

**ORDINANCE NO. 305
OF THE TAHOE CITY PUBLIC UTILITY DISTRICT ESTABLISHING
PARKING AND USE REGULATIONS AT THE LAKE FOREST BOAT RAMP
FACILITY**

WHEREAS, Tahoe City Public Utility District (District) owns and operates the Lake Forest Boat Ramp Facility, inclusive of the parking lot, boat ramp, dock and pier ("Property"), Placer County Assessor's Parcel APN 094-140-014.

WHEREAS, the Board of Directors finds that it is necessary that parking and use regulations be established regarding said Property, as described on Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE TAHOE CITY PUBLIC UTILITY DISTRICT, as follows:

1. **Use Regulations. The following parking and use regulations are hereby adopted within the Property:**

A. **General Regulations and Parking**

(1) The parking of motor vehicles, watercraft, or trailers on the Property is permitted only within delineated parking spaces. Watercraft shall not be moored within the enclosed breakwater area except at designated mooring spaces, and mooring is subject to posted regulations and time limits. Parking is permitted during hours posted at the Property. Overnight parking is allowed only in emergency situations after approval has been obtained from the District. The General Manager or designated representative is given discretion to approve overnight parking in emergency situations. A request for permission for emergency overnight parking must be made by contacting the District at (530) 583-3796. Should an emergency arise after normal business hours, the request should be made to the District's Emergency After Hours Answering Service by pressing option 1 from the main auto-attendant message. If permission is granted for overnight parking, the motor vehicle or watercraft shall be parked so as not to obstruct, impede or interfere with parking areas used by others. Boat Ramp parking is reserved for vehicles trailering watercraft.

(2) No maintenance or repair activity of any motor vehicle, watercraft or trailer is allowed within the Property except in emergency situations after approval has been obtained from the District in the manner described in Paragraph A(1) above.

(3) Watercraft shall be permitted to moor at the dock for no more than (10) minutes at a time. No overnight mooring is permitted.

(4) Other than motor vehicles, watercraft and trailers parked in compliance with Paragraph A(1), A(2) or A(3) above, no vehicle, watercraft or trailer shall be left unattended on the Property at any time. Unattended vehicles, watercraft and trailers may be towed or removed from the Property. Owner shall bear all costs of towing, removal or impounding a motor vehicle, watercraft or trailer, and the cost of subsequent storage. Owner shall also bear the risk of any damage or loss during towing, removal, impounding or storage, including but not limited to damage to or theft of any personal property stored on any vehicle, watercraft or trailer, and shall hold the District harmless against liability for any such damage or loss.

- (5) All users of the Property must comply with all District posted launch requirements and other local, state, and federal vessel requirements including the required Lake Tahoe Aquatic Invasive Species Inspection, and Tahoe Regional Planning Agency ("TRPA") Shorezone Ordinances.
- (6) Refueling watercraft on the Property is strictly prohibited.
- (7) No camping or similar activity is allowed on the Property at any time.
- (8) No glass containers are permitted outside of a motor vehicle, watercraft, or trailer unless secured inside a breakproof container.
- (9) No garbage, trash, oil, fuel, debris or other material, liquid or solid, shall be deposited on the Property, besides waste into containers provided for that specific purpose.
- (10) No loitering, including no picnicking, tailgating or similar activity is permitted on the Property.

