renter understands that the Premise may have an active security camera(s). Renter will inquire with Agent, prior to signing the Agreement, about the existence and/or location of said cameras if this is a cause for concern.

13. Damages and Missing Property. Renter agrees to pay for all accidental and non-accidental damages caused by Renter, any of Renter's guests, or an authorized pet, at the Premises. The Premises will be thoroughly inspected by Agent prior to Renter's arrival and immediately after Renter's departure. Agent will notify Renter of any damages or missing items discovered, which are apparent at the time of inspection and/or of any items which were not reasonably discernable at the time of inspection but manifested within a reasonable time thereafter. Agent will provide Renter an invoice for the cost of repair or replacement of any damaged or missing items. Renter understands and acknowledges that the caliber of items at the Premises, including but not limited to: furnishings, rugs, accessories, bedding, etc. are of a luxury nature and the cost of repair and/or replacement may be very expensive. Renter authorizes Agent to charge the credit card provided by Renter on the Agreement for said damages, plus the cost of time associated to rectify said damages or return missing property at \$45 an hour and a \$25 administrative fee on each invoice. {i:sR:_____}

14. Release and Assumption of Risk. To the fullest extent allowed by law, Renter, on behalf of Renter and Renter's heirs, successors, assigns, invitees, guests and family members hereby releases Agent and Owner and their respective employees, contractors, agents, heirs, successors and assigns of and from, and voluntarily assumes the risk of, any damages and claims for economic losses, bodily injury or property damage suffered by Renter or Renter's family members or guests arising from the use or occupancy of the Premises, the condition of the Premises, exposure to any condition on or about the Premises, or use of items including but not limited to: a hot tub, sauna, kayak, paddleboard, row boat, (if present at the Premises), whether or not caused by Agent or Owner's negligence or gross negligence. This release and assumption of risk covers consequential economic losses, including loss of vacation time, wages, travel expenses and other damages.

15. Indemnification. Renter, on behalf of Renter and renter's heirs, successors and assigns, hereby agrees to defend, indemnify and hold Agent and Owner and Owner's HOA harmless of and from any and all claims for economic losses, bodily injury or property damage allegedly suffered by Renter or Renter's guests or family members which arise from the use or occupancy of the Premises by Renter or Renter's guests or family members, or from the condition of the Premises, excepting only claims caused by the sole, willful misconduct of Agent or Owner. Renter's indemnification and defense obligations shall include reasonable attorney's fees, costs, expert witness fees and such other reasonable settlement or judgment costs or losses incurred by Agent and Owner in the defense of such claims.

16. Choice of Law; Consent to Jurisdiction; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of where the Premises are located. In any action, claim, dispute or other legal proceeding arising out of this agreement or from its execution, or arising from use of the Premises, Renter, Owner and Agent hereby consent to personal jurisdiction by the following courts, and hereby agree that the sole venue of any such proceedings shall be as follows: (A) the appropriate state courts of Placer County, California, for the Tahoe City judicial district (a/k/a Tahoe Division), if the Premises is located in California; or

(B) the appropriate state courts of Washoe County, Nevada, for the Incline Village- Crystal Bay Township, if the Premises is located in Nevada. In the event of any such litigation, action or proceeding, the Parties agree that the only convenient forum shall be as set forth above.

17. Miscellaneous. Renter shall not assign this Agreement or sublet the Premises in whole or part without prior written permission of Owner or Agent, nor advertise the Premises for assignment or subletting. This Agreement, including the attached addendums, and all other documents, covenants, rules and regulations specifically described herein represent the sole and entire agreement among the parties hereto and supersedes all prior agreements, negotiations, arrangements, and discussions among them with respect to the subject matter covered hereby. Any amendment to this Agreement must be in writing and signed by the parties hereto. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement may be executed and delivered in counterparts or otherwise by facsimile or other electronic communications. If so, this Agreement shall be deemed effectively executed and delivered as of the date of transmission of the confirmation via electronic communication.

