



NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 p.m. on April 27, 2022 in the **Boardroom, 893 Southwood Boulevard**, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone (the telephone number will be posted to our website on the day of the meeting). The meeting will be available for viewing at <https://livestream.com/accounts/3411104>.

A. PLEDGE OF ALLEGIANCE*

B. ROLL CALL OF TRUSTEES*

C. INITIAL PUBLIC COMMENTS* - *Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item. Not to include comments on General Business items with scheduled public comment. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*

D. APPROVAL OF AGENDA (*for possible action*)

The Board of Trustees may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block.

-OR-

The Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.

E. REPORTS TO THE BOARD* - Reports are intended to inform the Board and/or the public.

1. **SUBJECT:** Nevada League of Cities; Presentation by Executive Director Wesley Harper – **pages 4 - 14**

2. **SUBJECT:** TREASURERS REPORT – Requesting Trustee: Treasurer Michaela Tonking – **pages 15**

A. Payment of Bills (*For District payments exceeding \$10,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$10,000 provided they are budgeted and the expenditure is approved according to District signing authority policy*)

F. REVIEW OF THE LONG RANGE CALENDAR (*for possible action*) – **page 16**

G. PUBLIC HEARING (*for possible action*)

Public Comments will be taken on this item. The Board Chairman will set the time limit for these comments at the meeting. It is anticipated that will be 3 minutes.

1. **SUBJECT:** Conduct the Public Hearing for the Proposed Amendments to the Sewer and Water Schedule of Service Charges and Fee Schedule - – **pages 17 - 122**

Incline Village General Improvement District

Incline Village General Improvement District is a fiscally responsible community partner which provides superior utility services and community oriented recreation programs and facilities with passion for the quality of life and our environment while investing in the Tahoe basin.

893 Southwood Boulevard, Incline Village, Nevada 89451 • (775) 832-1100 • FAX (775) 832-1122

www.yourtahoeplace.com

NOTICE OF MEETING

Agenda for the Board Meeting of April 27, 2022 - Page 2

Recommendation for Action: (Requesting Staff Member: Director of Public Works Brad Underwood)

- A. Conduct the Public Hearing for the proposed amendments to the Sewer and Water Schedule of Service Charges and Fee Schedule.
- B. Approve Resolution 1892 for the Proposed Amendments to the Sewer and Water Schedule of Service Charges and Fee Schedule – **pages 123 - 129**

H. CONSENT CALENDAR *(for possible action)*

1. **SUBJECT:** Review, discuss, and possibly authorize a three-year contract for Federal Legislative Advocacy Services with Marcus G. Faust, P.C. in the amount of \$67,044 in year one, with a three year not-to-exceed amount of \$215,000. (Requesting Staff Member: Director of Public Works Brad Underwood) – **pages 130 - 145**

Recommendation for Action: Authorize a three-year contract for Federal Legislative Advocacy Services with Marcus G. Faust, P.C. in the amount of \$67,044 in year one, with a three year not-to-exceed amount of \$215,000.

2. **SUBJECT:** Review, discuss, and possibly approve the Change Order to contract with CORE Construction (Burnt Cedar Swimming Pool and Site Improvements Project) to crack seal, slurry seal and stripe of all the asphalt located within the Burnt Cedar Beach Property (Attachment A), in the amount of \$61,845,; authorize the re-allocation of \$37,213 in available funding within the Burnt Cedar Pool and Site Improvements Project (CIP3972BD1301) to the Pavement Maintenance – Burnt Cedar Beach Project (CIP3972LI202); and authorize Staff to execute any change orders for additional work not anticipated at this time of approximately 10% of the change order value; up to the amount of \$6,200.00. (Requesting Staff Member: Director of Public Works Brad Underwood) – **pages 146 - 163**

Recommendation for Action: Approve the Change Order to contract with CORE Construction (Burnt Cedar Swimming Pool and Site Improvements Project) to crack seal, slurry seal and stripe of all the asphalt located within the Burnt Cedar Beach Property (Attachment A), in the amount of \$61,845,; authorize the re-allocation of \$37,213 in available funding within the Burnt Cedar Pool and Site Improvements Project (CIP3972BD1301) to the Pavement Maintenance – Burnt Cedar Beach Project (CIP3972LI202); and authorize Staff to execute any change orders for additional work not anticipated at this time of approximately 10% of the change order value; up to the amount of \$6,200.00.

I. GENERAL BUSINESS *(for possible action)*

1. **SUBJECT:** Review, discuss, and possibly award the 30% Schematic Design Contract, for the Recreation Center Expansion Project 30% Schematic Design; Vendor: H&K Architect in the amount not to exceed of \$72,000; under Memorandum of Understanding with the David and Cheryl Duffield Foundation; authorize \$29,000 of Public Works Staff support through the 30% Schematic design phase, and authorize an FY2021/22 budget augmentation of \$101,000, within the Community Services – Recreation Center Fund (350) to support this work (Requesting Staff Member: Engineering Manager Kate Nelson) – **pages 164 - 203**

Recommendation for Action: Award the 30% Schematic Design Contract, Option 2 (Attachment A) for the Recreation Center Expansion Project 30% Schematic Design; Vendor: H&K Architect in the amount of \$72,000 (Option 2); under Memorandum of Understanding with the David and Cheryl Duffield Foundation; authorize \$29,000 of Public Works Staff support through the 30% Schematic design phase, and authorize an FY2021/22 budget augmentation of \$101,000, within the Community Services – Recreation Center Fund (350) to support this work.

NOTICE OF MEETING

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2. **SUBJECT:** Review, discuss and provide direction related to potential edits to Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District (Requesting Staff Member: District General Manager Indra Winquest) – *pages 204 - 385*

Recommendation for Action: Provide direction related to potential edits to Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

J. MEETING MINUTES (for possible action)

1. Meeting of March 30, 2022 – *pages 386 - 404*

K. FINAL PUBLIC COMMENTS* - Limited to a maximum of three (3) minutes in duration.

L. ADJOURNMENT (*for possible action*)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, April 22, 2022 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of April 27, 2022) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID's website (www.yourtahoepace.com/Board of Trustees/Meetings and Agendas)
3. State of Nevada public noticing website (<https://notice.nv.gov/>)

/s/ Susan A. Herron, CMC

Susan A. Herron, CMC

District Clerk (e-mail: sah@ivgid.org/phone # 775-832-1207)

Board of Trustees: *Tim Callicrate - Chairman, Matthew Dent, Sara Schmitz, Kendra Wong, and Michaela Tonking.*

Notes: *Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent Calendar section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk (*) are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call IVGID at 832-1100 at least 24 hours prior to the meeting. IVGID'S agenda packets are available at IVGID's website, www.yourtahoepace.com; go to "Board Meetings and Agendas".*



NEVADA
LEAGUE OF CITIES AND MUNICIPALITIES

2022 Dues Formula

This dues formula has been ratified on January 31, 2022 to support the One Nevada Plan, which is designed to maximize the effectiveness of this League for each of its members. The goal is the furtherance of the League's Philosophy, Guiding Principle, and Mission as articulated in the Plan and for the League to be an active contributor that advances the priorities of each member municipality.

With full member participation, the 2022 dues formula would increase dues revenue from \$291,173.91 in FY2022 to \$497,594.14 in FY2023 (an increase of \$206,420.23), which would enable the League to add the staff capacity to fully implement the One Nevada Plan. Implementation of the Plan relies upon Las Vegas increasing its annual dues to \$80,000 and North Las Vegas increasing its annual dues to \$48,725.65. Henderson, Reno, and Sparks would maintain current dues, which are Henderson \$53,378.21, Reno \$41,316.33, and Sparks \$22,452.83.

Full member participation would not provide all of the revenue the League would need to optimally perform, but it would allow the League to build the capacity so that it can generate significant non-dues revenue. Non-dues League revenue can be generated from multiple sources, but sponsorship and affiliate revenue would be important areas of focus. In order to create the value proposition or, in some cases, develop the expertise to pursue other non-dues revenue sources, the League must be properly constituted with capable internal resources. This dues formula would accomplish this foundational step.

Pursuant to the Bylaws, dues are calculated using a base assessment plus a per capita assessment (with population sourced from the State Demographer) and are adjusted annually based on changes to the Consumer Price Index (CPI). Please see the Bylaws - Article VII. The changes to the dues formula are as follows:

Old Formula

Annual Base Dues of \$1,290.68 are multiplied by a per capita factor and then multiplied by CPI.

The per capita factor is based upon population:

0 to 3,000 residents - 0

3,001 to 50,000 residents - 0.305

50,001 to 150,000 residents - 0.205

150,001 or more residents - 0.155

2022 Formula

Annual Base Dues of \$8,700 are multiplied by a per capita factor and then multiplied by CPI.

The per capita factor is based upon population:

0 to 3,000 residents - 0.605 (increased)

3,001 to 50,000 residents - 0.405 (increased)

50,001 to 150,000 residents - 0.205 (unchanged)

150,001 or more residents - 0.155 (unchanged)

Thank you for considering this important action to support the League's progress and partnership. Please let me know if you have questions or concerns.

Thank you for your membership. There is strength in unity.

2022 Dues Formula

Nevada League of Cities and Municipalities

Wesley Harper, Executive Director

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January 26, 2022

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NEVADA
LEAGUE OF CITIES AND MUNICIPALITIES

2022 Strategic Plan

Philosophy – Strength in Unity. Strong Cities Build a Strong League. A Strong League Builds Strong Cities.

Guiding Principle – The Vitality of Cities is Dependent on their Fiscal Stability and Local Autonomy.

Mission – Create a Unified Association of Every Municipality in Nevada for Member Autonomy, Fiscal Prosperity, Mutual Aid, and Political Strength.

Understanding Priorities

In October 2021, the League invited responses to a survey from member mayors, chairs, city managers, and town managers to help inform the priorities and, by extension, the composition of the League’s resources, initiatives, and activities.

Consistent with the survey results and in combination with the League’s philosophy, guiding principle, and mission, we have elicited four core objectives: **Advocacy, Communication, Education, and Economic Development.**

Beyond these core objectives, the League shall be involved in any activity that advances or promotes the League’s philosophy, guiding principle, or mission.

Advocacy

Advancing member municipality legislative and policy interests at all levels of government. This includes lobbying, developing influential relationships, representing members in multiple forums to promote core municipal principles, and assisting member success in grants and earmarks.

Strategy – Continuously engage with member municipalities and their lobbyists to ensure continuity of goals and messaging. Seek collaborative relationships with legislators and influencers. Create partnerships and alliances with key stakeholders.

Communication

Disseminating actionable and advisory information to members as well as strategic messaging to advance member priorities and to influence stakeholders. Convening members for an annual summer gathering that prioritizes fellowship, relationship building, and unity and organizing an annual conference that prioritizes both actionable and advisory content and to generate non-dues revenue. Promoting a culture of mutual aid and solidarity among member municipalities.

Strategy – Ensure that messaging is timely, beneficial, received, and actionable. Ensure that the League conveys a strong and consistent brand to all audiences. Develop and implement a communications plan to elevate the voice of the League across all channels, including media, on priority issues for member municipalities. Effectively communicate to raise awareness for the League’s advocacy priorities and activities. Ensure that the League is informed of and responsive to the needs of each member municipality.

Education

Developing orientations and professional development training and programming for elected officials and for professional staff as well as accessing and disseminating national best practices to member municipalities.

Strategy – Grow, improve, and differentiate the content and offerings of League’s annual conference and create workshops for elected officials that encompass all stages of leadership.

Economic Development

Advancing member local, regional, and statewide economic development activities and revenue growth initiatives.

Strategy – Participate in and influence critical member activities and initiatives through collaborations with regional development authorities and other stakeholders.

2022 Strategic Plan

Nevada League of Cities and Municipalities

Wesley Harper, Executive Director

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January 31, 2022

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One Nevada Plan

Background

The **One Nevada Plan** was ratified on January 31, 2022, by the Board of Directors. It was named by President Cedric Crear to announce that it benefits each of the municipalities in Nevada without regional or population biases.

The effectiveness of the One Nevada Plan is based upon a significant increase in the frequency and the quality of member engagement. Each member municipality would be engaged no fewer than twice per month to ensure that:

1. The League has clarity of each member's evolving priorities, and that each member is well informed of the League's activities with respect to that member's priorities.
2. Each member is clear as to the League's activities as they pertain to every other member municipality.
3. The League's progress with respect to Leaguewide initiatives, including education and training and legislative activities, is clearly communicated.

The One Nevada Plan is an implementation of the 2022 Strategic Plan, which was also ratified on January 31, 2022. It is based on the four core objectives of **Advocacy, Communication, Education, and Economic Development** as well as the philosophy, guiding principle, and mission for the League. However, beyond these core objectives, the League shall be involved in any activity that advances or promotes the League's philosophy, guiding principle, or mission.

Advocacy – Advancing member municipality legislative and policy interests at each level of government.

- Federal – The purpose of federal advocacy is to increase the award rate of grants and earmarks as well as influencing federal policy to benefit member municipalities. This will be achieved through the following activities:
 - Increase member earmark and grant expertise.

- Strengthen the League’s relationship with the staffs of Nevada’s Congressional Delegation.
- Create direct relationships with the federal agencies to advance the interest of member municipalities.
- Continue to grow the League’s influence with the National League of Cities (NLC) based in Washington DC. NLC is a significant federal lobbying force, and it serves the League’s interest for NLC to incorporate the priorities of member municipalities in its lobbying strategy. Increasing the League’s influence involves additional direct involvement in NLC leadership activities and committees.
- State – The purpose of state advocacy is to advance and protect the interest of member municipalities, which specifically, but not exclusively, includes home rule, municipal revenue, and the cessation of unfunded mandates. This will be achieved through the following activities:
 - Propose and lobby for the enactment of legislation that advances the interests of member municipalities during Legislative Session.
 - Oppose and seek to reduce the harm of legislation that is contrary to the interests of member municipalities during Legislative Session and in the interim.
 - Organize member elected officials to effectively influence legislative outcomes.
 - Create and maintain a Leaguewide communication protocol that ensures that the clear and current status of legislative priorities is reflected and that encourages contribution and feedback from member municipalities.
 - Closely coordinate priorities and strategies with the Nevada Association of Counties where possible to ensure that the League’s priorities are amplified.
 - Create or strengthen external partnerships that advance the League’s influence.

One Nevada Plan

Nevada League of Cities and Municipalities

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January 31, 2022

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- Partner with member municipality contract lobbyists and lobbying coalitions to ensure that a closely coordinated strategy is implemented.
- Create or strengthen direct relationships with state legislators, state legislative leadership, and the Governor's Office.

Communication – Increasing member engagement to ensure that each member's priorities are understood and pursued as well as to ensure that each member is informed of the League's activities in aggregate. Disseminating actionable and advisory information to members as well as strategic messaging to advance member priorities and to influence stakeholders. Convening members for an annual summer gathering that prioritizes fellowship, relationship building, and unity and organizing an annual conference that prioritizes actionable and advisory content, provides professional development programming, and generates non-dues revenue.

- Engagement – The purpose of engagement is to increase bilateral communication between the League and each member municipality for the benefit of maximizing the League's partnership with each member. This will be achieved through the following activities:
 - Directly communicate with each member municipality no fewer than twice per month to ensure that the League has clarity of each member's evolving priorities through voice or video calls or through meetings.
 - Ensure that each member is well informed of the League's activities with respect to that member's priorities as well as the League's activities related to every other member.
 - Use this engagement to report the progress of Leaguwide initiatives, including education and training and legislative activities.
 - Distribute a monthly report of all activities to all members to ensure that there is universal awareness of League priorities and actions.

One Nevada Plan

Nevada League of Cities and Municipalities

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January 31, 2022

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- Information – The purpose of information is to provide actionable and advisory briefings that municipalities find useful in governing and policy making. This will be achieved through the following activities:
 - Closely coordinate with the National League of Cities and partner with federal and state policy makers.
 - Distribute Member Messages to all interested elected officials and professional staff of member municipalities.
- Messaging – The purpose of messaging is to shape the opinions and perceptions of stakeholders, partners, and state legislators. This will be achieved through the following activities:
 - Activate and regularly post Twitter, LinkedIn, and other primary social media platforms to strategically position the League and employ an optimal tone and manner to advance member priorities.
 - Ensure that the League’s website remains current with substantive content and complements the League’s social media strategy.
 - Sponsor events and organizations consistent with the League’s perception strategy.
- Gatherings – The purpose of a summer gathering is to establish and reinforce fellowship, relationship building, and unity among member elected officials and professional staff. This will be achieved through the following activities:
 - Organize an annual gathering of member municipalities with an emphasis on promoting a culture of mutual aid and solidarity among member municipalities rather than emphasizing the dissemination of substantive information.
- Conferences – The purpose of an annual conference is to provide actionable and advisory content, professional development and training, and to generate non-dues revenue. This will be achieved through the following activities:
 - Organize an annual August conference of member municipalities and stakeholders that encourages the participation of the Nevada Congressional Delegation, the National League of Cities, the Governor’s Office, and members of the State Legislature.

One Nevada Plan

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- Ensure that best practices and relevant, innovative content is presented to members as a resource to inform or influence progressive municipal policymaking.
- Provide training and programming to raise the proficiency and effectiveness of member elected officials and professional staff.

Education – Developing orientations and professional development training and programming for elected officials and for professional staff as well as accessing and disseminating national best practices to member municipalities.

- Orientations – The purpose of an orientation is to support newly elected public officials and newly hired leadership staff to bolster their confidence and raise their immediate effectiveness. This will be achieved through the following activities:
 - Engage with member municipalities to determine which elected official positions and which leadership staff roles would benefit from an orientation.
 - Leverage orientation curriculum content from the National League of Cities and the established programs of other State Municipal Leagues and adapt them for League members.
 - Determine the optimal teaching framework, timing, and forum for learning.
 - Create an evaluation mechanism to ensure continuing program improvement.
- Programming – The purpose of professional development training and programming is to raise the proficiency and effectiveness of member elected officials and professional staff that encompass all stages of leadership. This will be achieved through the following activities (similar to conducting orientations):
 - Incorporate training programming into the Annual Conference agenda.