B. Use Regulations

- (1) A Daily Launch Pass must be purchased at the boat ramp kiosk before launching a watercraft. A Daily Launch Pass entitles holder to a single launch on the day of purchase. A Season Pass must be purchased in advance from the District Office or at tcpud.org. Daily Launch Passes and Season Passes may be referred to herein individually as "Pass" or collectively as "Passes". There are no refunds for Passes.
- (2) Commercial Activity – Use of the Property for any commercial activity, including without limitation, any profession, trade, occupation, shop, or calling carried on for profit or livelihood, including the rental or delivery of watercraft or a trailer to a customer, picking up or dropping off of passengers or cargo, parking of a vehicle and/or trailer which may be used to transport a watercraft which may be used for commercial activity elsewhere, instruction on use of watercraft, or the performance of services of any kind is strictly prohibited and a violation of this Ordinance.
- (3) Any violation of this Ordinance will result in the immediate cancellation of all Passes held or purchased by the violator, and of any other person or entity that is affiliated with the person or entity that violated this Ordinance, for the remainder of the season purchased, without any right to a refund. In the event any Pass is cancelled for violation of this Ordinance, the Pass holder and any person or entity affiliated with the Pass holder shall not be eligible to purchase or re-apply for a new or additional Pass for a period of one year from the date of cancellation. For the purposes of this Paragraph, "affiliated" shall mean a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this Paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).
- (4) Except as may be permitted pursuant to the terms in the State of California Department of Parks and Recreation Operating Agreement for Star Harbor Property and in accordance with all California State Park and Recreation Commission policies, all federal, state, and local government statutes, laws and regulations, including without limitation TRPA and its Shorezone Ordinance, all commercial activity as described in Paragraph B(2), above, on the Star Harbor Property is strictly prohibited and a violation of this Ordinance. Any violation of this Paragraph may result in the cancellation of Passes as set forth in Paragraph B(3), above.

(5) Business MOU Watercraft – A Daily Launch Pass for businesses permitted under a TRPA Business MOU to launch watercraft without an inspection seal must be purchased at the boat ramp kiosk and a current TRPA MOU permit with Appendix A listing each watercraft Vessel # must be presented at time of purchase.

C. Special Permit to allow Limited Contractor Activity

(1) The General Manager or designated representative may issue a Special Permit (“Permit”) to a person or business (“Permittee”) to allow limited activity on the Property, such as launching and the loading and unloading of materials to and from watercraft which will use such materials for construction activities within the waters or Shorezone of Lake Tahoe, or at locations which can be accessed only from the waters of Lake Tahoe. The Permittee must agree to each of the following:

(i) That any motor vehicle, watercraft or trailer owned or controlled by the Permittee, whether identified in the Permit or not, which is improperly parked or deposited on the Property may be towed or removed from the Property or impounded by the District at the expense of the Permittee.

(ii) That the Permittee shall bear all costs of towing, removal or impounding a motor vehicle, watercraft or trailer, and the cost of subsequent storage.

(iii) That the Permittee shall bear the risk of any damage or loss during towing, removal, impounding or storage, including but not limited to damage to or theft of any personal property stored on any vehicle, watercraft or trailer, and shall hold the District harmless against liability for any such damage or loss.

(2) The Permit shall be issued on a per-business basis and shall be applicable only for watercraft identified in the Permit. The fee for the Permit shall be \$300 for the first watercraft and \$100 for each additional watercraft.

(3) The Permit may be cancelled by the District on thirty days’ notice, in which case the Permittee is entitled to a pro-rata refund for the portion of the year remaining on the Permit.

(4) In the event that any condition of the Permit or this Ordinance is violated, the Permit shall be subject to immediate cancellation by the District, without any right to a refund. The loading or unloading of a watercraft not identified in the Permit shall be a violation of the Permit conditions and this Ordinance. The General Manager or designated representative has discretion, to issue a written warning in place of canceling the Permit for violation of a Permit condition or this Ordinance; however, this shall be a one-time occurrence per business and shall not be available for any subsequent violation of Permit conditions or this Ordinance, even in subsequent years. In the event any Permittee has a Permit cancelled for violation of conditions or this Ordinance, the Permittee shall not be eligible to re-apply for a new or additional Permit for a period of one year from the date of cancellation.

(5) Permittee loading and unloading of materials shall only take place on non- holiday weekdays during the following hours:

Between May 1 and September 30 of each year:
From 6:00 a.m. to 7:30 am. and 6:00 p.m. to 8:00 p.m.

Between October 1 and April 30 of each year:

From 5:00 a.m. to 8:00 p.m.