The provisions of this Agreement are contractual, and not mere recitals, and shall be considered severable, so that if any provisions or part of this Agreement shall at any time be held invalid, that provisions or part there of shall remain in force and effect to the extent allowed by law, and all other provisions of this Agreement shall remain in full force and effect, and be enforceable.

18. Payment Information. You may pay by Echeck, wire transfer or credit card.

Renter will be sent, via email, a link with payment information and instructions. This Agreement is not confirmed until Agent receives and processes Renter's payment information. Renter agrees the payment information provided is incorporated by reference herein to this Agreement.

How would you like to pay? {t:sR:_____}

We require credit card information on file, regardless of your payment selection.

Please note, if your echeck is declined, you will be charged a \$25 processing fee.

THE INDIVIDUAL PROVIDING THE PAYMENT INFORMATION MUST BE THE SAME INDIVIDUAL SIGNING THE CONTRACT IN WHOSE NAME THE CONTRACT WAS DRAFTED.

eCheck: (electronic check - direct debit from a customer's checking account / alternative to a paper check. MUST BE RECEIVED MORE THAN 7 BUSINESS DAYS PRIOR TO ARRIVAL. If this is a last-minute booking, please select another payment method.)

Wire Transfer: Please inquire for wire instructions.

Credit Card: Renter is encouraged to pay by wire transfer, personal check, or eCheck., plus the associated occupancy tax, is added to the total should Renter desire to pay by credit card. The additional processing fee is NOT **A non-refundable credit card processing fee of 3.8% reflected in the total in Paragraph 4.**

A. An American Express, Visa, Mastercard, or Discover credit card is required to book the Premises (even if paying by check or wire transfer). Renter and/or Cardholder authorizes Owner to charge the credit card below for any and/or all of the following:

- a) to repair damages caused by Renter or by a guest or licensee of Renter, or by an unauthorized or authorized pet of Renter; or by an approved pet;
- b) to clean the Premises in excess of normal cleaning, if necessary upon expiration of the term, including but not limited to a “dump and scrub” of the hot tub and/ or any additional cleaning needed due to pet hair, urine, dander, etc.;
- c) to repair or replace furniture, kitchenware, or other personal property, excluding ordinary wear and tear;
- d) to pay to replace lost or damaged HOA passes;
- e) to return Renter’s personal property left at the Premises;
- f) concierge services;
- g) for a material breach of this Agreement.

I have read the foregoing terms and conditions and agree to them.

Renter Signature: {s:sR:_____} Date: {d:sR:_____}

Renter Name: {{contact.name}}

Address: {{contact.address1}} {{contact.address2}}, {{contact.locality}}, {{contact.region}}
{{contact.postal}} {{contact.country}}

Phone Number: {{contact.cellPhone}} Email Address: {{contact.email}}

TLUXP Signature:

Addendum To Vacation Rental Agreement: Black Bears

This addendum ("Addendum") to the Tahoe Luxury Properties Vacation Rental Agreement ("Agreement") is mutually agreed upon between the parties.

Renter understands that black bears are very common in this area and have become habituated to human food and garbage.

Renter acknowledges the potential that bears can cause property damage at any time of the year in the Lake Tahoe Basin and that simple, precautionary steps taken by the Renter and his/her guests can greatly reduce the possibility of property damage by a bear.

Renter agrees to the following:

1. Garage door and entry doors will not be left open if unattended, even for a few minutes.
2. All doors and ground floor windows will be closed and locked prior leaving for the day and/or retiring in the evening, unless Renter needs a window open in the bedroom he/she is personally occupying for ventilation while Renter is present. The front door shall remain locked at all times.
3. Food will not be stored or left out for the day/evening in the garage, outdoors, by the BBQ or in a vehicle. This includes pet food if a home is pet friendly.
4. All trash will be placed in the bear box. Renter understands if the bear box door is slightly ajar, from a pin not being fully engaged for example, a bear will peel back the metal door to get inside. Renter will ensure the bear box is secured.
5. At no time will Renter feed a bear or leave food out for a bear.