- Engage with member municipalities to determine which elected official positions and which leadership staff roles would benefit from professional development training.
- Leverage orientation curriculum content from the National League of Cities and the established programs of other State Municipal Leagues and adapt them for League members.
- Determine the optimal teaching framework, timing, and forum for learning.
- Create an evaluation mechanism to ensure continuing program improvement.

Economic Development – Advancing member local, regional, and statewide economic development activities and revenue growth initiatives.

- Initiatives – The purpose of the League’s involvement in economic growth initiatives is to further the Guiding Principle and Mission of the League, which is, in part, to encourage the fiscal strength and prosperity of each member municipality. This will be achieved through the following activities:
 - Partner with regional development agencies to encourage and shape active and cooperative relationships with municipalities.
 - Partner with member municipalities to resolve obstacles to economic development initiatives.
 - Partner with federal and state agencies and stakeholders to secure funding for economic development initiatives.
 - Work with federal lobby partners to optimally position municipalities for federal grant opportunities.
 - Create or strengthen direct relationships with federal grant agencies and stakeholders.
 - Augment grant writing capacity and expertise for member municipalities.

Accountability

Given the design of the One Nevada Plan, each member municipality will have a unique partnership with the League, and, in this context, an evaluation protocol of the League's overall performance should be clearly defined. A method is for each member to perform an evaluation three times per year. Each evaluation focuses on the League's performance in implementing the four objectives and the League's adherence to its Philosophy, Guiding Principle, and Mission. The survey results are then made a part of the Board of Director's agenda at the subsequent meeting where feedback and adjustments may be discussed.

Conclusion

The One Nevada Plan is a component of a larger effort that includes discussions with the National League of Cities, direct meetings with the leadership of state municipal leagues across the country, active participation in the events of other state municipal leagues, attendance at stakeholder events, ongoing conversations with the Nevada Association of Counties, state legislators, the Governor's Office, and the Nevada Congressional Delegation and their staffs, a survey of member municipalities, and dozens of conversation with the elected officials and professional staff of member municipalities, all for the purpose of maximizing the effectiveness of this League for each of its members. This, as with all components, is a collaborative undertaking and member feedback is essential. The goal is the furtherance of the League's Philosophy, Guiding Principle, and Mission and for the League to be an active contributor that advances the priorities of each member municipality.

Thank you for your membership. There is strength in unity.

One Nevada Plan

Nevada League of Cities and Municipalities

Wesley Harper, Executive Director

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January 31, 2022

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Payment of Bills - For District payments exceeding \$10,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$10,000 provided they are budgeted and the expenditure is approved according to District signing authority policy.

Date	Check	Payment Type	Vendor	Amount	Status
03/02/2022	778169	Check	Univar Solutions USA Inc. DBA Univar USA Inc.	\$ 19,252.00	Paid
03/02/2022	778151	Check	Hyatt Regency Lake Tahoe	15,552.21	Paid
03/11/2022	778210	Check	Southwest Gas	32,847.95	Paid
03/11/2022	778190	Check	Flyers Energy LLC	16,348.53	Paid
03/11/2022	778185	Check	Davis Farr LLP	10,927.00	Paid
03/11/2022	778183	Check	Croft-Beck Floors, Inc.	12,209.50	Paid
03/11/2022	778182	Check	Core West, INC DBA Core Construction Serv. of NV	40,878.53	Paid
03/11/2022	778181	Check	Clean Tahoe Program	10,000.00	Paid
03/16/2022	778235	Check	Thomas Petroleum, LLC	16,857.22	Paid
03/16/2022	778228	Check	NV Energy	86,673.81	Paid
03/16/2022	778226	Check	Marker Volkl USA, Inc	10,560.37	Paid
03/16/2022	778225	Check	Management Partners Inc.	13,545.00	Paid
03/16/2022	778220	Check	Core West, INC DBA Core Construction Serv. of NV	43,066.79	Paid
03/16/2022	778216	Check	BBK-Best Best & Krieger LLP	27,800.00	Paid
03/16/2022	778214	Check	Amer Sports Winter & Outdoor	255,434.28	Paid
03/23/2022	778250	Check	G3 Engineering Inc.	48,893.59	Paid
03/23/2022	778244	Check	Clean Earth Enviromenatal Solutions, Inc	11,258.32	Paid
03/30/2022	778281	Check	Capital Glass Inc	23,775.00	Paid
03/02/2022	5835	EFT	Tyler Technologies Inc	12,720.00	Paid
03/11/2022	5859	EFT	Univar Solutions USA Inc. DBA Univar USA Inc.	13,098.52	Paid
03/11/2022	5850	EFT	Maco Machinery CO. Inc. Dba: Artec Machine Systems	28,430.05	Paid
03/11/2022	5847	EFT	Halo Branded Solutions, INC	17,965.06	Paid
03/11/2022	5845	EFT	EXL Media	15,168.21	Paid
03/11/2022	5841	EFT	CC Cleaning Service, LLC	13,770.00	Paid
03/16/2022	5862	EFT	Bruce Purves Construction, Inc	25,698.40	Paid
03/23/2022	5883	EFT	Enerspect Medical Solutions, LLC	20,432.16	Paid
03/30/2022	5944	EFT	Univar Solutions USA Inc. DBA Univar USA Inc.	10,279.16	Paid
03/30/2022	5918	EFT	Jacobs Engineering Group Inc, Formerly CH2M Hill	16,154.50	Paid
03/30/2022	5911	EFT	EXL Media	42,900.90	Paid
03/30/2022	5908	EFT	Doppelmayr USA, Inc.	49,178.32	Paid
03/02/2022	0	Auto Pay	US Foodservice, Inc.	13,021.00	Paid
03/11/2022	0	Auto Pay	AT&T	11,230.89	Paid
03/23/2022	0	Auto Pay	US Foodservice, Inc.	16,773.30	Paid
				\$ 1,002,700.57	

DATE	DAY OF THE WEEK	TIME	LOCATION	TYPE OF MEETING - 2022	COMPLETED MEMORANDUMS WITH ALL BACK UP MATERIALS FOR AGENDA ITEMS FROM BOARD MEMBERS/STAFF DUE DATES	ITEMS SLATED FOR CONSIDERATION
				2022		
05/11	Wednesday				05/02/2022, 8 a.m.	Interviews of Audit Committee candidates FY21/22 Q3 Budget Update (incl. Q3 CIP Popular Status Report) Website Update (Consent) Agreement Renewal with Diamond Peak and Village Ski Loft Contract for Utility Camera Upgrade Equipment CIP#2599SS2107
05/26	Thursday				05/16/2022, 8 a.m.	Public Hearings: Budget and Facility Fees Budget Adoption Approval of Facility Fees Resolution
06/08	Wednesday				05/30/2022, 8 a.m.	General Manager's Performance Evaluation
06/29	Wednesday				06/20/2022, 8 a.m.	<i>Trustee Schmitz is unavailable to attend this meeting.</i>
07/13	Wednesday				07/04/2022, 8 a.m.	
07/27	Wednesday				07/18/2022, 8 a.m.	<i>Trustee Schmitz may not be available to attend this meeting</i>
08/10	Wednesday				08/01/2022, 8 a.m.	<i>Trustee Dent is unavailable to attend this meeting.</i>
08/31	Wednesday				08/22/2022, 8 a.m.	
09/14	Wednesday				09/05/2022, 8 a.m.	
09/28	Wednesday				09/19/2022, 8 a.m.	
10/12	Wednesday				10/03/2022, 8 a.m.	
10/26	Wednesday				10/17/2022, 8 a.m.	
11/09	Wednesday				10/31/2022, 8 a.m.	
12/14	Wednesday				12/05/2022, 8 a.m.	

<i>Items sitting in the parking lot (to be discussed but (a) not yet scheduled for a specific Regular Board Meeting) or (b) a future Board not on this calendar</i>
Revisions to Ordinance 7 (allow 45 days ahead of action) – Staff added reminder
Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF (Request by Trustee Schmitz – 01/18/2021)
Develop a policy and criteria for Professional Services (see Moss Adams 1 Report) (Request by Trustee Schmitz – 03/10/2021; asked again on 4/29/2021)
Tax implications for benefits for employees (Request by Trustee Schmitz – 03/10/2021 – District General Counsel Nelson is working on an opinion)
Review of service levels – Golf will be coming first – maybe on 01/26/2022 agenda) – Date Requested:
Policy 3.1.0 review (Request by Trustee Tonking - 5/26/2021)
Next step on Diamond Peak parking lot/Ski Way – Staff added reminder
Incline Beach House – revisit where we have been, revisit financing options and how does the Board want to move forward (tentative) – Staff added reminder
Code of Conduct – Date Requested:
List of contracts, etc. that need annual Board Review – District General Manager and District Clerk – Date Requested:
Request that the Board discuss a strategy for dealing with e-mails and correspondence that the Board receives. Need to have a strategy and approach on who responded – come up with a consensus by the Board on who responds. (Request by Trustee Schmitz – 11/03/2021) Related to Policy 20.
Retaining special legal counsel for construction contracts, Staff member suggested, review and discuss as a Board and decide how to move (Request by Trustee Schmitz – 11/03/2021)
Meeting Minutes: Do we want our meeting minutes to have more alignment with what is said at the meeting or are these summaries acceptable? (Request by Trustee Schmitz – 11/03/2021)
Board of Trustees Handbook – awaiting Dr. Mathis' feedback
Board packet material requirements – Date Requested:

*Budget approval is required after the third Monday however whatever date is selected, a 10-day notice must be given. Must accomplish no later than June 1, 2022.

M E M O R A N D U M

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Susan A. Herron, CMC
District Clerk

SUBJECT: PUBLIC HEARING (TIME CERTAIN FOR 6 P.M.) – Proposed Amendments to the Sewer and Water Schedule of Service Charges and Fee Schedule

DATE: April 21, 2022

On April 27, 2022, the Board of Trustees will hold a public hearing on the above subject matter. Following is an outline for the public hearing:

1. Board Chairman Callicrate will ask the Board for a motion and a second to officially open the public hearing.
2. Board Chairman Callicrate will call for the question and the Board will take a vote to open the public hearing.
3. Once the public hearing is open, Board Chairman Callicrate will state that the District is holding a public hearing as required by the Nevada Revised Statutes.
4. Board Chairman Callicrate will then ask Director of Public Works Brad Underwood, for the record, if the District complied with the required notice.
5. Following confirmation, Director of Public Works Brad Underwood will then provide an overview of the item and all of its components.
6. Board Chairman Callicrate will state the comments made during the public hearing are governed by the Chair and Board Chairman Callicrate should state the rules he wants to use.
7. Board Chairman Callicrate will then ask for public comment on the rates as included in the Board packet.
8. The duration of the public hearing is at the Board's discretion.
9. After all public comments have been made, a Board member will need to make a motion to close the public hearing, which will need a second, and then Board Chairman Callicrate will call for the question and a vote will be taken on this motion.
10. The Board will then move on to the action portion of this matter.

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

FROM: Brad Underwood, P.E.
Director of Public Works

SUBJECT: Conduct the Public Hearing for the Proposed Amendments to the Sewer and Water Schedule of Service Charges and Fee Schedule.

DISTRICT STRATEGIC PLAN: Long Range Principle 3 – Finance

DATE: April 27, 2022

I. RECOMMENDATION

That the Board of Trustees conduct the Public Hearing for the proposed amendments to the Sewer and Water Schedule of Service Charges and Fee Schedule.

II. DISTRICT STRATEGIC PLAN

The Utility Rate Study supports Long Range Principle #3 – Finance: The District will ensure fiscal responsibility and sustainability of service capacities through prudent fiscal management and maintaining effective financial policies for internal controls, operating budgets, fund balances, capital improvement and debt management.

III. BACKGROUND

The District provides water and sewer utility services through its Utility Fund (Fund 200). These utility operations are supported through annual revenues (\$12.3 million for FY 2021/22) collected from utility customers based on Board-approved rate schedules for each utility.

On September 2, 2021, the Board of Trustees awarded a Professional Services Contract to HDR Engineering, Inc. to conduct the Utility Rate Study for Provision of Water and Sewer Services (Rate Study). The Rate Study is intended to establish 5-year water and sewer utility rates for all customer types. On November 10, 2021, HDR presented their preliminary findings to the Board. An update on the Utility Rate Study was presented by HDR to the Board at the meeting of February 9, 2022, where the Board requested additional information prior to setting the Public Hearing date for the proposed rate increases.

A presentation of updates to the Rate Study by HDR was presented to the Board on March 9, 2022, and HDR's Preliminary Draft Report Water and Sewer Rate Study was an attachment to the Board memo and is located online at:

[IVGID - 2021 Water Sewer Rate Study Preliminary Draft Report.pdf \(yourtahoeplace.com\)](#)

This study is not in its final form and will be updated and finalized to meet the revenue increases and subsequent rates that are approved by the Board.

At the conclusion of the March 9th discussion, the Board set the Public Hearing date for rate increases to be April 27, 2022. At that time the Board also directed Staff to prepare documents and updated Utility Rate Schedules, as proposed, to increase annualized Water Utility revenues by *up to* twenty percent (20%), and to prepare documents and updated Utility Rate Schedules, as proposed, to increase annualized Sewer Utility rate revenues by *up to* fifteen percent (15%).

Staff originally provided HDR with FY21-22 Adopted Budget, as a starting point for developing the rate model. While the Board amended the approved budget in approving carry-over appropriations on September 15, 2021, the rate model has now been updated to reflect current projections of estimated actual revenues and expenditures (including estimated carry-forwards) through the end of the current fiscal year. This ensures that the beginning fund balances going into FY22-23 reflect best available information. HDR has accounted for this new information by adding a line item "Budget Savings" in the Summary of the Revenue Requirement worksheets for both Water (Rev 1) and Sewer (Rev 1) (attached). This results a reduction of the initial recommended increase to rates by 2% in water (18%) and 0% in sewer (15%).

Another adjustment made to the rate model relates to elements of the capital plan that represent expense items rather than capital improvements. An adjustment has been made to the funding requirement to support the capital plan by deducting anticipated expense items, which are in turn reflected in the O&M section of the rate model's revenue requirements. To the extent that the draft rate model included the entire capital plan, as well as a Repair and Maintenance element in the O&M budget, this refinement has resulted in a favorable impact to the overall required rate adjustments.

Staff recommends the Board approve the revised revenue increases of 18% for Water and 15% for Sewer and associated rates, which were calculated using current projections of estimated actual revenues and expenditures through the end of the current fiscal year.

IV. BID RESULTS

Not Applicable.

V. FINANCIAL IMPACT AND BUDGET

The Rate Study performed by HDR is intended to calculate the appropriate rates for water and sewer service to meet revenue and expense demands while achieving an appropriate Level of Fund balance and Working Capital per Board Policy. The rate study is based on utility management strategies and industry best practices, and includes a five-year projection for revenues and expenses, such that the recommended rate adjustments are sufficient to meet the needs of the District and that adjustments can be made efficiently and effectively.

The recommended utility rate increases for year one, as proposed, would increase Water Utility revenues by 18% and Sewer Utility revenues by 15%. If approved, the average residential customer would see an increase in their monthly water bill of 16.7% and average monthly sewer bill of 14% (based upon an average customer using 10,000 gallons per month for water and 3,000 gallons per month for sewer).

In 2021-22, total water and sewer revenues for Public Works are budgeted to be \$12.64 million and are proposed to be \$14.21 million in 2022-23 under this rate study. This is an increase in revenues of \$1.57 million from increased commodity sales, additional users and from the rate increase.

The utility rates are calculated from a rate model that determines the revenue needs to meet operating and capital expenses while maintaining the Fund Balance and Appropriate Level of Working Capital in accordance with District Policies and Practices. Once the revenue target is established, the water and sewer rates are adjusted to generate that revenue equitably from each customer class of service. The revenue is also balanced among the various rate components to pay for fixed, variable and capital components. This cost of service analysis resulted in the need to increase revenue from the irrigation class for the water utility, and the commercial class for the sewer utility. To achieve the proper balance on for the water utility an additional water use rate is established for irrigation customers. The adjustments to both the water and sewer utility have been set up to occur over a five-year period to ease rate changes for these customer classes.

The Level of Fund Balance is set by Board Policy and the anticipated ending balance and calculated target value for the Operating Fund and Capital Fund for FY 2023 is shown in the following table.

Utility Reserve Funds

Operating Fund	FY 2023
Ending Balance	\$2,505,030
Target	\$2,714,838
Capital Fund	FY 2023
Ending Balance	\$1,707,684
Target	\$3,782,338

While the recommended revenue increases do not achieve the Level of Fund Balance as set forth by Board Policy in year 1, the study takes into account a gradual approach over a multi-year period to achieve operating and capital reserve fund targets. Doing so gradually, lessens the immediate impact to customers, as opposed to an even greater rate increase to meet these policies in the short-term. In addition, reserve levels within the District's Utility Fund may meet target levels set by Board policy within a shorter time-frame, depending upon availability of grant funds and timing of anticipated debt financing to support major capital improvement projects.

Proposed Utility Rates

The following table compares the current and the proposed residential water rate. The proposed rates include a monthly fixed charge through the base rate, capital improvement rate, customer admin fee, and defensible space. In addition to the fixed charges, there is a water consumption charge with three tiers. The Water Use charge is billed on all water use with no cap. In addition to the Water Use charge, Tier 1 begins billing at the minimum indicated (20K x CAF x Users) with no cap. In addition to the Water Use charge and Tier 1, Tier 2 begins billing at the minimum indicated (60K x CAF x Users) with no cap. The tiers reflect the cost of water at higher usage levels. Public Service Recreation accounts are not subject to the excess water charges, tier rates, as defined in the Water Ordinance section 2.40.