Each unloading event, use, or activity is limited to two (2) hours. The General Manager may further increase or restrict days and hours of activity. No Permittee activity is allowed on weekends or holidays. The Permittee shall allow recreational boaters and District activity to take priority over Permittee activity at all times. District reserves the right to designate where loading and unloading shall occur.

(6) The Permittee shall provide the District with a certificate of insurance in a form satisfactory to the District that provides general, marine, automobile liability, workers compensation insurance and property damage insurance in a minimum sum of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. The District shall be named as additional insured.

(7) The District will not plow snow or do any particular maintenance to permit commercial activities within the Property.

(8) The Permittee shall only use paved access roads and identified parking areas. The General Manager may restrict use of any portion of the Property for any reason. All activity shall be conducted to protect improvements, vegetation, water quality, and the use of the Property for recreational boating. The Permittee shall be responsible for timely cleanup and removal of all waste and debris.

(9) No discharge of any kind of chemical or waste material is permitted on the Property.

2. **Appeal of Cancellation of a Pass or Permit.** In the event a Pass or Permit is cancelled, the Pass holder or Permittee shall have the right to appeal the cancellation to the District Board of Directors. Appeals must be filed within seven (7) days of date of the notice of Pass or Permit cancellation. The appeal will normally be heard at the next regular meeting of the District Board of Directors. The Pass or Permit shall be suspended during the appeal process. The decision of the Board of Directors shall be final and binding and is not subject to further appeal.

3. **License to Use Property.** The purchase of a Pass or Permit constitutes a contract and limited license between the District and the owner and/or operator of the motor vehicle, watercraft or trailer for said owner and/or operator to use the Property as provided in this Ordinance, regardless of whether the owner or a different person or entity purchases the Pass or Permit, is present on the Property, or operating the motor vehicle, watercraft or trailer on the Property.

4. **Assumption of Risk.** The Property is to be used at the sole risk of the owner and/or operator of the motor vehicle, watercraft or trailer and the District shall not be liable or responsible for the care or protection of the motor vehicle, watercraft or trailer, including gear, equipment and contents, or for any injury to or death of any person or loss or damage of whatever kind or nature to any motor vehicle, watercraft or trailer. There is no guarantee or warranty of any kind as to the condition of the Property. The District shall not be responsible for injuries, damages or loss to persons or property occurring on the Property for any reason whether specifically stated or not.

5. **Waiver and Release of Liability.** Owners and/or operators of motor vehicles, watercraft or trailers shall, to the fullest extent allowed by law, waive all claims against and release the District, its officers, employees, volunteers, agents and contractors, from and against all liability, injury, damage or loss, that in

any way arise from or relate to the use of the Property, even if such injury, damage or loss is due to the District's negligence.

6. **Defense and Indemnity.** Owners and/or operators of motor vehicles, watercraft or trailers shall, to the fullest extent allowed by law, defend, indemnify and hold harmless the District, its officers, employees, volunteers, agents and contractors, from and against all claims, suits, liability, costs, expenses, loss, and damages that in any way arise from or relate to the use of the Property.

7. **Severability.** This Ordinance and the various sections and clauses hereof are hereby declared to be severable. If any sentence, paragraph, section of clause is adjudged unconstitutional or invalid, the remainder of this Ordinance shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Ordinance and each section hereof, regardless of the fact the one or more sentences, paragraphs, sections or clauses hereof be declared unconstitutional or invalid.

8. **Inconsistent Ordinances Revoked.** All previous District ordinances inconsistent with this Ordinance are hereby revoked.

9. **Effective Date.** This Ordinance shall become effective thirty (30) days after its enactment and shall be posted and published as required by law.