If a Premises has installed an electric bear prevention system, Renter is encouraged to contact TLUXP upon arrival to receive instructions on how to operate, if so desired. These devices have proven to be effective in deterring bear break-ins and protecting both property and persons. {i:sR:_____}

In the event the aforementioned precautions are not maintained, and a bear enters the house through an open or unlocked door or window and causes damage to the property, or causes exterior damage, the Renter is responsible for 100% of the repair and/or restoration costs.

The undersigned knowingly agrees to the foregoing terms, conditions, and restrictions.

Renter Signature: {s:sR:_____} Date: {{formatDate date "medium"}}
Renter: {{contact.name}}
Property: {{unit.name}}

From: [Soffiotto, Bert](#)
To: [Stark, Katherine](#)
Cc: [Spinelli, Ted](#)
Subject: RE: Agency Review Request - WSTRAR24-0004 (101 Pinion Drive)
Date: Thursday, July 11, 2024 9:54:23 AM
Attachments: [image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)

Good morning Katy,

I do not see any issues from the building department perspective. The original inspection verified 7 legally approved bedrooms (which corresponds to the Assessor information), 2977sqf of overall habitable space, with 1654sqf minus the bedrooms. Base on those numbers the building approved maximum occupancy was 22 occupants.



Please tell us how we did by taking a quick [survey](#)

Bert Soffiotto

**PLANS EXAMINER / ICC CERTIFIED | CSD Planning & Building
Division**

1001 E. Ninth St, Bldg A, Reno, NV 89512

bsoffiotto@washoecounty.gov | Direct: 775.328.2029

Visit us first online: www.washoecounty.gov/csd

For Building call (775) 328-2020

For Planning call (775) 328-6100

Email: Building@washoecounty.gov

Email: Planning@washoecounty.gov

Office Hours: M-F 8:00am to 4:00pm



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Have some kudos to share about a Community Services Department employee or experience? Submit a nomination for a Washoe Star by clicking this link: [WASHOE STAR](#)

From: Stark, Katherine <KRStark@washoecounty.gov>

Sent: Thursday, July 11, 2024 8:38 AM

To: Soffiotto, Bert <BSoffiotto@washoecounty.gov>
Cc: Stark, Katherine <KRStark@washoecounty.gov>
Subject: Agency Review Request - WSTRAR24-0004 (101 Pinion Drive)

Hi Bert,

I'm processing a Tier 2 STR application. The owner is requesting a maximum occupancy of 16 guests for their property. The property address is 101 Pinion Drive, Incline Village, NV 89451. The Accela case number for the Tier 1 STR application is WSTR000027-APP-2024, and the case number for the issued Tier 1 permit is WSTR24-0070. Does Building have any additional requirements or conditions for this property if an STR is approved for 16 occupants? Please reply to me by **Wednesday, July 31, 2024**, if you have any comments or information related to this application. The application is attached to this email.

Here's the case description:

CASE DESCRIPTION

For possible action by the Washoe County Director of Planning and Building to approve a Tier 2 short-term rental administrative review permit for a maximum occupancy of 16 persons.

Applicant: Tahoe Luxury Properties
Property Owners: Zhuang Family Trust & Junaid Family Trust
Location: 101 Pinion Drive, Incline Village, NV 89451
APN: 122-111-02
Parcel Size: 0.528 acres
Master Plan: Tahoe – Incline Village #4
Regulatory Zone: Tahoe – Incline Village #4 (TA_IV4)
Planning Area: Tahoe
Development Code: Authorized in Article 319 Short-Term Rentals & Article 809, Administrative Review Permits
Commission District: 1 – Commissioner Hill

Thanks!