Residential Water Rate Comparison

Rate Component	Current Rate	Proposed Rate	Change (\$)	Change (%)
Base Rate	\$11.97	\$15.45	\$3.48	29.1%
Capital Improvements	\$15.10	\$15.10	\$0.00	0%
Customer Admin Fee	\$3.97	\$4.23	\$0.26	6.5%
Defensible Space	\$1.05	\$1.05	\$0.00	0%
Total Monthly Base Water Bill	\$32.09	\$35.83	\$3.74	11.7%
Water Use	\$1.55	\$1.97	\$0.42	27.1%
1 st Tier	\$0.93	\$1.18	\$0.25	26.9%
2 nd Tier	\$1.34	\$1.70	\$0.36	26.9%

The following table compares the current and the proposed residential sewer rate. Similar to the water rates, the sewer rates include a monthly fixed charge for the base rate, capital improvement charge, and customer admin fee. The sewer use charge is capped in the summer months at the winter average use for residential customers to reflect the wastewater flows contributed to the sewer system.

Residential Sewer Rate Comparison

Rate Component	Current Rate	Proposed Rate	Change (\$)	Change (%)
Base Rate	\$19.54	\$25.90	\$6.36	32.5%
Capital Improvements	\$31.45	\$31.45	\$0.00	0%
Customer Admin Fee	\$3.97	\$4.23	\$0.26	6.5%
Total Monthly Base Sewer Bill	\$54.96	\$61.58	\$6.62	12.0%
Sewer Use	\$3.20	\$4.00	\$0.80	25.0%

Schedule

The schedule for the proposed rate adoption is as follows:

Utility Rate Study Schedule	Date
Preliminary Results of the Public Utility Rate Study	November 10, 2021
Rate Study Presentation	February 9, 2022
Revised Rate Study Presentation	March 9, 2022
Set Date of Public Hearing to Adopt New Utility Rates	March 9, 2022
Publish Notice of Public Hearing in Newspaper	March 18, 2022
Conduct Public Hearing and Adopt New Utility Rates	April 27, 2022
New Utility Rates Become Effective – Pending Approval	May 19, 2022

VI. ALTERNATIVES

The Board also requested that Staff work with HDR for potential options that could reduce the revenue requirements thus the impact on the Utility User Rates. In reviewing the revenue requirement there is a \$200,000 contingency for FY23 in each water and sewer that could be eliminated which results in a 2% reduction in water rates (16%) and a 1.5% reduction in sewer rates (13.5%). This contingency was estimated in the budget to cover unknown inflation in goods and services due to the large increases in costs we have been experiencing.

The following table provides a summary of the key elements of the results of utility rate model, comparing the draft results presented on March 9th with the staff

recommendation resulting from refinement of the rate model as well as an alternative recommendation presented for Board consideration.

The refinements to the rate model since March 9th result in:

- A reduction in the FY2022/23 (and overall) rate adjustment required for the District’s Water Utility,
- Improvement in the reserve levels, such that reserve requirements are met as early as FY24/25, and
- A reduction in the overall debt financing required under current model assumptions (from \$43.1 million to \$38.5 million).

COMPARISON OF RATE MODEL RESULTS

	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	5-year Results		Debt Funding
						Total %	Annual Avg.	
Draft Rate Study - (March 9th)								
Water	20.0%	12.0%	9.5%	9.0%	3.5%	54.0%	10.8%	\$ 7.1 M
Wastewater	15.0%	12.5%	8.0%	8.0%	3.5%	47.0%	9.4%	\$36.0 M
								\$43.1 M
Reserve Levels	3,121,918	4,640,333	6,547,134	7,195,134	7,313,738			
Reserve Target	6,344,878	6,566,321	6,796,564	7,036,276	7,285,449			
Revised Rate Study - (April 27th)								
Water	18.0%	9.0%	9.0%	8.0%	3.0%	47.0%	9.4%	\$ 4.0 M
Wastewater	15.0%	12.5%	8.0%	6.0%	5.5%	47.0%	9.4%	\$34.5 M
								\$38.5 M
Reserve Levels	4,212,714	5,645,036	7,343,607	6,725,987	7,602,769			
Reserve Target	6,497,176	6,486,286	6,768,474	6,996,843	7,256,864			
Alternative - Excl. Contingency Appropriation								
Water	16.0%	10.0%	9.0%	9.0%	3.0%	47.0%	9.4%	\$ 4.0 M
Wastewater	13.5%	13.5%	8.0%	6.0%	5.5%	46.5%	9.3%	\$34.5 M
								\$38.5 M
Reserve Levels	4,411,783	5,758,349	7,361,904	6,712,750	7,555,217			
Reserve Target	6,447,176	6,486,286	6,768,474	6,996,843	7,256,864			

As noted in previous presentations, the required rate adjustments beyond FY2022/23 will be updated annually based on refinements to the revenue requirements and, significantly, informed by the ongoing efforts to secure outside funding to support priority capital projects. This could include funding requested from Washoe County, various federal infrastructure funding programs, as well as applications being submitted for access to low-interest State Revolving Loan funds.

VII. BUSINESS IMPACT

This item is a “rule” within the meaning of Nevada Revised Statutes, Chapter 237, but it does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business. Therefore, it does not require a Business Impact Statement.

VIII. COMMENT

The applicable Nevada Revised Statute is as follows.

NRS 318.199 Rates, tolls and charges for sewerage or water services or products: Schedules; public hearings; adoption of resolution; action to set aside resolution.

1. The board of trustees of any district organized or reorganized under this chapter and authorized to furnish sanitary sewer facilities pursuant to NRS 318.140 or to furnish water facilities pursuant to NRS 318.144 shall establish schedules showing all rates, tolls or charges for services performed or products furnished.
2. Whenever the board of trustees proposes to change any individual or joint rate, toll, charge, service or product, or any individual or joint practice which will affect any rate, toll, charge, service or product, the board of trustees shall hold public hearings after 30 days' notice has been given to all users of the service or product within the district.
3. Notice shall be given by publication in a newspaper published in the county and if no such newspaper is published, then a newspaper published in this state which has a general circulation in the county. The notice shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear and the type used in the headline of such notice shall not be smaller than 18 point.
4. All users of the service or product shall be afforded a reasonable opportunity to submit data, views or arguments orally or in writing at the place, date and time specified in the notice, or at any subsequent place or time to which the hearing may be adjourned.
5. If, after public hearing, the board of trustees determines that the proposed action is required, the board shall adopt a resolution establishing the new or changed rates, tolls, charges, services to be performed or products to be furnished.
6. Within 30 days immediately following the effective date of such resolution, any person who has protested it may commence an action in any court of competent jurisdiction to set aside the resolution.
7. Within 30 days after the effective date of the resolution, the secretary of the district shall file a copy of the new schedules in the office of the district. The schedules shall be made available to any user of the service or product.

(Added to NRS by 1977, 541)

Attachments:

- 1a_PW_Utility Rate Hearing 2022_Schedule of Service Charges_Resolution 1892
- 2a_PW_Utility Rate Hearing 2022_Water Rate Study (Rev 1)
- 2b_PW_Utility Rate Hearing 2022_Wastewater Rate Study (Rev 1)
- 2c_PW_Utility Rate Hearing 2022_Rate Study Combined Reserves (Rev 1)
- 3a_PW_Utility Rate Hearing 2022_Water Rate Study (Rev 1_No Contingency)
- 3b_PW_Utility Rate Hearing 2022_Wastewater Rate Study (Rev 1_No Contingency)
- 3c_PW_Utility Rate Hearing 2022_Rate Study Combined Reserves (Rev 1_No Contingency)

- **1a_PW_Utility Rate Hearing 2022_Schedule of Service Charges_Resolution 1892**



SEWER - SCHEDULE OF SERVICE CHARGES

As Adopted on 4/27/22, Resolution No. 1892

Residential & 3/4" Service Rates (CAF = 1)	
Sewer Base x CAF x Users	\$25.90
Sewer Capital Improv x CAF x Users	\$31.45
Sewer Admin Fee per Account	\$4.23
3/4" Base Monthly Invoice	\$61.58
3/4" Sewer Connection**	\$3,620
3/4" Sewer Retroactive Capital Improv**	\$2,170

1" Service Rates (CAF = 1.67)	
Sewer Base x CAF x Users	\$43.25
Sewer Capital Improv x CAF x Users	\$52.52
Sewer Admin Fee per Account	\$4.23
1" Base Monthly Invoice	\$100.00
1" Sewer Connection**	\$6,040
1" Sewer Retroactive Capital Improv**	\$3,630

1.5" Service Rates (CAF = 3.33)	
Sewer Base x CAF x Users	\$86.25
Sewer Capital Improv x CAF x Users	\$104.73
Sewer Admin Fee per Account	\$4.23
1.5" Base Monthly Invoice	\$195.21
1.5" Sewer Connection**	\$12,050
1.5" Sewer Retroactive Capital Improv**	\$7,240

2" Service Rates (CAF = 5.33)	
Sewer Base x CAF x Users	\$138.05
Sewer Capital Improv x CAF x Users	\$167.63
Sewer Admin Fee per Account	\$4.23
2" Base Monthly Invoice	\$309.91
2" Sewer Connection**	\$19,280
2" Sewer Retroactive Capital Improv**	\$11,580

3" Service Rates (CAF = 10)	
Sewer Base x CAF x Users	\$259.00
Sewer Capital Improv x CAF x Users	\$314.50
Sewer Admin Fee per Account	\$4.23
3" Base Monthly Invoice	\$577.73
3" Sewer Connection**	\$36,180
3" Sewer Retroactive Capital Improv**	\$21,730

4" Service Rates (CAF = 16.67)	
Sewer Base x CAF x Users	\$431.75
Sewer Capital Improv x CAF x Users	\$524.27
Sewer Admin Fee per Account	\$4.23
4" Base Monthly Invoice	\$960.25
4" Sewer Connection**	\$60,310
4" Sewer Retroactive Capital Improv**	\$36,220

6" Service Rates (CAF = 33.33)	
Sewer Base x CAF x Users	\$863.25
Sewer Capital Improv x CAF x Users	\$1,048.23
Sewer Admin Fee per Account	\$4.23
6" Base Monthly Invoice	\$1,915.71
6" Sewer Connection**	\$120,570
6" Sewer Retroactive Capital Improv**	\$72,420

8" Service Rates (CAF = 53.33)	
Sewer Base x CAF x Users	\$1,381.25
Sewer Capital Improv x CAF x Users	\$1,677.23
Sewer Admin Fee per Account	\$4.23
8" Base Monthly Invoice	\$3,062.71
8" Sewer Connection**	\$192,930
8" Sewer Retroactive Capital Improv**	\$115,880

10" Service Rates (CAF = 76.65)	
Sewer Base x CAF x Users	\$1,985.24
Sewer Capital Improv x CAF x Users	\$2,410.64
Sewer Admin Fee per Account	\$4.23
10" Base Monthly Invoice	\$4,400.11
10" Sewer Connection**	\$277,290
10" Sewer Retroactive Capital Improv**	\$166,550

Sewer Use Rates	
Residential Customer Type*	
Sewer Use	\$4.00/1000 gallons
Commerical Customer Type	
Sewer Use Commercial	\$4.70/1000 gallons

* **Residential Variable Sewer Costs:** Variable sewer costs for residential customers are based on monthly water use as follows: During the non-irrigation months (December through April), the variable sewer cost is calculated using the metered water use value. During irrigation billing months (May through November), the variable sewer cost shall be the lesser of the metered water use value or the non-irrigation months' average metered water use. The non-irrigation months' average shall not be set at a value less than 3,000 gallons.

** Sewer Connection and Sewer Retroactive Capital Improvement Charges are based on water service size for billing purposes.



WATER - SCHEDULE OF SERVICE CHARGES

As Adopted on 4/27/22, Resolution No. 1892

Residential & 3/4" Service Rates (CAF = 1)	
Water Base x CAF x Users	\$15.45
Water Capital Improv x CAF x Users	\$15.10
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
3/4" Base Monthly Invoice	\$35.83
3/4" Water Connection	\$1,800
3/4" Water Retroactive Capital Improv	\$2,060

1" Service Rates (CAF = 1.67)	
Water Base x CAF x Users	\$25.80
Water Capital Improv x CAF x Users	\$25.22
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
1" Base Monthly Invoice	\$56.30
1" Water Connection	\$3,010
1" Water Retroactive Capital Improv	\$3,440

1.5" Service Rates (CAF = 3.33)	
Water Base x CAF x Users	\$51.45
Water Capital Improv x CAF x Users	\$50.28
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
1.5" Base Monthly Invoice	\$107.01
1.5" Water Connection	\$6,000
1.5" Water Retroactive Capital Improv	\$6,860

2" Service Rates (CAF = 5.33)	
Water Base x CAF x Users	\$82.35
Water Capital Improv x CAF x Users	\$80.48
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
2" Base Monthly Invoice	\$168.11
2" Water Connection	\$9,610
2" Water Retroactive Capital Improv	\$10,980

3" Service Rates (CAF = 10)	
Water Base x CAF x Users	\$154.50
Water Capital Improv x CAF x Users	\$151.00
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
3" Base Monthly Invoice	\$310.78
3" Water Connection	\$18,030
3" Water Retroactive Capital Improv	\$20,610

4" Service Rates (CAF = 16.67)	
Water Base x CAF x Users	\$257.55
Water Capital Improv x CAF x Users	\$251.72
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
4" Base Monthly Invoice	\$514.55
4" Water Connection	\$30,060
4" Water Retroactive Capital Improv	\$34,350

6" Service Rates (CAF = 33.33)	
Water Base x CAF x Users	\$514.95
Water Capital Improv x CAF x Users	\$503.28
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
6" Base Monthly Invoice	\$1,023.51
6" Water Connection	\$60,100
6" Water Retroactive Capital Improv	\$68,690

8" Service Rates (CAF = 53.33)	
Water Base x CAF x Users	\$823.95
Water Capital Improv x CAF x Users	\$805.28
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
8" Base Monthly Invoice	\$1,634.51
8" Water Connection	\$96,160
8" Water Retroactive Capital Improv	\$109,900

10" Service Rates (CAF = 76.65)	
Water Base x CAF x Users	\$1,184.24
Water Capital Improv x CAF x Users	\$1,157.42
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
10" Base Monthly Invoice	\$2,346.94
10" Water Connection	\$138,220
10" Water Retroactive Capital Improv	\$157,960

Water Use Rates	
Residential and Commercial Customer Types	
Water Use	\$1.97/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$1.18/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$1.70/1000 gallons
Irrigation Customer Type	
Water Use	\$2.15/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$1.29/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$1.86/1000 gallons



FEE SCHEDULE

As Adopted on 4/27/22, Resolution No. 1892

Fee Schedule	
Sewage Drop-off at Treatment Plant	\$85/per 1,000 gal
Backflow Inspections - up to 1 hr labor	\$75/per device
	Repairs at cost
Plan Check Fees	\$100/hour
Inspection Fees	\$100/hour
Upgraded Meter, Register or Transponder	Billed at cost
Service Calls - 1/2 hour minimum with equipment billed at cost	\$45/per half hour
Tampering with Equipment	\$100 minimum
	Repairs at cost
Water Waste Penalty	\$100
Hydrant Meter Rental Charges	\$1,150/deposit \$45/month
1" Meter Rental Charges	\$225/deposit \$20/month
3/4" Meter Rental Charges	\$110/deposit \$15/month
Bulk Water for Construction	\$2.02/per 1,000 gal
Violation of air-gap on truck fill-up	\$500
Returned Check Fee	\$25
Posting Service Charge	\$20
Mainline Tapping, if performed by IVGID	Cost plus 15%

- **2a_PW_UTILITY Rate Hearing 2022_Water Rate Study
(Rev
1)**

**Incline Village General Improvement District
Water Rate Study
Revenue Requirement Summary
Exhibit 1**

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Revenue											
Rate Revenues	\$5,128,528	\$5,131,625	\$5,134,726	\$5,137,826	\$5,140,930	\$5,144,038	\$5,147,149	\$5,150,264	\$5,153,379	\$5,156,497	\$5,159,619
Non-Operating Revenues	273,106	290,766	293,382	306,354	315,591	320,126	323,046	325,980	328,084	328,965	329,534
Total Revenues	\$5,401,634	\$5,422,392	\$5,428,107	\$5,444,180	\$5,456,521	\$5,464,164	\$5,470,195	\$5,476,244	\$5,481,463	\$5,485,462	\$5,489,154
Expenses											
Total Operations & Maintenance	\$3,516,431	\$5,336,617	\$5,162,482	\$5,595,254	\$5,814,993	\$6,263,733	\$6,356,616	\$6,653,669	\$6,966,794	\$7,297,011	\$7,645,417
Net Debt Service	0	0	0	0	0	0	0	0	0	0	0
Reserve Funding	1,885,203	1,009,467	1,735,184	1,914,117	2,284,555	2,078,716	2,234,420	2,193,494	2,186,049	2,171,106	2,148,867
Total Revenue Requirement	\$5,401,634	\$6,346,084	\$6,897,666	\$7,509,371	\$8,099,548	\$8,342,449	\$8,591,036	\$8,847,163	\$9,152,843	\$9,468,117	\$9,794,284
Bal. / Def.) of Funds	\$0	(\$923,693)	(\$1,469,558)	(\$2,065,190)	(\$2,643,027)	(\$2,878,285)	(\$3,120,841)	(\$3,370,920)	(\$3,671,380)	(\$3,982,655)	(\$4,305,131)
Bal. / (Def.) as a % of Rate Rev.	0.0%	18.0%	28.6%	40.2%	51.4%	56.0%	60.6%	65.5%	71.2%	77.2%	83.4%
Proposed Rate Adjustment	0.0%	18.0%	9.0%	9.0%	8.0%	3.0%	3.0%	3.0%	3.5%	3.5%	3.5%
Add'l Revenue from Adj.	\$0	\$923,693	\$1,469,558	\$2,065,190	\$2,643,027	\$2,878,285	\$3,120,841	\$3,370,920	\$3,671,380	\$3,982,655	\$4,305,131
Total Bal / (Def.) of Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Additional Rate Increase Needed	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Avg Res Mo Bill (Fees + 10,000 gal)	\$47.59	\$55.83	\$60.69	\$66.01	\$71.64	\$73.80	\$76.01	\$78.29	\$81.03	\$83.87	\$86.81