PASSED AND ADOPTED THIS 18th day of February 2022:

AYES: Friedman, Beals, Wilkins, Pang
NOES: Scoville
ABSENT: None

TAHOE CITY PUBLIC UTILITY DISTRICT

BY:

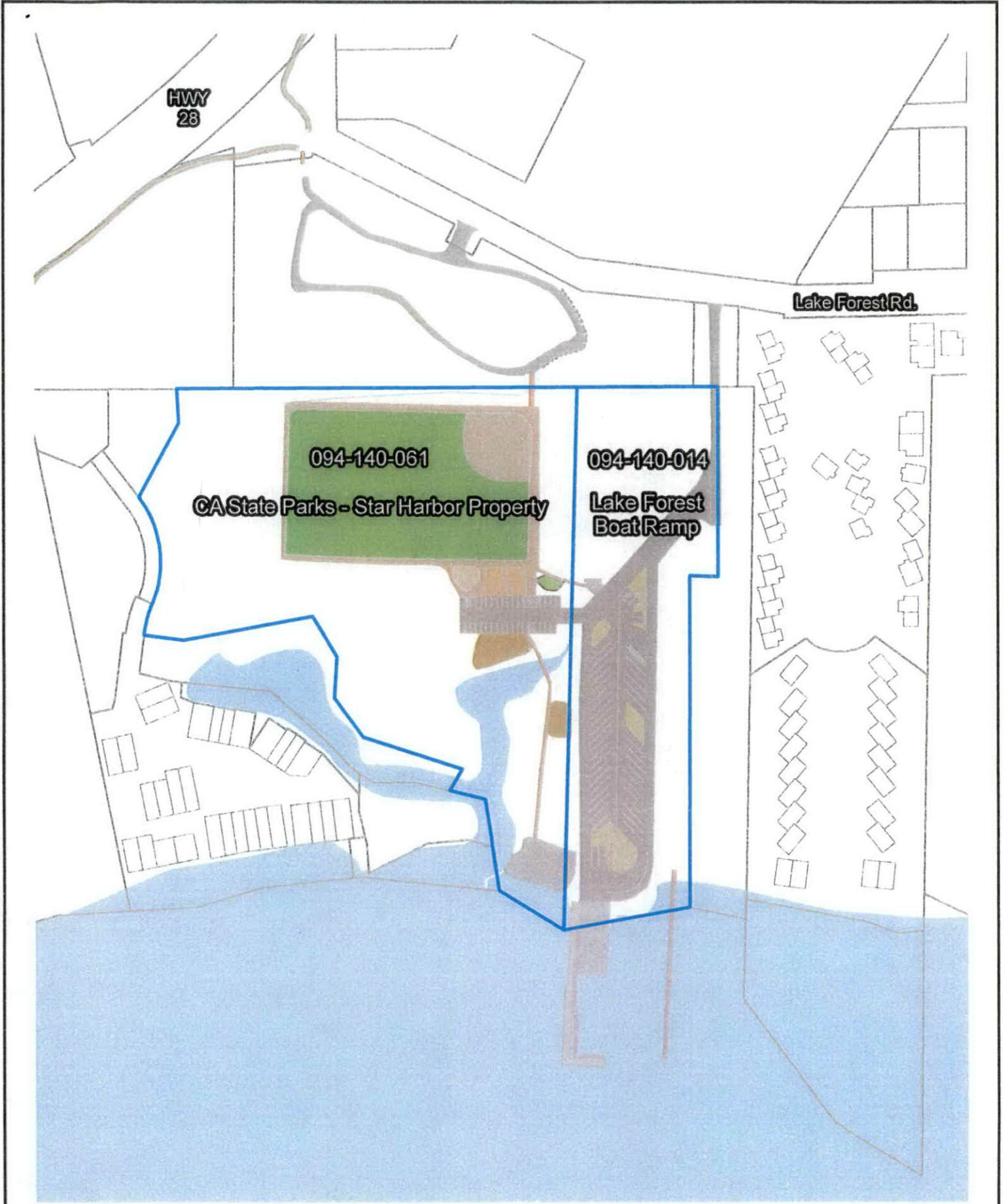


John Pang, President

ATTEST:



Terri Viehmann, District Clerk



TAHOE CITY PUBLIC UTILITY DISTRICT



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 TAHOE CITY, CA. 96145
 (530) 583-3796

TAHOE CITY PUBLIC UTILITY DISTRICT
Exhibit A - Lake Forest Boat Ramp Facility



Author: KH
 Date: 2/7/2022