Katy Stark
Planner, Planning & Building Division | Community Services Department
krstark@washoecounty.gov | Direct Line: 775.328.3618
My typical working hours: Monday-Friday 7:00 am to 4:00 pm
Visit us first online: www.washoecounty.gov/csd
Planning Division: 775.328.6100 | Planning@washoecounty.gov
CSD Office Hours: Monday-Friday 8:00am to 4:00pm

From: [Oriol, Steven R.](#)
To: [Stark, Katherine](#); [Giesinger, Chad](#)
Subject: RE: Agency Review Request - WSTRAR24-0004 (101 Pinion Drive)
Date: Thursday, July 11, 2024 9:04:51 AM
Attachments: [image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)

I have no enforcement history to report for this property. I'll check the parking today. No issues from my end!



Steve Oriol
Code Enforcement Officer II - Short Term Rentals (STRs)
Code Enforcement | Community Services Department
soriol@washoecounty.gov | Direct Line: 775.328.3632

My typical working hours: Monday-Friday 0800-1600 HRS
Code Enforcement: 775.328.6106 | Code-Enforcement@washoecounty.gov
CSD Office Hours: Monday-Friday 8:00am to 4:00pm
1001 East Ninth Street, Reno, NV 89512



Have some kudos to share about a Community Services Department employee or experience?

[Submit a Nomination](#)

The best way to reach me is by email.

[311 FAQ | Code Enforcement - YouTube](#)

From: Stark, Katherine <KRStark@washoecounty.gov>
Sent: Thursday, July 11, 2024 8:29 AM
To: Giesinger, Chad <CGiesinger@washoecounty.gov>; Oriol, Steven R. <SOriol@washoecounty.gov>
Cc: Stark, Katherine <KRStark@washoecounty.gov>
Subject: Agency Review Request - WSTRAR24-0004 (101 Pinion Drive)

Hi Chad and Steve,

I'm processing a Tier 2 STR application. The owner is requesting a maximum occupancy of 16 guests for their property. The property address is 101 Pinion Drive, Incline Village, NV 89451. The Accela case number for the Tier 1 STR application is WSTR000027-APP-2024, and the case number for the issued Tier 1 permit is WSTR24-0070. Do you have any Code Enforcement history with this STR property and/or any other feedback you'd like to share? Please reply to me by **Wednesday, July 31, 2024**, if you have any comments or information related to this application. The application is attached to this email.

Here's the case description:

CASE DESCRIPTION

For possible action by the Washoe County Director of Planning and Building to approve a Tier 2 short-term rental administrative review permit for a maximum occupancy of 16 persons.

Applicant: Tahoe Luxury Properties
Property Owners: Zhuang Family Trust & Junaid Family Trust
Location: 101 Pinion Drive,
Incline Village, NV 89451
APN: 122-111-02
Parcel Size: 0.528 acres
Master Plan: Tahoe – Incline Village #4
Regulatory Zone: Tahoe – Incline Village #4 (TA_IV4)
Planning Area: Tahoe
Development Code: Authorized in Article 319 Short-Term Rentals & Article 809, Administrative Review Permits
Commission District: 1 – Commissioner Hill

Thanks!



Katy Stark
Planner, Planning & Building Division | Community Services Department
krstark@washoecounty.gov | Direct Line: 775.328.3618

My typical working hours: Monday-Friday 7:00 am to 4:00 pm

Visit us first online: www.washoecounty.gov/csd
Planning Division: 775.328.6100 | Planning@washoecounty.gov
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1001 East Ninth Street, Reno, NV 89512



Have some kudos to share about a Community Services Department employee or experience?

[Submit a Nomination](#)

Thursday, July 11

Oriol, Steven R. 7/11 12:36 PM



101 Pinion Dr, good for 8 cars if they use the 2-car garage. If not, they could still fit 6 cars in the driveway.



From: [Jeffrey Smith](#)
To: [Stark, Katherine](#)
Cc: [John James](#)
Subject: RE: Agency Review Request - WSTRAR24-0004 (101 Pinion Drive)
Date: Thursday, July 11, 2024 10:18:51 AM
Attachments: [image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)

This Message Is From an External Sender

This message came from outside of Washoe County -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.