Incline Village General Improvement District
 Water Rate Study
 Exhibit 2
 Escalation Factors

	<i>Budgeted</i>	<i>Proposed</i>									
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Revenues											
Customer Growth	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
<i>Single Family - Cust Growth</i>	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
<i>Multi-Family - Cust Growth</i>	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
<i>Commercial - Cust Growth</i>	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
<i>Irrigation - Cust Growth</i>	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
<i>IVGID - Cust Growth</i>	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
Consump Growth											
<i>Single Family - Cons Growth</i>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<i>Multi-Family - Cons Growth</i>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<i>Commercial - Cons Growth</i>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<i>Irrigation - Cons Growth</i>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<i>IVGID - Cons Growth</i>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Misc Revenues	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%
Expenses											
Labor	Budgeted	6.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Benefits - Medical	Budgeted	5.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Benefits - Other	Budgeted	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Professional / Special Srvc	Budgeted	6.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Materials & Supplies	Budgeted	10.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Equipment	Budgeted	10.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Miscellaneous	Budgeted	10.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Utilities	Budgeted	10.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Water and Sewer	Budgeted	17.5%	12.3%	8.8%	8.5%	3.3%	3.3%	3.3%	3.3%	3.3%	3.3%
Insurance	Budgeted	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Flat	Budgeted	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Rate Revenue Adj	0.0%	18.0%	9.0%	9.0%	8.0%	3.0%	3.0%	3.0%	3.5%	3.5%	3.5%
Interest											
	0.7%	0.8%	0.9%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%

Incline Village General Improvement District
 Water Rate Study
 Exhibit 3
 Revenue Requirement

	Budgeted	Proposed										Notes
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Revenues												
<i>Rate Revenues</i>												
Residential	\$2,427,652	\$2,429,076	\$2,430,501	\$2,431,926	\$2,433,350	\$2,434,779	\$2,436,208	\$2,437,640	\$2,439,073	\$2,440,505	\$2,441,941	
Multi Family	1,798,519	1,799,909	1,801,301	1,802,694	1,804,090	1,805,486	1,806,885	1,808,284	1,809,684	1,811,086	1,812,489	
Commercial	354,852	355,041	355,231	355,421	355,610	355,800	355,989	356,179	356,369	356,558	356,748	
Irrigation	177,834	177,882	177,930	177,979	178,027	178,075	178,124	178,172	178,220	178,269	178,317	
Commercial - IVGID	39,760	39,799	39,838	39,876	39,915	39,953	39,992	40,031	40,069	40,108	40,147	
Irrigation - IVGID	219,561	219,568	219,574	219,581	219,587	219,594	219,601	219,607	219,614	219,621	219,627	
Snowmaking - IVGID	110,350	110,350	110,350	110,350	110,350	110,350	110,350	110,350	110,350	110,350	110,350	
Total Rate Revenues	\$5,128,528	\$5,131,625	\$5,134,726	\$5,137,826	\$5,140,930	\$5,144,038	\$5,147,149	\$5,150,264	\$5,153,379	\$5,156,497	\$5,159,619	
<i>Non-Operating Revenues</i>												
Interest	\$1,500	\$18,889	\$21,232	\$33,933	\$42,896	\$47,159	\$49,806	\$52,467	\$54,298	\$54,904	\$55,200	Calculated
Snow Removal Fees	100,100	100,200	100,300	100,401	100,501	100,602	100,702	100,803	100,904	101,005	101,106	As Misc Revenues
Work Order Charges Labor	120,000	120,120	120,240	120,360	120,481	120,601	120,722	120,843	120,963	121,084	121,205	As Misc Revenues
Work Order Chgs Eq & Materials	21,300	21,321	21,343	21,364	21,385	21,407	21,428	21,450	21,471	21,492	21,514	As Misc Revenues
Back Flows Tests	120,000	120,120	120,240	120,360	120,481	120,601	120,722	120,843	120,963	121,084	121,205	As Misc Revenues
Fines & Penalties	25,200	25,225	25,250	25,276	25,301	25,326	25,352	25,377	25,402	25,428	25,453	As Misc Revenues
Fire Protection	18,096	18,114	18,132	18,150	18,168	18,187	18,205	18,223	18,241	18,260	18,278	As Misc Revenues
Inspection/Plan Fees	40,000	40,040	40,080	40,120	40,160	40,200	40,241	40,281	40,321	40,361	40,402	As Misc Revenues
Other Water	28,800	28,829	28,858	28,886	28,915	28,944	28,973	29,002	29,031	29,060	29,089	As Misc Revenues
Interfund Revenue Transfers	(201,890)	(202,092)	(202,294)	(202,496)	(202,699)	(202,901)	(203,104)	(203,307)	(203,511)	(203,714)	(203,918)	As Misc Revenues
Total Non-Operating Revenues	\$273,106	\$290,766	\$293,382	\$306,354	\$315,591	\$320,126	\$323,046	\$325,980	\$328,084	\$328,965	\$329,534	
Total Revenues	\$5,401,634	\$5,422,392	\$5,428,107	\$5,444,180	\$5,456,521	\$5,464,164	\$5,470,195	\$5,476,244	\$5,481,463	\$5,485,462	\$5,489,154	

	Budgeted	Proposed										Notes
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Expenses												
Wages												
Other Earnings	\$50,755	\$54,054	\$56,757	\$59,595	\$62,574	\$65,703	\$68,988	\$72,438	\$76,060	\$79,862	\$83,856	As Labor
Regular Earnings	1,379,813	1,469,501	1,542,976	1,620,125	1,701,131	1,786,187	1,875,497	1,969,272	2,067,735	2,171,122	2,279,678	As Labor
Salary Savings from Vacant Positions	(69,152)	0	0	0	0	0	0	0	0	0	0	As Labor
Total Wages	\$1,361,416	\$1,523,555	\$1,599,733	\$1,679,719	\$1,763,705	\$1,851,891	\$1,944,485	\$2,041,709	\$2,143,795	\$2,250,985	\$2,363,534	
Benefits												
Dental Fringe Ben	\$19,443	\$20,415	\$22,457	\$24,702	\$27,173	\$29,890	\$32,879	\$36,167	\$39,783	\$43,762	\$48,138	As Benefits - Medical
Disability Fringe Ben	7,099	7,525	7,976	8,455	8,962	9,500	10,070	10,674	11,315	11,994	12,713	As Benefits - Other
Life Ins Fringe Ben	2,691	2,826	3,108	3,419	3,761	4,137	4,551	5,006	5,506	6,057	6,662	As Benefits - Medical
Medical Fringe Ben	269,219	282,680	310,948	342,043	376,247	413,872	455,259	500,785	550,864	605,950	666,545	As Benefits - Medical
Retirement Fringe Ben	252,759	267,925	284,000	301,040	319,102	338,249	358,543	380,056	402,859	427,031	452,653	As Benefits - Other
Taxes	114,255	121,110	128,377	136,080	144,244	152,899	162,073	171,797	182,105	193,031	204,613	As Benefits - Other
Unemployment Fringe Ben	22,439	23,785	25,212	26,725	28,329	30,028	31,830	33,740	35,764	37,910	40,185	As Benefits - Other
Vision Fringe Ben	2,172	2,303	2,441	2,587	2,743	2,907	3,082	3,267	3,463	3,670	3,891	As Benefits - Other
Work Comp Fringe Ben	35,813	37,962	40,239	42,654	45,213	47,926	50,801	53,850	57,080	60,505	64,136	As Benefits - Other
Total Benefits	\$725,891	\$766,531	\$824,759	\$887,705	\$955,774	\$1,029,408	\$1,109,088	\$1,195,341	\$1,288,740	\$1,389,910	\$1,499,536	
Services & Supplies												
Advertising - Paid	\$1,000	\$1,100	\$1,133	\$1,167	\$1,202	\$1,238	\$1,275	\$1,313	\$1,353	\$1,393	\$1,435	As Materials & Supplies
BLDGS Maintenance Services	77,304	85,034	87,585	90,213	92,919	95,707	98,578	101,536	104,582	107,719	110,951	As Materials & Supplies
Chemical	171,879	189,067	194,739	200,581	206,599	212,797	219,181	225,756	232,529	239,505	246,690	As Materials & Supplies
Computer & IT Small Equip	3,000	3,300	3,399	3,501	3,606	3,714	3,826	3,940	4,059	4,180	4,306	As Materials & Supplies
Computer License & Fees	78,474	86,321	88,911	91,578	94,326	97,155	100,070	103,072	106,164	109,349	112,630	As Materials & Supplies
Contractual Services	35,043	38,547	39,704	40,895	42,121	43,385	44,687	46,027	47,408	48,830	50,295	As Materials & Supplies
Dues & Subscriptions	8,238	9,062	9,334	9,614	9,902	10,199	10,505	10,820	11,145	11,479	11,824	As Materials & Supplies
Employee Recruit & Retain	14,950	16,445	16,938	17,447	17,970	18,509	19,064	19,636	20,225	20,832	21,457	As Materials & Supplies
Fleet Maintenance Services	186,260	204,886	211,033	217,364	223,884	230,601	237,519	244,645	251,984	259,543	267,330	As Materials & Supplies
Fuel	38,880	42,768	44,479	46,258	48,108	50,033	52,034	54,115	56,280	58,531	60,872	As Utilities
Janitorial	21,000	23,100	23,793	24,507	25,242	25,999	26,779	27,583	28,410	29,262	30,140	As Materials & Supplies
Lab	17,600	19,360	19,941	20,539	21,155	21,790	22,444	23,117	23,810	24,525	25,260	As Materials & Supplies
Office Supplies	11,696	12,866	13,252	13,649	14,059	14,480	14,915	15,362	15,823	16,298	16,787	As Materials & Supplies
Operating	59,640	65,604	67,572	69,599	71,687	73,838	76,053	78,335	80,685	83,105	85,598	As Materials & Supplies
Permits & Fees	16,972	18,669	19,229	19,806	20,400	21,012	21,643	22,292	22,961	23,650	24,359	As Materials & Supplies
Postage	18,600	20,460	21,074	21,706	22,357	23,028	23,719	24,430	25,163	25,918	26,696	As Materials & Supplies
R&M General	71,520	78,672	81,032	83,463	85,967	88,546	91,202	93,938	96,757	99,659	102,649	As Materials & Supplies
R&M Corrective	141,500	155,650	160,320	165,129	170,083	175,185	180,441	185,854	191,430	197,173	203,088	As Materials & Supplies
R&M Preventative	95,700	105,270	108,428	111,681	115,031	118,482	122,037	125,698	129,469	133,353	137,353	As Materials & Supplies
Rental & Lease	960	1,056	1,088	1,120	1,154	1,189	1,224	1,261	1,299	1,338	1,378	As Materials & Supplies
Repairs & Maintenance	549,475	520,000	329,750	535,000	515,000	711,250	537,866	554,002	570,622	587,741	605,373	As Materials & Supplies
Safety	6,300	6,930	7,138	7,352	7,573	7,800	8,034	8,275	8,523	8,779	9,042	As Materials & Supplies
Security	6,600	7,260	7,478	7,702	7,933	8,171	8,416	8,669	8,929	9,197	9,473	As Materials & Supplies
Small Equipment	9,800	10,780	11,103	11,437	11,780	12,133	12,497	12,872	13,258	13,656	14,065	As Materials & Supplies
Tools	7,000	7,700	7,931	8,169	8,414	8,666	8,926	9,194	9,470	9,754	10,047	As Materials & Supplies
Training & Education	15,800	17,380	17,901	18,438	18,992	19,561	20,148	20,753	21,375	22,016	22,677	As Materials & Supplies
Travel & Conferences	19,200	21,120	21,754	22,406	23,078	23,771	24,484	25,218	25,975	26,754	27,557	As Materials & Supplies
Uniforms	12,100	13,310	13,709	14,121	14,544	14,981	15,430	15,893	16,370	16,861	17,367	As Materials & Supplies
Total Services & Supplies	\$1,696,491	\$1,781,718	\$1,629,747	\$1,874,442	\$1,895,088	\$2,133,221	\$2,002,997	\$2,063,607	\$2,126,056	\$2,190,401	\$2,256,698	

Incline Village General Improvement District
 Water Rate Study
 Exhibit 3
 Revenue Requirement

	Budgeted	Proposed										Notes
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Other												
Central Services Allocation Cs	\$214,819	\$236,301	\$243,390	\$250,692	\$258,212	\$265,959	\$273,938	\$282,156	\$290,620	\$299,339	\$308,319	As Materials & Supplies
Defensible Space Costs	50,000	55,000	56,650	58,350	60,100	61,903	63,760	65,673	67,643	69,672	71,763	As Materials & Supplies
General Liability - Insurance	115,900	119,377	122,958	126,647	130,446	134,360	138,391	142,542	146,819	151,223	155,760	As Insurance
Audit	5,850	6,435	6,628	6,827	7,032	7,243	7,460	7,684	7,914	8,152	8,396	As Materials & Supplies
Legal	12,000	13,200	13,596	14,004	14,424	14,857	15,302	15,761	16,234	16,721	17,223	As Materials & Supplies
Professional Consultants	70,000	74,550	78,278	82,191	86,301	90,616	95,147	99,904	104,899	110,144	115,652	As Professional / Special Srvc
Interfund Expense Transfers	(164,808)	(181,289)	(186,727)	(192,329)	(198,099)	(204,042)	(210,163)	(216,468)	(222,962)	(229,651)	(236,541)	As Miscellaneous
Total Other	\$303,761	\$323,574	\$334,772	\$346,381	\$358,416	\$370,895	\$383,834	\$397,252	\$411,168	\$425,601	\$440,571	
Utilities												
Cable TV	\$1,800	\$1,980	\$2,059	\$2,142	\$2,227	\$2,316	\$2,409	\$2,505	\$2,606	\$2,710	\$2,818	As Utilities
Electricity	409,100	450,010	468,010	486,731	506,200	526,448	547,506	569,406	592,182	615,870	640,505	As Utilities
Heating	11,200	12,320	12,813	13,325	13,858	14,413	14,989	15,589	16,212	16,861	17,535	As Utilities
Internet	11,400	12,540	13,042	13,563	14,106	14,670	15,257	15,867	16,502	17,162	17,848	As Utilities
Telephone	21,066	23,173	24,100	25,063	26,066	27,109	28,193	29,321	30,494	31,713	32,982	As Utilities
Trash	7,100	7,810	8,122	8,447	8,785	9,137	9,502	9,882	10,277	10,689	11,116	As Utilities
Water & Sewer	2,900	3,408	3,825	4,160	4,513	4,660	4,811	4,968	5,129	5,296	5,468	As Water and Sewer
Total Utilities	\$464,566	\$511,240	\$531,971	\$553,431	\$575,756	\$598,752	\$622,667	\$647,538	\$673,402	\$700,300	\$728,272	
Future O&M												
Additional Staffing Needs	\$0	\$230,000	\$241,500	\$253,575	\$266,254	\$279,566	\$293,545	\$308,222	\$323,633	\$339,815	\$356,805	As Labor
One-Time Inflation Contingency	0	200,000	0	0	0	0	0	0	0	0	0	As Labor
Budget Savings	(1,035,694)	0	0	0	0	0	0	0	0	0	0	
Open	0	0	0	0	0	0	0	0	0	0	0	As Labor
Total Future O&M	(\$1,035,694)	\$430,000	\$241,500	\$253,575	\$266,254	\$279,566	\$293,545	\$308,222	\$323,633	\$339,815	\$356,805	
Total Operations & Maintenance	\$3,516,431	\$5,336,617	\$5,162,482	\$5,595,254	\$5,814,993	\$6,263,733	\$6,356,616	\$6,653,669	\$6,966,794	\$7,297,011	\$7,645,417	
Debt Service												
NV DWSRF 2012	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	Existing Debt
NV Drk Wtr Loan 2005	113,648	113,648	113,648	113,648	56,824	0	0	0	0	0	0	Existing Debt
New SRF Loans	0	0	0	0	0	0	0	0	0	0	0	Calc @ 2.4% for 20 Yrs
New Revenue Bonds	0	0	72,285	145,866	295,648	295,648	295,648	295,648	295,648	295,648	295,648	Calc @ 4.6% for 20 Yrs
Total Debt Service	\$307,020	\$307,020	\$379,304	\$452,886	\$545,844	\$489,020	\$489,020	\$489,020	\$489,020	\$489,020	\$489,020	
<i>Less Capital Reserve Funding</i>	<i>\$307,020</i>	<i>\$307,020</i>	<i>\$379,304</i>	<i>\$452,886</i>	<i>\$545,844</i>	<i>\$489,020</i>	<i>\$489,020</i>	<i>\$489,020</i>	<i>\$489,020</i>	<i>\$489,020</i>	<i>\$489,020</i>	
Net Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