[Report Suspicious](#)

Good morning! Yes, this property will need a monitored fire alarm system, with a deferred submittal and permit with the Fire District.



Jeffrey Smith
Fire Inspector

Office: [775.831.0351](tel:775.831.0351) x8107 | Cell: [775.413.4650](tel:775.413.4650)
Email: jsmith@nltpd.net
[866 Oriole Way | Incline Village | NV 89451](#)



From: Stark, Katherine <KRStark@washoecounty.gov>
Sent: Thursday, July 11, 2024 8:35 AM
To: John James <jjames@nltpd.net>; Jeffrey Smith <jsmith@nltpd.net>
Cc: Stark, Katherine <KRStark@washoecounty.gov>
Subject: Agency Review Request - WSTRAR24-0004 (101 Pinion Drive)

Hi John and Jeffrey,

I'm processing a Tier 2 STR application. The owner is requesting a maximum occupancy of 16 guests for their property. The property address is 101 Pinion Drive, Incline Village, NV 89451. The Accela case number for the Tier 1 STR application is WSTR000027-APP-2024, and the case number for the issued Tier 1 permit is WSTR24-0070. Does NLTPD have any additional requirements or conditions for this property if an STR is approved for 16 occupants? Please reply to me by **Wednesday, July 31, 2024**, if you have any comments or information related to this application. The application is attached to this email.

Here's the case description:

CASE DESCRIPTION

For possible action by the Washoe County Director of Planning and Building to approve a Tier 2 short-term rental administrative review permit for a maximum occupancy of 16 persons.

Applicant: Tahoe Luxury Properties
Property Owners: Zhuang Family Trust & Junaid Family Trust
Location: 101 Pinion Drive, Incline Village, NV 89451
APN: 122-111-02
Parcel Size: 0.528 acres
Master Plan: Tahoe – Incline Village #4
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Planning Area: Tahoe
Development Code: Authorized in Article 319 Short-Term Rentals & Article 809, Administrative Review Permits
Commission District: 1 – Commissioner Hill

Thanks!



Katy Stark
Planner, Planning & Building Division | Community Services Department
krstark@washoecounty.gov | Direct Line: 775.328.3618

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1001 East Ninth Street, Reno, NV 89512