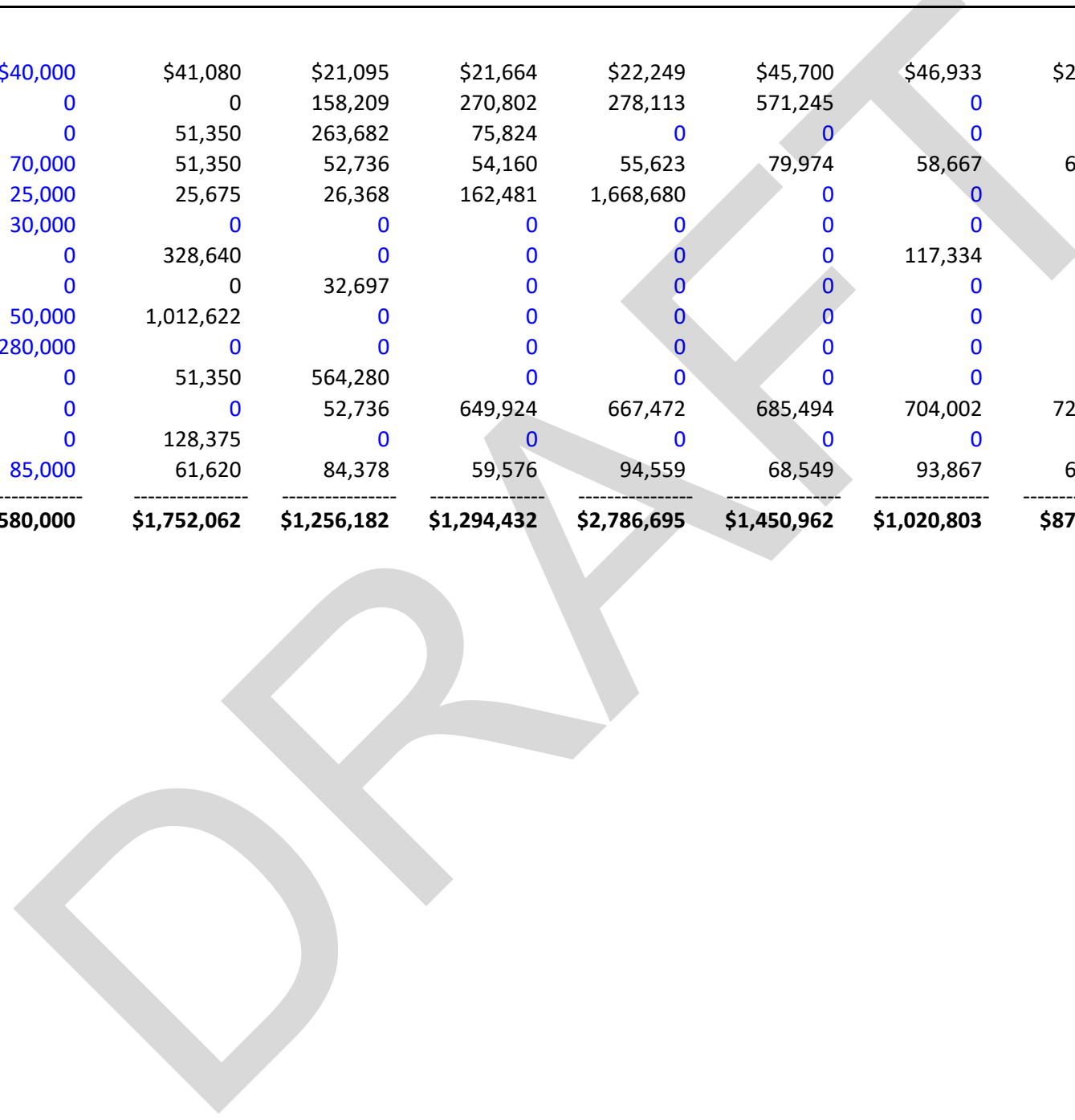
Incline Village General Improvement District
 Water Rate Study
 Exhibit 3
 Revenue Requirement

	Budgeted	Proposed										Notes
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Reserve Funding												
Operating Fund Transfer	\$280,583	(\$596,758)	\$127,353	\$304,678	\$173,507	(\$33,943)	\$120,148	\$77,607	\$68,547	\$51,986	\$28,129	As Customer Growth
Capital Fund Transfer	1,604,620	1,606,225	1,607,831	1,609,439	1,611,048	1,612,659	1,614,272	1,615,886	1,617,502	1,619,120	1,620,739	
Additional Capital Funding	0	0	0	0	500,000	500,000	500,000	500,000	500,000	500,000	500,000	
Debt Reserve Fund	0	0	0	0	0	0	0	0	0	0	0	
Total Reserve Funding	\$1,885,203	\$1,009,467	\$1,735,184	\$1,914,117	\$2,284,555	\$2,078,716	\$2,234,420	\$2,193,494	\$2,186,049	\$2,171,106	\$2,148,867	
Total Revenue Requirement	\$5,401,634	\$6,346,084	\$6,897,666	\$7,509,371	\$8,099,548	\$8,342,449	\$8,591,036	\$8,847,163	\$9,152,843	\$9,468,117	\$9,794,284	
Bal/(Def.) of Funds	\$0	(\$923,693)	(\$1,469,558)	(\$2,065,190)	(\$2,643,027)	(\$2,878,285)	(\$3,120,841)	(\$3,370,920)	(\$3,671,380)	(\$3,982,655)	(\$4,305,131)	
Rate Adj. as a % of Rate Rev.	0.0%	18.0%	28.6%	40.2%	51.4%	56.0%	60.6%	65.5%	71.2%	77.2%	83.4%	
Proposed Rate Adjustment	0.0%	18.0%	9.0%	9.0%	8.0%	3.0%	3.0%	3.0%	3.5%	3.5%	3.5%	
<i>Effective Months</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	
Add'l Revenue from Adj.	\$0	\$923,693	\$1,469,558	\$2,065,190	\$2,643,027	\$2,878,285	\$3,120,841	\$3,370,920	\$3,671,380	\$3,982,655	\$4,305,131	
Total Bal / (Def.) of Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Additional Rate Increase Needed	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
DSC Ratio												
Before Rate Adjustm	6.14	0.28	0.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
After Rate Adjustment	6.14	3.29	4.57	4.23	4.19	4.25	4.57	4.49	4.47	4.44	4.39	
Avg Res Mo Bill (Fees + 10,000 gal)												
After Proposed Rate Adjustment	\$47.59	\$55.83	\$60.69	\$66.01	\$71.64	\$73.80	\$76.01	\$78.29	\$81.03	\$83.87	\$86.81	
Annual \$ Change		8.24	4.86	5.32	5.63	2.16	2.21	2.28	2.74	2.84	2.94	
Cumulative Change		8.24	13.10	18.42	24.05	26.21	28.42	30.70	33.44	36.28	39.22	

Incline Village General Improvement District
 Water Rate Study
 Exhibit 4
 Capital Improvement Plan

Inflation	2.7%
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	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total
Capital Improvements - Water												
Replace Commercial Water Meters, Vaults and Lids	\$40,000	\$41,080	\$21,095	\$21,664	\$22,249	\$45,700	\$46,933	\$24,100	\$24,751	\$25,419	\$0	\$312,992
Residential meter and electronics replacement	0	0	158,209	270,802	278,113	571,245	0	0	0	0	0	1,278,369
SCADA Management Servers/Network - BCDP	0	51,350	263,682	75,824	0	0	0	0	99,004	0	0	489,861
Water Pumping Station Improvements	70,000	51,350	52,736	54,160	55,623	79,974	58,667	60,251	61,878	63,548	104,423	712,610
Burnt Cedar Water Disinfection Plant Improvements	25,000	25,675	26,368	162,481	1,668,680	0	0	0	0	0	0	1,908,204
Removal of Washoe 1 Water Intake Line	30,000	0	0	0	0	0	0	0	0	0	0	30,000
Water Pump Station 2-1 Improvements	0	328,640	0	0	0	0	117,334	0	0	0	0	445,974
2013 Mid Size Truck #630 Compliance	0	0	32,697	0	0	0	0	0	0	0	45,685	78,381
Watermain Replacement - Crystal Peak Road	50,000	1,012,622	0	0	0	0	0	0	0	0	0	1,062,622
Watermain Replacement - Slott Pk Ct	280,000	0	0	0	0	0	0	0	0	0	0	280,000
Watermain Replacement - Alder Avenue	0	51,350	564,280	0	0	0	0	0	0	0	0	615,630
Watermain Replacement - Future	0	0	52,736	649,924	667,472	685,494	704,002	723,010	742,531	762,580	783,169	5,770,919
R6-1 Tank Road Construction	0	128,375	0	0	0	0	0	0	0	0	0	128,375
Water Reservoir Coatings and Site Improvements	85,000	61,620	84,378	59,576	94,559	68,549	93,867	66,276	105,192	76,258	104,423	899,698
Total Capital Improvements - Water	\$580,000	\$1,752,062	\$1,256,182	\$1,294,432	\$2,786,695	\$1,450,962	\$1,020,803	\$873,637	\$1,033,356	\$927,805	\$1,037,699	\$14,013,634



	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total
Capital Improvements - Shared (50% Water)												
Paint Interior Building #A	\$0	\$25,162	\$0	\$0	\$0	\$0	\$0	\$0	\$34,775	\$0	\$0	\$59,937
New Carpet Building #A	0	24,135	0	0	0	0	28,817	0	0	0	0	52,952
Replace Public Works Front Security Gate	0	0	0	42,960	0	0	0	0	0	0	0	42,960
Replace Roof Public Works #B	30,000	0	0	0	0	0	0	0	0	0	0	30,000
Building B Replacement	0	0	0	0	0	0	0	0	61,878	0	0	61,878
Rain Gutters Building C	0	25,675	0	0	0	0	0	0	0	0	0	25,675
Loader Tire Chains - 2 Sets	10,000	0	0	0	11,514	0	0	0	13,366	0	0	34,879
2002 Caterpillar 950G Loader #523	132,500	0	0	0	0	0	0	0	0	0	186,003	318,503
2002 Caterpillar 950G Loader #525	132,500	0	0	0	0	0	0	0	0	0	0	132,500
2018 MultiHog MX120 Snowblower #783	0	0	0	0	97,896	0	0	0	0	0	0	97,896
1997 Forklift #315	0	0	18,985	0	0	0	0	0	0	0	0	18,985
2013 Trackless Snowblower #687	0	89,863	0	0	0	0	0	0	0	117,564	0	207,427
2001 105KW Mobile Generator #313	0	25,675	0	0	0	0	0	0	0	0	0	25,675
2020 Vac-Con Truck #807	0	0	0	0	0	271,341	0	0	0	0	0	271,341
2004 Freightliner Vactor Truck #534	0	0	0	0	211,366	0	0	0	0	0	0	211,366
2020 Chevy Dump Truck #829	0	0	0	0	0	0	0	0	49,502	0	0	49,502
2001 Peterbilt Bin Truck #468	0	0	0	102,905	0	0	0	0	0	0	0	102,905
Snowplow #300A	9,500	0	0	0	0	0	0	0	0	0	13,705	23,205
Snowplow #307A	9,500	0	0	0	0	0	0	0	0	0	0	9,500
Slurry Liquidator #326	0	0	0	0	0	23,421	0	0	0	0	0	23,421
2004 9' Western Snow Plow #542A	0	0	0	0	0	0	4,693	0	0	0	0	4,693
2019 Sander/Spreader #808	0	0	0	5,416	0	0	0	0	7,425	0	0	12,841
2012 Snowplow #669B	0	0	0	38,995	0	0	0	0	0	0	5,221	44,217
2017 Caterpillar 420F2 Backhoe #755	0	0	0	0	0	79,974	0	0	0	0	0	79,974
2013 Chevy Equinox #691	0	0	19,512	0	0	0	0	0	0	0	0	19,512
2009 Chevrolet 1/2 ton Pick-up #826 Compliance Dept.	0	0	0	0	0	0	18,187	0	0	0	0	18,187
2013 1/2 Ton Pick-Up #677 Treatment	0	0	19,512	0	0	0	0	0	0	0	0	19,512
2003 GMC 3/4-Ton Pick-up #702	0	0	0	18,415	0	0	0	0	0	0	0	18,415
2005 Chevy 1/2-Ton Pick-up #553	0	0	0	17,331	0	0	0	0	0	0	0	17,331
2009 Chevrolet 1/2 Ton Pick-up Truck #631	0	0	0	17,331	0	0	0	0	0	0	0	17,331
2009 Chevrolet 1/2 Ton Pick-up Truck #632 Engineering	0	0	0	0	17,799	0	0	0	0	0	0	17,799
2012 Extend-A-Cab Pick-up #678 Pipeline Dept.	0	16,432	0	0	0	0	0	0	0	21,606	0	38,038
2004 3/4-Ton Service Truck w/liftgate & crane #703	0	0	0	31,413	0	0	0	0	0	0	0	31,413
2013 1-Ton Flatbed #679 Pipeline Dept.	0	0	23,204	0	0	0	0	0	0	0	0	23,204
2012 1-Ton Service Truck w/ Liftgate #668 Treatment	0	22,081	0	0	0	0	0	0	0	0	0	22,081
2013 1-Ton Service Truck #680 Utilities Electrician	0	0	23,204	0	0	0	0	0	0	0	0	23,204
2004 GMC 1-Ton Flatbed #825 Pipeline Dept.	0	0	0	0	0	0	0	0	39,602	0	0	39,602
2008 Chevrolet Service Truck #810	0	0	0	0	0	0	0	0	21,038	0	0	21,038
2008 Chevrolet Service Truck #680	0	23,108	0	0	0	0	0	0	0	0	0	23,108
2011 Chevrolet Service Truck #647 Treatment	0	0	0	0	0	0	0	0	0	31,139	0	31,139
Public Works Billing Software Replacement	5,000	51,350	52,736	27,080	0	0	0	0	0	0	0	136,167
Large Format Printer Replacement	0	0	15,294	0	0	0	0	0	0	0	0	15,294
Adjust Utility Facilities in NDOT/Washoe County Right of	90,000	30,810	31,642	32,496	33,374	34,275	35,200	129,539	37,127	38,129	39,158	531,750
Pavement Maintenance, Utility Facilities	78,750	92,430	6,592	140,817	144,619	7,141	39,600	7,531	191,821	197,000	8,158	914,458
Pavement Maintenance, Reservoir 3-1 WPS 4-2/5-1	65,000	46,215	0	0	0	0	0	0	0	0	0	111,215
Utilities System and Plant Controls Master Plan	0	128,375	0	0	0	0	0	0	0	0	0	128,375
Utilities System and Plant Controls Upgrade	0	0	131,841	135,401	139,057	142,811	0	0	0	0	0	549,110
Total Capital Improvements - Shared (50% Water)	\$562,750	\$601,309	\$342,523	\$610,560	\$655,624	\$558,963	\$126,497	\$137,071	\$456,533	\$405,438	\$252,246	\$4,709,514

Incline Village General Improvement District
 Water Rate Study
 Exhibit 4
 Capital Improvement Plan

Inflation	2.7%
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	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total
Less R&M Funded Items (O&M)	0	(520,000)	(329,750)	(535,000)	(515,000)	(711,250)	0	0	0	0	0	(\$2,611,000)
Future Unidentified Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000	\$175,000	\$300,000	\$400,000	\$1,675,000
To Capital Reserves	\$0	\$0	\$75,000	\$75,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Total Capital Improvement Projects	\$1,142,750	\$1,833,371	\$1,343,955	\$1,444,992	\$3,077,320	\$1,298,675	\$1,547,300	\$1,410,708	\$1,664,889	\$1,633,244	\$1,689,945	\$18,087,149
<i>Less: Outside Funding Sources</i>												
Operating Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Fund	1,142,750	1,833,371	343,955	444,992	577,320	798,675	1,047,300	910,708	1,164,889	1,133,244	1,189,945	10,587,149
Grant Funding	0	0	0	0	0	0	0	0	0	0	0	0
Debt Reserve Fund	0	0	0	0	0	0	0	0	0	0	0	0
New SRF Loans	0	0	0	0	0	0	0	0	0	0	0	0
New Revenue Bonds	0	0	1,000,000	1,000,000	2,000,000	0	0	0	0	0	0	4,000,000
Total Outside Funding Sources	\$1,142,750	\$1,833,371	\$1,343,955	\$1,444,992	\$2,577,320	\$798,675	\$1,047,300	\$910,708	\$1,164,889	\$1,133,244	\$1,189,945	\$14,587,149
Rate Funded Capital	\$0	\$0	\$0	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,500,000

Incline Village General Improvement District
 Water Rate Study
 Exhibit 5
 Existing Debt Service

Year	NV DWSRF 2012	NV Drk Wtr Loan 2005	Total
FY 2022	\$193,372	\$113,648	\$307,020
FY 2023	193,372	113,648	307,020
FY 2024	193,372	113,648	307,020
FY 2025	193,372	113,648	307,020
FY 2026	193,372	56,824	250,196
FY 2027	193,372	0	193,372
FY 2028	193,372	0	193,372
FY 2029	193,372	0	193,372
FY 2030	193,372	0	193,372
FY 2031	193,372	0	193,372
FY 2032	193,372	0	193,372
FY 2033	0	0	0
FY 2034	0	0	0
FY 2035	0	0	0
FY 2036	0	0	0
FY 2037	0	0	0
FY 2038	0	0	0
FY 2039	0	0	0
FY 2040	0	0	0
	<u>\$2,127,090</u>	<u>\$511,416</u>	<u>\$2,638,506</u>