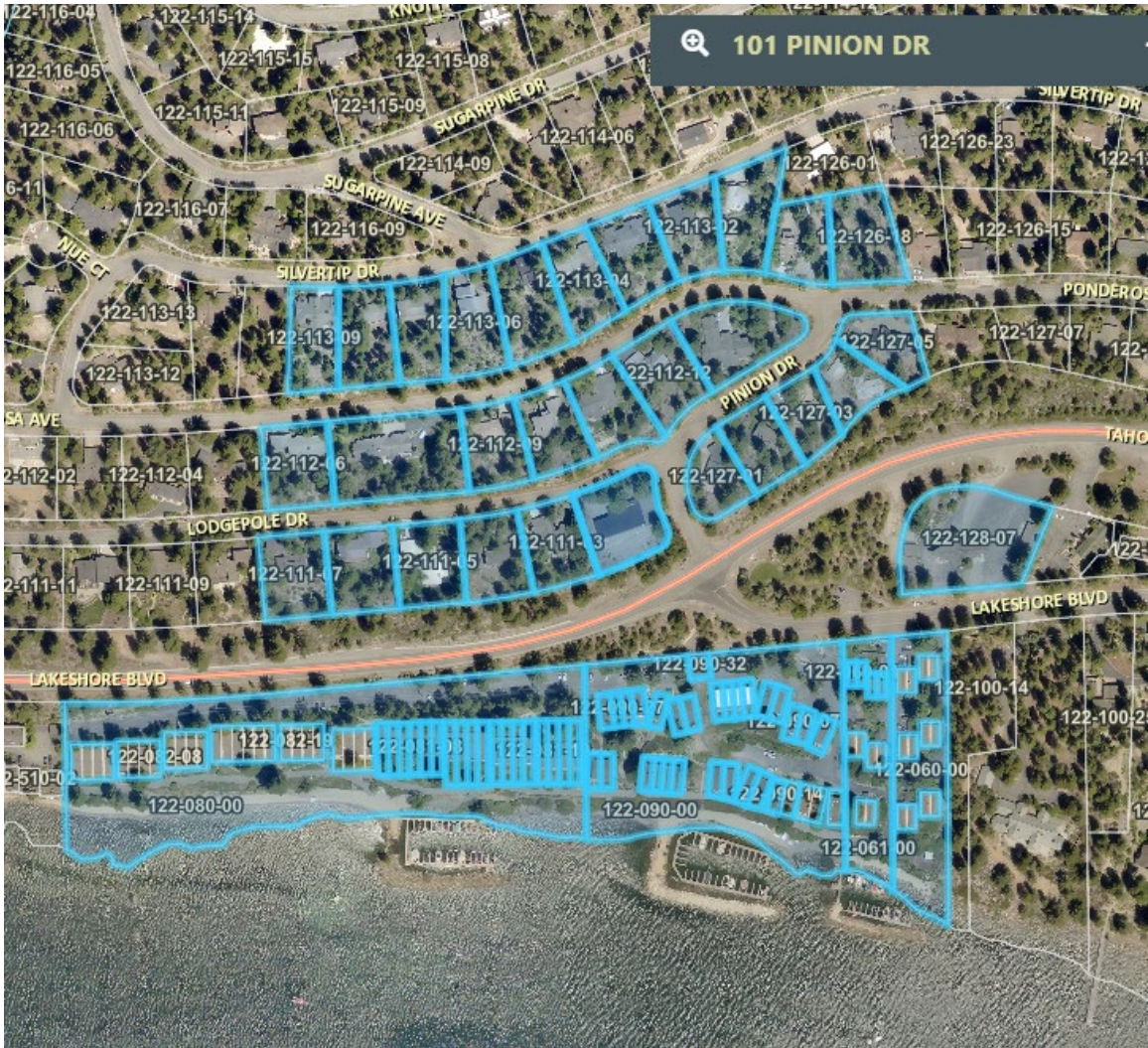


Have some kudos to share about a Community Services Department employee or experience?

[Submit a Nomination](#)

Public Notice Map

Pursuant to Washoe County Code Section 110.809.15 public notification consists of notification by mail of at least 10 separate property owners within a minimum 500-foot radius of the subject property. This proposal was noticed within a 500-foot radius of the subject property, noticing 79 separate property owners.



NOTICING MAP



Short Term Rental Administrative Review Written Decision

WSTRAR Case Number WSTRAR24-0004

Subject: To establish a short-term rental with an occupancy of 16 persons at 101 Pinion Drive, Incline Village, NV 89451

Decision: **Approve with Conditions**

Decision Date: August 16, 2024

Staff Planner: Katy Stark, Planner
Phone Number: 775.328.3618
E-mail: krstark@washoecounty.gov

Project Description

Short Term Rental Administrative Review Case Number WSTRAR24-0004 (101 Pinion Drive) – For possible action by the Washoe County Director of Planning and Building to approve a Tier 2 short-term rental administrative review permit for a maximum occupancy of 16 persons

- Applicant: Tahoe Luxury Properties
- Property Owners: Zhuang Family Trust & Junaid Family Trust
- Location: 101 Pinion Drive, Incline Village, NV 89451
- APN: 122-111-02
- Parcel Size: 0.528 acres
- Master Plan Category: Tahoe – Incline Village #4
- Regulatory Zone: Tahoe – Incline Village #4 (TA_IV4)
- Area Plan: Tahoe
- Development Code: Authorized in Article 319 Short-Term Rentals & Article 809, Administrative Review Permits
- Commission District: 1 – Commissioner Hill