DRAFT

		July	August	September	October	November	December	January	February	March	April	May	June	Total
Residential														
Meter Fee	\$ / Acct.													
3/4"	\$11.97	3,696	3,692	3,692	3,692	3,693	3,693	3,693	3,693	3,694	3,694	3,695	3,696	3,694
	<i>Capital Improv</i>													
	\$15.10													
		<u>3,696</u>	<u>3,692</u>	<u>3,692</u>	<u>3,692</u>	<u>3,693</u>	<u>3,693</u>	<u>3,693</u>	<u>3,693</u>	<u>3,694</u>	<u>3,694</u>	<u>3,695</u>	<u>3,696</u>	<u>3,694</u>
		3,696	3,692	3,692	3,692	3,693	3,693	3,693	3,693	3,694	3,694	3,695	3,696	3,694
Total Meter Fee Revenue		\$100,051	\$99,942	\$99,942	\$99,942	\$99,970	\$99,970	\$99,970	\$99,970	\$99,997	\$99,997	\$100,024	\$100,051	\$1,199,824
Admin Fee	\$3.97	3,696	3,692	3,692	3,692	3,693	3,693	3,693	3,693	3,694	3,694	3,695	3,696	
Defensible Space	\$1.05	3,696	3,692	3,692	3,692	3,693	3,693	3,693	3,693	3,694	3,694	3,695	3,696	
		\$18,554	\$18,534	\$18,534	\$18,534	\$18,539	\$18,539	\$18,539	\$18,539	\$18,544	\$18,544	\$18,549	\$18,554	\$222,501
Water Use	\$ / 1,000 gal													
All Use	\$1.55	84,035	80,942	65,992	45,964	10,931	13,478	10,969	10,693	10,383	19,699	54,275	68,816	476,178
20,000 - 60,000	0.93	29,449	39,152	27,706	13,392	372	671	0	0	0	0	16,785	23,660	151,188
60,000+	2.27	15,315	14,014	7,556	2,564	46	337	0	0	0	0	6,628	9,333	55,792
Total Water Use Revenue		\$192,407	\$193,682	\$145,207	\$89,519	\$17,392	\$22,280	\$17,002	\$16,574	\$16,094	\$30,534	\$114,783	\$149,854	\$1,005,327
Total Residential		\$311,011	\$312,158	\$263,683	\$207,995	\$135,900	\$140,788	\$135,510	\$135,082	\$134,634	\$149,074	\$233,356	\$268,459	\$2,427,652
Multi Family														
Meter Fee	\$ / Acct.													
3/4"	\$11.97	4,091	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,091	4,091	4,091	4,086
	\$15.10													
		<u>4,091</u>	<u>4,083</u>	<u>4,083</u>	<u>4,083</u>	<u>4,083</u>	<u>4,083</u>	<u>4,083</u>	<u>4,083</u>	<u>4,083</u>	<u>4,091</u>	<u>4,091</u>	<u>4,091</u>	<u>4,086</u>
		4,091	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,091	4,091	4,091	4,086
Total Meter Fee Revenue		\$110,743	\$110,527	\$110,527	\$110,527	\$110,527	\$110,527	\$110,527	\$110,527	\$110,527	\$110,743	\$110,743	\$110,743	\$1,327,188
Admin Fee	\$3.97	258	258	258	258	258	258	258	258	258	258	258	258	258
Defensible Space	1.05	4,091	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,091	4,091	4,091	4,086
		\$5,320	\$5,311	\$5,311	\$5,311	\$5,311	\$5,311	\$5,311	\$5,311	\$5,311	\$5,320	\$5,320	\$5,320	\$63,771
Water Use	\$ / 1,000 gal													
All Use	\$1.55	35,313	35,311	27,974	21,854	10,851	13,960	11,407	11,803	11,784	14,156	24,911	28,473	247,795
Tier 1	0.93	2,191	2,732	1,647	670	153	71	0	0	0	0	1,268	1,391	10,124
Tier 2	2.27	1,418	1,214	920	381	12	0	0	0	0	0	1,135	1,115	6,195
Total Water Use Revenue		\$59,992	\$60,029	\$46,981	\$35,361	\$16,987	\$21,704	\$17,681	\$18,295	\$18,265	\$21,941	\$42,367	\$47,958	\$407,560
Total Multi Family		\$176,055	\$175,867	\$162,819	\$151,199	\$132,826	\$137,542	\$133,519	\$134,133	\$134,103	\$138,004	\$158,430	\$164,021	\$1,798,519

			July	August	September	October	November	December	January	February	March	April	May	June	Total
Commercial															
Meter Fee	\$ / Acct.														
3/4"	\$11.97	\$15.10	72	72	72	72	72	72	72	72	72	72	72	72	72
1"	19.99	25.22	53	53	53	53	53	53	53	53	53	53	53	53	53
1 1/2"	39.86	50.28	41	41	41	41	41	41	41	41	41	41	41	41	41
2"	63.80	80.48	26	26	26	26	26	26	26	26	26	26	26	26	26
3"	119.70	151.00	6	6	6	6	6	6	6	6	6	6	6	6	6
4"	199.54	251.72	3	3	3	3	3	3	3	3	3	3	3	3	3
6"	398.96	503.28	2	2	2	2	2	2	2	2	2	2	2	2	2
8"	638.36	805.28	1	1	1	1	1	1	1	1	1	1	1	1	1
10"	917.50	1,157.42	0	0	0	0	0	0	0	0	0	0	0	0	0
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			204	204	204	204	204	204	204	204	204	204	204	204	204
	Total Meter Fee Revenue		\$18,018	\$18,018	\$18,018	\$18,018	\$18,018	\$18,018	\$18,018	\$18,018	\$18,018	\$18,018	\$18,018	\$18,018	\$216,220
Admin Fee	\$3.97		204	204	204	204	204	204	204	204	204	204	204	204	
Defensible Space	1.05		204	204	204	204	204	204	204	204	204	204	204	204	
			\$1,024	\$1,024	\$1,024	\$1,024	\$1,024	\$1,024	\$1,024	\$1,024	\$1,024	\$1,024	\$1,024	\$1,024	\$12,289
Water Use	\$ / 1,000 gal														
All Use	\$1.55		8,945	8,370	6,718	5,927	3,583	4,737	3,966	4,484	4,495	4,985	6,550	7,373	70,133
Tier 1	0.93		3,178	2,615	1,551	1,311	431	1,151	788	974	809	950	1,439	2,088	17,284
Tier 2	2.27		263	132	3	0	0	51	31	33	33	0	82	61	688
	Total Water Use Revenue		\$17,416	\$15,704	\$11,862	\$10,405	\$5,955	\$8,528	\$6,950	\$7,933	\$7,793	\$8,610	\$11,677	\$13,508	\$126,343
Total Commercial			\$36,458	\$34,747	\$30,905	\$29,448	\$24,997	\$27,570	\$25,993	\$26,975	\$26,836	\$27,653	\$30,720	\$32,550	\$354,852

			July	August	September	October	November	December	January	February	March	April	May	June	Total
Irrigation															
Meter Fee	\$ / Acct.														
3/4"	\$11.97	\$15.10	16	16	16	16	16	16	16	16	16	16	16	16	16
1"	19.99	25.22	20	20	20	20	20	20	20	20	20	20	20	20	20
1 1/2"	39.86	50.28	10	10	10	10	10	10	10	10	10	10	10	10	10
2"	63.80	80.48	12	12	12	12	12	12	12	12	12	12	12	12	12
3"	119.70	151.00	2	2	2	2	2	2	2	2	2	2	2	2	2
4"	199.54	251.72	2	2	2	2	2	2	2	2	2	2	2	2	2
6"	398.96	503.28	0	0	0	0	0	0	0	0	0	0	0	0	0
8"	638.36	805.28	0	0	0	0	0	0	0	0	0	0	0	0	0
10"	917.50	1,157.42	0	0	0	0	0	0	0	0	0	0	0	0	0
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			62	62	62	62	62	62	62	62	62	62	62	62	62
	Total Meter Fee Revenue		\$5,414	\$5,414	\$5,414	\$5,414	\$5,414	\$5,414	\$5,414	\$5,414	\$5,414	\$5,414	\$5,414	\$5,414	\$64,968
Admin Fee	\$3.97		62	62	62	62	62	62	62	62	62	62	62	62	62
Defensible Space	0.00		62	62	62	62	62	62	62	62	62	62	62	62	62
			\$246	\$246	\$246	\$246	\$246	\$246	\$246	\$246	\$246	\$246	\$246	\$246	\$2,954
Water Use	\$ / 1,000 gal														
All Use	\$1.55		9,896	9,518	7,091	4,100	64	9	20	134	24	1,347	6,749	8,822	47,772
Tier 1	0.93		3,188	2,671	2,005	1,061	0	0	0	40	0	136	2,282	2,664	14,045
Tier 2	2.27		2,764	2,593	1,561	298	0	0	0	52	0	0	681	2,097	10,046
	Total Water Use Revenue		\$24,578	\$23,121	\$16,398	\$8,017	\$99	\$14	\$31	\$362	\$37	\$2,214	\$14,129	\$20,912	\$109,912
Total Irrigation			\$30,238	\$28,781	\$22,058	\$13,677	\$5,759	\$5,674	\$5,691	\$6,022	\$5,697	\$7,874	\$19,789	\$26,573	\$177,834

			July	August	September	October	November	December	January	February	March	April	May	June	Total
Commercial - IVGID															
Meter Fee	\$ / Acct.														
3/4"	\$11.97	\$15.10	5	5	5	5	5	5	5	5	5	5	5	5	5
1"	19.99	25.22	7	7	7	7	7	7	7	7	7	7	7	7	7
1 1/2"	39.86	50.28	5	5	5	5	5	5	5	5	5	5	5	5	5
2"	63.80	80.48	9	9	9	9	9	9	9	9	9	9	9	9	9
3"	119.70	151.00	1	1	1	1	1	1	1	1	1	1	1	1	1
4"	199.54	251.72	0	0	0	0	0	0	0	0	0	0	0	0	0
6"	398.96	503.28	0	0	0	0	0	0	0	0	0	0	0	0	0
8"	638.36	805.28	0	0	0	0	0	0	0	0	0	0	0	0	0
10"	917.50	1,157.42	0	0	0	0	0	0	0	0	0	0	0	0	0
			-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
			27	27	27	27	27	27	27	27	27	27	27	27	27
	Total Meter Fee Revenue		\$2,472	\$2,472	\$2,472	\$2,472	\$2,472	\$2,472	\$2,472	\$2,472	\$2,472	\$2,472	\$2,472	\$2,472	\$29,661
Admin Fee	\$3.97		27	27	27	27	27	27	27	27	27	27	27	27	27
Defensible Space	1.05		27	27	27	27	27	27	27	27	27	27	27	27	27
			\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$1,626
Water Use	\$ / 1,000 gal														
All Use	\$1.55		640	621	464	448	283	358	331	311	326	436	384	535	5,137
Tier 1	0.93		61	95	32	90	10	18	41	4	25	91	43	37	548
Tier 2	2.27		0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Water Use Revenue		\$1,049	\$1,052	\$750	\$778	\$448	\$571	\$551	\$486	\$529	\$760	\$635	\$865	\$8,473
Total Commercial - IVGID			\$3,656	\$3,659	\$3,357	\$3,385	\$3,056	\$3,178	\$3,159	\$3,093	\$3,136	\$3,367	\$3,242	\$3,472	\$39,760

			July	August	September	October	November	December	January	February	March	April	May	June	Total
Irrigation - IVGID															
Meter Fee	\$ / Acct.														
3/4"	\$11.97	\$15.10	3	3	3	3	3	3	3	3	3	3	3	3	3
1"	19.99	25.22	5	5	5	5	5	5	5	5	5	5	5	5	5
1 1/2"	39.86	50.28	2	2	2	2	2	2	2	2	2	2	2	2	2
2"	63.80	80.48	4	4	4	4	4	4	4	4	4	4	4	4	4
3"	119.70	151.00	3	3	3	3	3	3	3	3	3	3	3	3	3
4"	199.54	251.72	3	3	3	3	3	3	3	3	3	3	3	3	3
6"	398.96	503.28	0	0	0	0	0	0	0	0	0	0	0	0	0
8"	638.36	805.28	0	0	0	0	0	0	0	0	0	0	0	0	0
10"	917.50	1,157.42	0	0	0	0	0	0	0	0	0	0	0	0	0
			-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
			20	20	20	20	20	20	20	20	20	20	20	20	20
	Total Meter Fee Revenue		\$3,231	\$3,231	\$3,231	\$3,231	\$3,231	\$3,231	\$3,231	\$3,231	\$3,231	\$3,231	\$3,231	\$3,231	\$38,766
Admin Fee	\$3.97		20	20	20	20	20	20	20	20	20	20	20	20	20
Defensible Space	1.05		20	20	20	20	20	20	20	20	20	20	20	20	20
			\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,205
Water Use	\$ / 1,000 gal														
All Use	\$1.55		24,501	22,364	14,244	8,415	331	14	16	14	53	6,480	16,266	23,102	115,800
Tier 1	0.93		32	56	7	0	0	0	0	0	0	0	0	13	108
Tier 2	2.27		0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Water Use Revenue		\$38,006	\$34,717	\$22,085	\$13,044	\$514	\$22	\$25	\$21	\$82	\$10,044	\$25,212	\$35,819	\$179,590
Total Irrigation - IVGID			\$41,337	\$38,047	\$25,416	\$16,375	\$3,845	\$3,353	\$3,356	\$3,352	\$3,413	\$13,375	\$28,543	\$39,150	\$219,561

		Exhibit 6 - RPR	Projected										
		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Notes
Residential													
Meter Fee	\$ / Acct.												
3/4"	\$27.07	3,694	3,697	3,701	3,705	3,708	3,712	3,716	3,720	3,723	3,727	3,731	As Single Family - Cust Growth
		3,694	3,697	3,701	3,705	3,708	3,712	3,716	3,720	3,723	3,727	3,731	
Revenue		\$1,199,824	\$1,201,024	\$1,202,226	\$1,203,428	\$1,204,630	\$1,205,835	\$1,207,040	\$1,208,249	\$1,209,457	\$1,210,666	\$1,211,877	
Admin Fee	\$3.97	3,694	3,697	3,701	3,705	3,708	3,712	3,716	3,720	3,723	3,727	3,731	
Defensible Space	\$1.05	3,694	3,697	3,701	3,705	3,708	3,712	3,716	3,720	3,723	3,727	3,731	
		\$222,501	\$222,724	\$222,947	\$223,170	\$223,393	\$223,616	\$223,840	\$224,064	\$224,288	\$224,512	\$224,737	
Water Use	\$ / 1,000 gal												
All Use	\$1.55	476,178	476,178	476,178	476,178	476,178	476,178	476,178	476,178	476,178	476,178	476,178	As Single Family - Cons Growth
20,000 - 60,000	0.93	151,188	151,188	151,188	151,188	151,188	151,188	151,188	151,188	151,188	151,188	151,188	As Single Family - Cons Growth
60,000+	2.27	55,792	55,792	55,792	55,792	55,792	55,792	55,792	55,792	55,792	55,792	55,792	As Single Family - Cons Growth
Total Water Use - Residential		683,157	683,157	683,157	683,157	683,157	683,157	683,157	683,157	683,157	683,157	683,157	
Revenue		\$1,005,327	\$1,005,327	\$1,005,327	\$1,005,327	\$1,005,327	\$1,005,327	\$1,005,327	\$1,005,327	\$1,005,327	\$1,005,327	\$1,005,327	
Total Revenue		\$2,427,652	\$2,429,076	\$2,430,501	\$2,431,926	\$2,433,350	\$2,434,779	\$2,436,208	\$2,437,640	\$2,439,073	\$2,440,505	\$2,441,941	
Multi Family													
Meter Fee													
3/4"	\$27.07	4,086	4,090	4,094	4,098	4,102	4,106	4,110	4,114	4,118	4,123	4,127	As Multi-Family - Cust Growth
		4,086	4,090	4,094	4,098	4,102	4,106	4,110	4,114	4,118	4,123	4,127	
Revenue		\$1,327,188	\$1,328,514	\$1,329,843	\$1,331,172	\$1,332,503	\$1,333,835	\$1,335,170	\$1,336,505	\$1,337,841	\$1,339,179	\$1,340,517	
Admin Fee	\$3.97	258	258	259	259	259	259	260	260	260	260	261	As Multi-Family - Cust Growth
Defensible Space	\$1.05	4,086	4,090	4,094	4,098	4,102	4,106	4,110	4,114	4,118	4,123	4,127	As Multi-Family - Cust Growth
		\$63,771	\$63,834	\$63,898	\$63,962	\$64,026	\$64,090	\$64,154	\$64,219	\$64,283	\$64,347	\$64,411	
Water Use													
All Use	\$1.55	247,795	247,795	247,795	247,795	247,795	247,795	247,795	247,795	247,795	247,795	247,795	As Multi-Family - Cons Growth
Tier 1	\$0.93	10,124	10,124	10,124	10,124	10,124	10,124	10,124	10,124	10,124	10,124	10,124	As Multi-Family - Cons Growth
Tier 2	\$2.27	6,195	6,195	6,195	6,195	6,195	6,195	6,195	6,195	6,195	6,195	6,195	As Multi-Family - Cons Growth
Total Water Use - Multi Family		264,114	264,114	264,114	264,114	264,114	264,114	264,114	264,114	264,114	264,114	264,114	
Revenue		\$407,560	\$407,560	\$407,560	\$407,560	\$407,560	\$407,560	\$407,560	\$407,560	\$407,560	\$407,560	\$407,560	
Total Revenue		\$1,798,519	\$1,799,909	\$1,801,301	\$1,802,694	\$1,804,090	\$1,805,486	\$1,806,885	\$1,808,284	\$1,809,684	\$1,811,086	\$1,812,489	