Notice is hereby given that the Director of the Washoe County Planning and Building Division has granted approval with conditions of the above referenced case number/project based on compliance with Washoe County Code Chapter 110, Articles 319 (Short-Term Rentals) and 809 (Administrative Review Permits). This written decision will be effective 10 calendar days after the mailing date, as shown on the United States Postal Services' postmark on the outside of the envelope, unless the action is appealed to the Washoe County Board of County Commissioners. If appealed, the outcome of the appeal shall be determined by the Washoe County Board of County Commissioners. Any appeal must be filed in writing with the Planning and Building Division within 10 calendar days of the mailing date.

This written decision is granted subject to all Washoe County development code standards. A short-term rental (STR) permit shall not be issued until the appeal period for this written decision has expired. Additionally, compliance shall be required with all federal, state and local statutes, ordinances and regulations applicable to the approved request.

To: Zhuang Family Trust & Junaid Family Trust
Subject: WSTRAR24-0004 in association with WSTR24-0070
Page: Page 2 of 2

This written decision and the associated staff report for WSTRAR24-0004 (101 Pinion Drive) are also available on the Washoe County website at:

https://www.washoecounty.gov/csd/planning_and_development/applications/index.php

Choose "Applications Commission District One" and scroll to Case Number WSTRAR24-0004.

Washoe County Community Services Department
Planning and Building Division

Kelly Mullins, Director of Planning and Building

Applicant: Tahoe Luxury Properties, Attn: Stephanie Hoffman, 135 West River Road, Tahoe City, CA 96145, info@tluxp.com, erickson@tluxp.com, jennifer@tluxp.com, natalie@tluxp.com

Property Owner: Zhuang Family Trust & Junaid Family Trust, Attn: Junaid Qurashi, 26727 Taaffe Rd., Los Altos Hills, CA 94022, junaidqurashi@gmail.com

Written Decision xc: Jennifer Gustafson, District Attorney's Office; Keirsten Beck, Assessor's Office; Rigo Lopez, Assessor's Office; John James (jjames@nltpd.net) & Jeffrey Smith (jsmith@nltpd.net), North Lake Tahoe Fire Protection District; Bert Soffiotto, Building Program; Chad Giesinger & Steve Oriol & Erin Howard, Code Enforcement

Best Strategies for Trash Storage:

Keep your trash in an animal-resistant Garbage Can Enclosure (GCE).

The photos below are examples only.
IVGID does not recommend any particular manufacturer.



Tahoe Bear Box Co. / Bear Saver
(530) 546-3154 / www.bearbox.org

Carson Valley Welding / No Bear Can
(775) 884-9353

Baker Bear Bins / (530) 587-1374

The Bear Guard Co. / (530) 581-2211
www.bearguardinfo.com

Brown Bear (530) 587-2895

Online only:
A variety of poly-cans and carts
www.bearicuda.com



Or - Keep your trash in an < animal-resistant cart.

Animal Resistant Poly Carts available:
Call IVGID Waste Not (775) 832-1284.

Less Effective Other Options:

Keep your trash contained in a lockable building — then put it out on the morning of pick-up, after 5 am. However, be advised, bears have broken into buildings for trash in our community. If you are not here on service day, you can drop off 2 bags of garbage plus recycling, for free, 7 days a week at the Incline Transfer Station at 1200 Sweetwater Rd. (M-F: 8am-4:30pm, Weekends: 8am-4pm) (775) 833-6251.

Animal-Resistant Dumpsters:

All dumpsters in Incline Village & Crystal Bay are animal-resistant. They have a metal lid and a locking system which should be kept secured at all times.

The photo below is an illustration of how a dumpster should look when properly locked.

To report a non-locking dumpster, please call the Waste Not Hotline at (775) 832-1284.

LOCK THE DUMPSTER — every time!