		Exhibit 6 - RPR	Projected										
		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Notes
Commercial													
Meter Fee	\$ / Acct.												
3/4"	\$27.07	72	72	72	72	72	72	72	72	73	73	73	As Commercial - Cust Growth
1"	45.21	53	53	53	53	53	53	53	53	53	53	54	As Commercial - Cust Growth
1 1/2"	90.14	41	41	41	41	41	41	41	41	41	41	41	As Commercial - Cust Growth
2"	144.28	26	26	26	26	26	26	26	26	26	26	26	As Commercial - Cust Growth
3"	270.70	6	6	6	6	6	6	6	6	6	6	6	As Commercial - Cust Growth
4"	451.26	3	3	3	3	3	3	3	3	3	3	3	As Commercial - Cust Growth
6"	902.24	2	2	2	2	2	2	2	2	2	2	2	As Commercial - Cust Growth
8"	1,443.64	1	1	1	1	1	1	1	1	1	1	1	As Commercial - Cust Growth
10"	2,074.92	0	0	0	0	0	0	0	0	0	0	0	As Commercial - Cust Growth
		204	204	204	205	205	205	205	205	206	206	206	
Revenue		\$216,220	\$216,398	\$216,575	\$216,753	\$216,930	\$217,108	\$217,285	\$217,463	\$217,640	\$217,818	\$217,996	
Admin Fee	\$3.97	204	204	204	205	205	205	205	205	206	206	206	
Defensible Space	\$1.05	204	204	204	205	205	205	205	205	206	206	206	
		\$12,289	\$12,301	\$12,313	\$12,325	\$12,337	\$12,349	\$12,361	\$12,373	\$12,385	\$12,397	\$12,409	
Water Use	\$ / 1,000 gal												
All Use	\$1.55	70,133	70,133	70,133	70,133	70,133	70,133	70,133	70,133	70,133	70,133	70,133	As Commercial - Cons Growth
Tier 1	\$0.93	17,284	17,284	17,284	17,284	17,284	17,284	17,284	17,284	17,284	17,284	17,284	As Commercial - Cons Growth
Tier 2	\$2.27	688	688	688	688	688	688	688	688	688	688	688	As Commercial - Cons Growth
Total Water Use - Commercial		88,105	88,105	88,105	88,105	88,105	88,105	88,105	88,105	88,105	88,105	88,105	
		\$126,343	\$126,343	\$126,343	\$126,343	\$126,343	\$126,343	\$126,343	\$126,343	\$126,343	\$126,343	\$126,343	
Total Revenue		\$354,852	\$355,041	\$355,231	\$355,421	\$355,610	\$355,800	\$355,989	\$356,179	\$356,369	\$356,558	\$356,748	

		Exhibit 6 - RPR	Projected										
		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Notes
Irrigation													
Meter Fee	\$ / Acct.												
3/4"	\$27.07	16	16	16	16	16	16	16	16	16	16	16	As Irrigation - Cust Growth
1"	45.21	20	20	20	20	20	20	20	20	20	20	20	As Irrigation - Cust Growth
1 1/2"	90.14	10	10	10	10	10	10	10	10	10	10	10	As Irrigation - Cust Growth
2"	144.28	12	12	12	12	12	12	12	12	12	12	12	As Irrigation - Cust Growth
3"	270.70	2	2	2	2	2	2	2	2	2	2	2	As Irrigation - Cust Growth
4"	451.26	2	2	2	2	2	2	2	2	2	2	2	As Irrigation - Cust Growth
6"	902.24	0	0	0	0	0	0	0	0	0	0	0	As Irrigation - Cust Growth
8"	1,443.64	0	0	0	0	0	0	0	0	0	0	0	As Irrigation - Cust Growth
10"	2,074.92	0	0	0	0	0	0	0	0	0	0	0	As Irrigation - Cust Growth
		62	62	62	62	62	62	62	62	62	63	63	
Revenue		\$64,968	\$65,013	\$65,059	\$65,104	\$65,150	\$65,195	\$65,241	\$65,286	\$65,332	\$65,377	\$65,423	
Admin Fee	\$3.97	62	62	62	62	62	62	62	62	62	63	63	
Defensible Space	\$0.00	62	62	62	62	62	62	62	62	62	63	63	
		\$2,954	\$2,957	\$2,959	\$2,962	\$2,965	\$2,968	\$2,971	\$2,974	\$2,977	\$2,979	\$2,982	
Water Use	\$ / 1,000 gal												
All Use	\$1.55	47,772	47,772	47,772	47,772	47,772	47,772	47,772	47,772	47,772	47,772	47,772	As Irrigation - Cons Growth
Tier 1	0.93	14,045	14,045	14,045	14,045	14,045	14,045	14,045	14,045	14,045	14,045	14,045	As Irrigation - Cons Growth
Tier 2	2.27	10,046	10,046	10,046	10,046	10,046	10,046	10,046	10,046	10,046	10,046	10,046	As Irrigation - Cons Growth
Total Water Use - Irrigation		71,863	71,863	71,863	71,863	71,863	71,863	71,863	71,863	71,863	71,863	71,863	
Revenue		\$109,912	\$109,912	\$109,912	\$109,912	\$109,912	\$109,912	\$109,912	\$109,912	\$109,912	\$109,912	\$109,912	
Total Revenue		\$177,834	\$177,882	\$177,930	\$177,979	\$178,027	\$178,075	\$178,124	\$178,172	\$178,220	\$178,269	\$178,317	

		Exhibit 6 - RPR	Projected										
		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Notes
Commercial - IVGID													
Meter Fee	\$ / Acct.												
3/4"	\$27.07	5	5	5	5	5	5	5	5	5	5	5	As IVGID - Cust Growth
1"	45.21	7	7	7	7	7	7	7	7	7	7	7	As IVGID - Cust Growth
1 1/2"	90.14	5	5	5	5	5	5	5	5	5	5	5	As IVGID - Cust Growth
2"	144.28	9	9	9	9	9	9	9	9	9	9	9	As IVGID - Cust Growth
3"	270.70	1	1	1	1	1	1	1	1	1	1	1	As IVGID - Cust Growth
4"	451.26	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
6"	902.24	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
8"	1,443.64	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
10"	2,074.92	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
		27	27	27	27	27	27	27	27	27	27	27	
Revenue		\$29,661	\$29,698	\$29,735	\$29,772	\$29,808	\$29,845	\$29,882	\$29,919	\$29,956	\$29,992	\$30,029	
Admin Fee	\$3.97	27	27	27	27	27	27	27	27	27	27	27	As IVGID - Cust Growth
Defensible Space	\$1.05	27	27	27	27	27	27	27	27	27	27	27	As IVGID - Cust Growth
		\$1,626	\$1,628	\$1,630	\$1,632	\$1,634	\$1,636	\$1,637	\$1,639	\$1,641	\$1,643	\$1,645	
Water Use	\$ / 1,000 gal												
All Use	\$1.55	5,137	5,137	5,137	5,137	5,137	5,137	5,137	5,137	5,137	5,137	5,137	As IVGID - Cons Growth
Tier 1	0.93	548	548	548	548	548	548	548	548	548	548	548	As IVGID - Cons Growth
Tier 2	2.27	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cons Growth
Total Water Use - Commercial - IVGID		5,686	5,686	5,686	5,686	5,686	5,686	5,686	5,686	5,686	5,686	5,686	
Revenue		\$8,473	\$8,473	\$8,473	\$8,473	\$8,473	\$8,473	\$8,473	\$8,473	\$8,473	\$8,473	\$8,473	
Total Revenue		\$39,760	\$39,799	\$39,838	\$39,876	\$39,915	\$39,953	\$39,992	\$40,031	\$40,069	\$40,108	\$40,147	

		Exhibit 6 - RPR	Projected										Notes
		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Irrigation - IVGID													
Meter Fee	\$ / Acct.												
3/4"	\$27.07	3	3	3	3	3	3	3	3	3	3	3	As IVGID - Cust Growth
1"	45.21	5	5	5	5	5	5	5	5	5	5	5	As IVGID - Cust Growth
1 1/2"	90.14	2	2	2	2	2	2	2	2	2	2	2	As IVGID - Cust Growth
2"	144.28	4	4	4	4	4	4	4	4	4	4	4	As IVGID - Cust Growth
3"	270.70	3	3	3	3	3	3	3	3	3	3	3	As IVGID - Cust Growth
4"	451.26	3	3	3	3	3	3	3	3	3	3	3	As IVGID - Cust Growth
6"	902.24	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
8"	1,443.64	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
10"	2,074.92	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
		20	20	20	20	20	20	20	20	20	20	20	
Revenue		\$38,766	\$38,772	\$38,777	\$38,783	\$38,788	\$38,794	\$38,799	\$38,804	\$38,810	\$38,815	\$38,821	
Admin Fee	\$3.97	20	20	20	20	20	20	20	20	20	20	20	As IVGID - Cust Growth
Defensible Space	\$1.05	20	20	20	20	20	20	20	20	20	20	20	As IVGID - Cust Growth
		\$1,205	\$1,206	\$1,207	\$1,208	\$1,210	\$1,211	\$1,212	\$1,213	\$1,214	\$1,216	\$1,217	
Water Use	\$ / 1,000 gal												
All Use	\$1.55	115,800	115,800	115,800	115,800	115,800	115,800	115,800	115,800	115,800	115,800	115,800	As IVGID - Cons Growth
Tier 1	0.93	108	108	108	108	108	108	108	108	108	108	108	As IVGID - Cons Growth
Tier 2	2.27	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cons Growth
Total Water Use - Irrigation - IVGID		115,907	115,907	115,907	115,907	115,907	115,907	115,907	115,907	115,907	115,907	115,907	
Revenue		\$179,590	\$179,590	\$179,590	\$179,590	\$179,590	\$179,590	\$179,590	\$179,590	\$179,590	\$179,590	\$179,590	
Total Revenue		\$219,561	\$219,568	\$219,574	\$219,581	\$219,587	\$219,594	\$219,601	\$219,607	\$219,614	\$219,621	\$219,627	
Snowmaking - IVGID													
Meter Fee	\$ / Acct.												
3/4"	\$27.07	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
1"	45.21	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
1 1/2"	90.14	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
2"	144.28	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
3"	270.70	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
4"	451.26	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
6"	902.24	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
8"	1,443.64	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cust Growth
10"	2,074.92	1	1	1	1	1	1	1	1	1	1	1	As IVGID - Cust Growth
		1	1	1	1	1	1	1	1	1	1	1	
Revenue		\$24,899	\$24,899	\$24,899	\$24,899	\$24,899	\$24,899	\$24,899	\$24,899	\$24,899	\$24,899	\$24,899	
Admin Fee	\$3.97	1	1	1	1	1	1	1	1	1	1	1	As IVGID - Cust Growth
Defensible Space	\$0.00	1	1	1	1	1	1	1	1	1	1	1	As IVGID - Cust Growth
		\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	\$48	
Water Use	\$ / 1,000 gal												
All Use	\$1.55	55,099	55,099	55,099	55,099	55,099	55,099	55,099	55,099	55,099	55,099	55,099	As IVGID - Cons Growth
Tier 1	0.93	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cons Growth
Tier 2	2.27	0	0	0	0	0	0	0	0	0	0	0	As IVGID - Cons Growth
Total Water Use - Snowmaking - IVGID		55,099	55,099	55,099	55,099	55,099	55,099	55,099	55,099	55,099	55,099	55,099	
Revenue		\$85,404	\$85,404	\$85,404	\$85,404	\$85,404	\$85,404	\$85,404	\$85,404	\$85,404	\$85,404	\$85,404	
Total Revenue		\$110,350	\$110,350	\$110,350	\$110,350	\$110,350	\$110,350	\$110,350	\$110,350	\$110,350	\$110,350	\$110,350	
Revenues													
Fixed		\$3,205,920	\$3,209,017	\$3,212,117	\$3,215,218	\$3,218,322	\$3,221,429	\$3,224,540	\$3,227,655	\$3,230,770	\$3,233,889	\$3,237,011	
Variable		1,922,609	1,922,609	1,922,609	1,922,609	1,922,609	1,922,609	1,922,609	1,922,609	1,922,609	1,922,609	1,922,609	
		\$5,128,528	\$5,131,625	\$5,134,726	\$5,137,826	\$5,140,930	\$5,144,038	\$5,147,149	\$5,150,264	\$5,153,379	\$5,156,497	\$5,159,619	

Incline Village General Improvement District
 Water Rate Study
 Exhibit 8
 Commodity Distribution Factor

	FY 2023 Consumption (1,000 gal)	5.0% Unaccounted ^[1]	Net Water Delivered (Flow + Losses)	Total Consumption (MGD)	Component % of Total	Class Total % of Total
Residential						46.8%
All Use	269,199	13,460	282,659	0.77	26.4%	
20,000 - 60,000	151,188	7,559	158,747	0.43	14.9%	
60,000+	55,792	2,790	58,581	0.16	5.5%	
Multi Family	247,795	12,390	260,185	0.71	24.3%	24.3%
Commercial	70,133	3,507	73,639	0.20	6.9%	6.9%
Irrigation	47,772	2,389	50,161	0.14	4.7%	4.7%
Commercial - IVGID	5,137	257	5,394	0.01	0.5%	0.5%
Irrigation - IVGID	115,800	5,790	121,590	0.33	11.4%	11.4%
Snowmaking - IVGID	55,099	2,755	57,854	0.16	5.4%	5.4%
	1,017,914	50,896	1,068,810	2.93	100.0%	100.0%
			<i>Water Production Report ^[2]</i>	2.88		

Notes

- [1] - Estimated to tie to actual production reports
 [2] - Water Supply provided by District (Aug 2020 - July 2021)

Factor **(COM)**

Incline Village General Improvement District
 Water Rate Study
 Exhibit 9
 Capacity Distribution Factor

	Average Consumption (MGD)	Peaking Factors ^[1]	Peak Day Use (MGD)	Component % of Total	Class % of Total
Residential					50.1%
All Use	0.77	2.12	1.64	28.3%	
20,000 - 60,000	0.43	2.12	0.92	15.9%	
60,000+	0.16	2.12	0.34	5.9%	
Multi Family	0.71	1.71	1.22	21.0%	21.0%
Commercial	0.20	1.53	0.31	5.3%	5.3%
Irrigation	0.14	2.49	0.34	5.9%	5.9%
Commercial - IVGID	0.01	1.50	0.02	0.4%	0.4%
Irrigation - IVGID	0.33	2.54	0.85	14.6%	14.6%
Snowmaking - IVGID	0.16	1.00	0.16	2.7%	2.7%
	----- 2.93		----- 5.80	----- 100.0%	----- 100.0%

Notes

[1] - Peak factors based on peak to average month usage

Factor

(CAP)

Incline Village General Improvement District
 Water Rate Study
 Exhibit 10
 Customer Distribution Factors

	<i>Actual Customer</i>		<i>Customer Service & Acctng.</i>		<i>Meters & Services [1]</i>	
	Number of Accounts	% of Total	Number of Living Units	% of Total	Weighted Customer	% of Total
Residential	3,694	86.6%	3,694	45.6%	3,694	41.4%
Multi Family	258	6.0%	4,086	50.5%	4,086	45.7%
Commercial	204	4.8%	204	2.5%	666	7.5%
Irrigation	62	1.5%	62	0.8%	200	2.2%
Commercial - IVGID	27	0.6%	27	0.3%	91	1.0%
Irrigation - IVGID	20	0.5%	20	0.2%	119	1.3%
Snowmaking - IVGID	1	0.0%	1	0.0%	77	0.9%
Total	4,266	100.0%	8,093	100.0%	8,932	100.0%

Notes

[1] - Based on number of equivalent meters using AWWA meter equivalency factors for 3/4" meter

Factor (AC) (WCA) (WCMS)

Development of Equivalent Meter Distribution Factor

	<i>Number of Meters</i>										Total	% of Total
	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"			
Residential	3,694	0	0	0	0	0	0	0	0	0	3,694	45.6%
Multi Family	4,086	0	0	0	0	0	0	0	0	0	4,086	50.5%
Commercial	72	53	41	26	6	3	2	1	0	0	204	2.5%
Irrigation	16	20	10	12	2	2	0	0	0	0	62	0.8%
Commercial - IVGID	5	7	5	9	1	0	0	0	0	0	27	0.3%
Irrigation - IVGID	3	5	2	4	3	3	0	0	0	0	20	0.2%
Snowmaking - IVGID	0	0	0	0	0	0	0	0	1	0	1	0.0%
Total Meters	7,875	85	58	51	12	8	2	1	1		8,093	
<i>Equiv. Meters (3/4")</i>	<i>1.00</i>	<i>1.67</i>	<i>3.33</i>	<i>5.33</i>	<i>10.00</i>	<i>16.67</i>	<i>33.33</i>	<i>53.33</i>	<i>76.67</i>			

	<i>Equivalent Meters</i>										Total	
	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"			
Residential	3,694	0	0	0	0	0	0	0	0	0	3,694	1.00
Multi Family	4,086	0	0	0	0	0	0	0	0	0	4,086	1.00
Commercial	72	89	137	139	60	50	67	53	0	0	666	3.26
Irrigation	16	33	33	64	20	33	0	0	0	0	200	3.23
Commercial - IVGID	5	12	17	48	10	0	0	0	0	0	91	3.38
Irrigation - IVGID	3	8	7	21	30	50	0	0	0	0	119	5.97
Snowmaking - IVGID	0	0	0	0	0	0	0	0	77	0	77	76.67
Total Equiv. Meters	7,875	142	193	272	120	133	67	53	77		8,932	