Dumpsters should be **LOCKED** with the **CARBINER (or) PADLOCK** placed **THROUGH THE HASP & HINGE** with **NO GAP!**



In an Emergency: call 911.

For more information:

IVGID Waste Not Conservation Programs
(775) 832-1284 / www.ivgid.org
www.stashyourtrash.org

Wildlife Related Trash Complaints (24 hours a day)
in Incline Village/C. Bay: (775) 832-1221

IVGID Bear Sighting web report link
www.ivgid.org/news_events

BEAR League

www.savebears.org / (530) 525-PAWS

NDOW (Nevada Department of Wildlife)
www.ndow.org



Printed on recycled paper.
Photos courtesy:
Mark Smith
IVGID Waste Not
GCE manufacturers



Are YOU Bear Aware?

Their Lives Depend On It!



This is an informational guide published for educational purposes. IVGID assumes no responsibility or liability for persons or property related to the information presented.

Living with Bears

Black bears are native to Lake Tahoe and the Sierras. You may encounter a bear (even in town) because some bears have lost their fear of humans; they have become habituated to human presence, human food and garbage. Black bears are wild animals, but if you take precautions, your chances of being injured are extremely low. Black bears are out looking for food, they do not commonly attack people.

FEEDING BEARS (OR ANY WILDLIFE) CREATES A DANGEROUS SITUATION, INCREASES THE POTENTIAL FOR PROPERTY DAMAGE AND ENSURES THE DEATH OF THE ANIMAL!



The bear pictured (above and on the cover) was killed in Incline Village in July 2011, for being food habituated and not being afraid of humans.

Bears are opportunistic omnivores, which means they will eat almost anything they can find. Unlike the bears' natural food sources, garbage is a dense, high-energy food source that is regularly replenished and available year-round. When bears are not encouraged to hibernate by dwindling natural food sources, they will stay active throughout the winter.

In general, bears are not relocated once they become human habituated. Bears are euthanized for accessing trash, damaging property or because they no longer fear people.

A Fed Bear is a Dead Bear

NEVER FEED A BEAR!

Human-habituated bears are more likely to cause property damage and be killed. Here are some guidelines that will help keep the people and the bears of North Lake Tahoe safe:



Dispose of waste in bear-resistant containers. Put your trash out after 5 am the day of service, never before. Rinse all food related recyclables.



Never leave food, food wrappers, drink cups or garbage in vehicles.



Always feed your pets indoors.



Clean the barbecue after each use.



Eliminate the bird feeders. Bears are very attracted to the high calorie seeds. No matter how you hang the feeder, bears will climb anything.



Never approach, feed or attempt to touch bears or other wildlife.



Keep home and garage doors closed, except for immediate use. A bear walking into an open garage, then taking food or garbage, is one of the preventable incidents often reported. Close windows and doors when cooking.



Bears know when it is garbage day. Unsecured trash is a major attractant to animals.

IVGID fines for trash non-compliance begin at \$100 and increase to \$1000 per incident.

Invest in a wildlife-resistant container, instead.

Plus, you won't have to rush the garbage to the curb in the morning.

See other side for options.

If You Encounter A Bear

IN YOUR YARD OR NEIGHBORHOOD:

Make your home attractant-free. If there is nothing to eat, the bear will most likely wander off. If you see a bear in your yard or neighborhood; do not run, this may stimulate the instinct to chase. Walk away slowly, but let the bear know this is YOUR territory and it doesn't belong there. Make noise, yell at the bear, bang pots and pans, throw small rocks. Make the bear think you are a bigger bear than it is! Don't be afraid or act submissive. Never block the bear's exit route. Do not get in between a mother bear and cubs.

IN THE WOODS:

This is the bear's territory to share. Again, don't run and don't block the bear's path. Let the bear know you are there. Make eye contact but don't stare. Pick up small children who may run, and keep them calm. Appreciate the experience and move on with respect and self confidence.