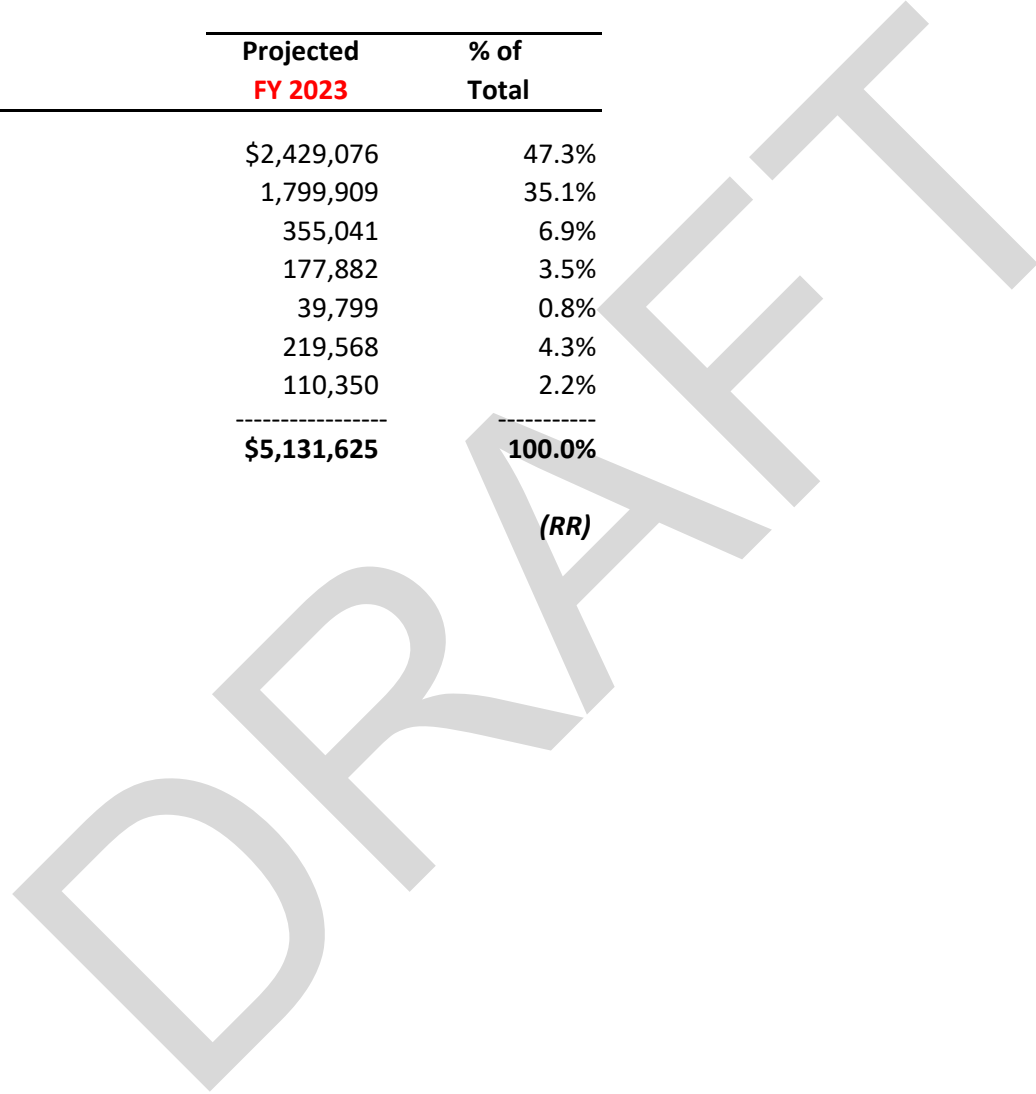
Incline Village General Improvement District
 Water Rate Study
 Exhibit 11
 Public Fire Distribution Factor

	Number of Living Units	Fire Prot. Requirements (gals/min)	Duration (minutes)	Total FP Requirements (1,000 g/min)	% of Total
Residential	3,694	1,000	90	332,423	40.3%
Multi Family	4,086	1,000	90	367,710	44.6%
Commercial	204	3,000	180	110,160	13.4%
Irrigation	62	0	0	0	0.0%
Commercial - IVGID	27	3,000	180	14,580	1.8%
Irrigation - IVGID	20	0	0	0	0.0%
Snowmaking - IVGID	1	0	0	0	0.0%
Total	8,093			824,873	100.0%
Factor					(FP)

**Incline Village General Improvement District
 Water Rate Study
 Exhibit 12
 Revenue Related Distribution Factor**

	Projected FY 2023	% of Total
Residential	\$2,429,076	47.3%
Multi Family	1,799,909	35.1%
Commercial	355,041	6.9%
Irrigation	177,882	3.5%
Commercial - IVGID	39,799	0.8%
Irrigation - IVGID	219,568	4.3%
Snowmaking - IVGID	110,350	2.2%
Total Rate Revenues	\$5,131,625	100.0%

Factor (RR)



Incline Village General Improvement District
Water Rate Study
Exhibit 13
Net Plant In Service

	Net Plant	Commodity (COM)	Capacity (CAP)	Customer Related			Public Fire Protection (FP)	Revenue Related (RR)	Direct Assign. (DA)	Basis of Classification		
				Actual Customer (AC)	Cust. Acctg. (WCA)	Meters & Services (WCMS)						
Land	\$5,028,320	\$5,028,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	100.0%	COM	
Source of Supply	\$1,055	\$532	\$522	\$0	\$0	\$0	\$0	\$0	\$0	50.5%	COM	49.5% CAP
Treatment	\$4,815,026	\$2,431,106	\$2,383,919	\$0	\$0	\$0	\$0	\$0	\$0	50.5%	COM	49.5% CAP
Pump Station	\$1,772,867	\$895,120	\$877,746	\$0	\$0	\$0	\$0	\$0	\$0	50.5%	COM	49.5% CAP
Storage	\$405,994	\$0	\$373,624	\$0	\$0	\$0	\$32,369	\$0	\$0	92.0%	CAP	8.0% FP
Transmission & Distribution												
Mains	\$13,369,990	\$0	\$6,821,047	\$0	\$0	\$6,016,496	\$532,447	\$0	\$0	51.0%	CAP	45.0% WCMS 4.0% FP
Meter	627,851	0	0	0	0	627,851	0	0	0	100.0%	WCMS	
Hydrant	20,356	0	0	0	0	0	20,356	0	0	100.0%	FP	
Fire Meter	30,338	0	0	0	0	0	30,338	0	0	100.0%	FP	
Manholes	116,542	116,542	0	0	0	0	0	0	0	100.0%	COM	
Total Transmission & Distribution	\$14,165,077	\$116,542	\$6,821,047	\$0	\$0	\$6,644,346	\$583,141	\$0	\$0			
Plant Before General Plant	\$26,188,337	\$8,471,622	\$10,456,859	\$0	\$0	\$6,644,346	\$615,510	\$0	\$0			
<i>Percent Plant Before General Plant</i>	<i>100.0%</i>	<i>32.3%</i>	<i>39.9%</i>	<i>0.0%</i>	<i>0.0%</i>	<i>25.4%</i>	<i>2.4%</i>	<i>0.0%</i>	<i>0.0%</i>	<i>Factor PBG</i>		
General Plant												
Building & Structures	\$3,225,599	\$1,043,444	\$1,287,964	\$0	\$0	\$818,379	\$75,812	\$0	\$0	As Factor PBG		
Equipment	1,076,397	348,202	429,799	0	0	273,097	25,299	0	0	As Factor PBG		
Vehicles	416,021	134,578	166,115	0	0	105,550	9,778	0	0	As Factor PBG		
Misc	13,650	4,416	5,450	0	0	3,463	321	0	0	As Factor PBG		
Office Equipment	4,326	1,399	1,727	0	0	1,098	102	0	0	As Factor PBG		
Total General Plant	\$4,735,994	\$1,532,039	\$1,891,056	\$0	\$0	\$1,201,588	\$111,311	\$0	\$0			
Total Net Plant in Service	\$30,924,331	\$10,003,661	\$12,347,916	\$0	\$0	\$7,845,934	\$726,821	\$0	\$0			

Incline Village General Improvement District
 Water Rate Study
 Exhibit 14
 Distribution System Analysis

Fire Protection

	hrs	gal/min	Total
Fire Flow Requirements	3	3,000	540,000
Storage Capacity		6,773,000	6,773,000
% Public Fire Protection			8.0%
% Capacity			92.0%

Source of Supply (avg of 2018 & 2019)

Average Day	2.93	COM	50.5%
Peak Day	5.80	(1-COM) = CAP	49.5%

Distribution Main Analysis

	Main Size	Length (ft)	Replcmt \$	Total
Distribution	1"	115,473	\$35.00	\$4,041,555
	2"	27,722	35.00	970,270
	3"	2,134	35.00	74,690
	4"	18,656	70.85	1,321,778
	6"	220,618	70.85	15,630,785
	8"	235,460	92.90	21,874,234
	10"	46,532	88.56	4,120,874
	12"	46,987	124.60	5,854,580
	14"	24,872	123.98	3,083,631
	Total 1" - 14"		738,454	

Customer Equivalent		Adjusted
(1) Total @ 3" Equiv	\$25,845,890	
/ Total Cost	45.0%	45.0%
Capacity		
(2) Cost for 1" - 8"	\$43,913,312	
(3) Equiv 10" - 14"	\$10,998,524	
(2+3-1) / 4	51.0%	51.0%
Fire Protection		
1-cust-cap	4.0%	4.0%

Incline Village General Improvement District
 Water Rate Study
 Exhibit 15
 Functionalization and Allocation
 of the Revenue Requirement

FY 2023	Commodity (COM)	Capacity (CAP)	Customer Related			Public Fire Protection (FP)	Revenue Related (RR)	Direct Assign. (DA)	Basis of Allocation	
			Actual Customer (AC)	Cust. Acctg. (WCA)	Meters & Services (WCMS)					
Expenses										
Wages										
Other Earnings	\$54,054	\$17,486	\$21,583	\$0	\$0	\$13,714	\$1,270	\$0	\$0	As Net Plant in Service
Regular Earnings	1,469,501	475,366	586,764	0	0	372,833	34,538	0	0	As Net Plant in Service
Salary Savings from Vacant Positions	0	0	0	0	0	0	0	0	0	As Net Plant in Service
Total Wages	\$1,523,555	\$492,852	\$608,347	\$0	\$0	\$386,547	\$35,808	\$0	\$0	
Benefits										
Dental Fringe Ben	\$20,415	\$6,604	\$8,152	\$0	\$0	\$5,180	\$480	\$0	\$0	As Net Plant in Service
Disability Fringe Ben	7,525	2,434	3,005	0	0	1,909	177	0	0	As Net Plant in Service
Life Ins Fringe Ben	2,826	914	1,128	0	0	717	66	0	0	As Net Plant in Service
Medical Fringe Ben	282,680	91,444	112,873	0	0	71,720	6,644	0	0	As Net Plant in Service
Retirement Fringe Ben	267,925	86,670	106,981	0	0	67,976	6,297	0	0	As Net Plant in Service
Taxes	121,110	39,178	48,359	0	0	30,727	2,846	0	0	As Net Plant in Service
Unemployment Fringe Ben	23,785	7,694	9,497	0	0	6,035	559	0	0	As Net Plant in Service
Vision Fringe Ben	2,303	745	920	0	0	584	54	0	0	As Net Plant in Service
Work Comp Fringe Ben	37,962	12,280	15,158	0	0	9,631	892	0	0	As Net Plant in Service
Total Benefits	\$766,531	\$247,964	\$306,071	\$0	\$0	\$194,479	\$18,016	\$0	\$0	
Services & Supplies										
Advertising - Paid	\$1,100	\$356	\$439	\$0	\$0	\$279	\$26	\$0	\$0	As Net Plant in Service
BLDGS Maintenance Services	85,034	27,508	33,954	0	0	21,574	1,999	0	0	As Bldgs & Structures
Chemical	189,067	189,067	0	0	0	0	0	0	0	100.0% COM
Computer & IT Small Equip	3,300	1,068	1,318	0	0	837	78	0	0	As Net Plant in Service
Computer License & Fees	86,321	27,924	34,468	0	0	21,901	2,029	0	0	As Net Plant in Service
Contractual Services	38,547	12,470	15,392	0	0	9,780	906	0	0	As Net Plant in Service
Dues & Subscriptions	9,062	2,931	3,618	0	0	2,299	213	0	0	As Net Plant in Service
Employee Recruit & Retain	16,445	5,320	6,566	0	0	4,172	387	0	0	As Net Plant in Service
Fleet Maintenance Services	204,886	66,278	81,810	0	0	51,982	4,815	0	0	As Net Plant in Service
Fuel	42,768	13,835	17,077	0	0	10,851	1,005	0	0	As Net Plant in Service
Janitorial	23,100	7,473	9,224	0	0	5,861	543	0	0	As Net Plant in Service
Lab	19,360	9,775	9,585	0	0	0	0	0	0	As Treatment
Office Supplies	12,866	4,162	5,137	0	0	3,264	302	0	0	As Net Plant in Service
Operating	65,604	21,222	26,195	0	0	16,645	1,542	0	0	As Net Plant in Service
Permits & Fees	18,669	6,039	7,455	0	0	4,737	439	0	0	As Net Plant in Service
Postage	20,460	0	0	20,460	0	0	0	0	0	100.0% AC
R&M General	78,672	25,449	31,413	0	0	19,960	1,849	0	0	As Net Plant in Service
R&M Corrective	155,650	50,351	62,150	0	0	39,491	3,658	0	0	As Net Plant in Service
R&M Preventative	105,270	34,054	42,034	0	0	26,708	2,474	0	0	As Net Plant in Service
Rental & Lease	1,056	342	422	0	0	268	25	0	0	As Net Plant in Service
Repairs & Maintenance	520,000	168,214	207,633	0	0	131,931	12,222	0	0	As Net Plant in Service
Safety	6,930	2,242	2,767	0	0	1,758	163	0	0	As Net Plant in Service
Security	7,260	2,349	2,899	0	0	1,842	171	0	0	As Net Plant in Service
Small Equipment	10,780	3,487	4,304	0	0	2,735	253	0	0	As Net Plant in Service
Tools	7,700	2,491	3,075	0	0	1,954	181	0	0	As Net Plant in Service
Training & Education	17,380	5,622	6,940	0	0	4,410	408	0	0	As Net Plant in Service
Travel & Conferences	21,120	6,832	8,433	0	0	5,358	496	0	0	As Net Plant in Service
Uniforms	13,310	4,306	5,315	0	0	3,377	313	0	0	As Net Plant in Service
Total Services & Supplies	\$1,781,718	\$701,165	\$629,622	\$20,460	\$0	\$393,975	\$36,497	\$0	\$0	

Incline Village General Improvement District
 Water Rate Study
 Exhibit 15
 Functionalization and Allocation
 of the Revenue Requirement

FY 2023	Commodity (COM)	Capacity (CAP)	Customer Related			Public Fire Protection (FP)	Revenue Related (RR)	Direct Assign. (DA)	Basis of Allocation	
			Actual Customer (AC)	Cust. Acctg. (WCA)	Meters & Services (WCMS)					
Other										
Central Services Allocation Cs	\$236,301	\$76,441	\$94,354	\$0	\$0	\$59,953	\$5,554	\$0	\$0	As Net Plant in Service
Defensible Space Costs	55,000	0	0	0	0	0	55,000	0	0	100.0% FP
General Liability - Insurance	119,377	38,617	47,667	0	0	30,288	2,806	0	0	As Net Plant in Service
Audit	6,435	2,082	2,569	0	0	1,633	151	0	0	As Net Plant in Service
Legal	13,200	4,270	5,271	0	0	3,349	310	0	0	As Net Plant in Service
Professional Consultants	74,550	24,116	29,767	0	0	18,914	1,752	0	0	As Net Plant in Service
Interfund Expense Transfers	(181,289)	(58,645)	(72,388)	0	0	(45,995)	(4,261)	0	0	As Net Plant in Service
Total Other	\$323,574	\$86,881	\$107,240	\$0	\$0	\$68,141	\$61,312	\$0	\$0	
Utilities										
Cable TV	\$1,980	\$641	\$791	\$0	\$0	\$502	\$47	\$0	\$0	As Net Plant in Service
Electricity	450,010	145,573	179,687	0	0	114,174	10,577	0	0	As Net Plant in Service
Heating	12,320	3,985	4,919	0	0	3,126	290	0	0	As Net Plant in Service
Internet	12,540	4,057	5,007	0	0	3,182	295	0	0	As Net Plant in Service
Telephone	23,173	7,496	9,253	0	0	5,879	545	0	0	As Net Plant in Service
Trash	7,810	2,526	3,118	0	0	1,982	184	0	0	As Net Plant in Service
Water & Sewer	3,408	1,102	1,361	0	0	865	80	0	0	As Net Plant in Service
Total Utilities	\$511,240	\$165,380	\$204,135	\$0	\$0	\$129,709	\$12,016	\$0	\$0	
Future O&M										
Additional Staffing Needs	\$230,000	\$74,402	\$91,838	\$0	\$0	\$58,354	\$5,406	\$0	\$0	As Net Plant in Service
One-Time Inflation Contingency	200,000	64,698	79,859	0	0	50,743	4,701	0	0	As Net Plant in Service
Budget Savings	0	0	0	0	0	0	0	0	0	As Net Plant in Service
Open	0	0	0	0	0	0	0	0	0	As Net Plant in Service
Total Future O&M	\$430,000	\$139,100	\$171,697	\$0	\$0	\$109,097	\$10,106	\$0	\$0	
Total Operations & Maintenance	\$5,336,617	\$1,833,341	\$2,027,113	\$20,460	\$0	\$1,281,948	\$173,755	\$0	\$0	
Debt Service										
NV DWSRF 2012	\$193,372	\$62,554	\$77,212	\$0	\$0	\$49,061	\$4,545	\$0	\$0	As Net Plant in Service
NV Drk Wtr Loan 2005	113,648	36,764	45,379	0	0	28,834	2,671	0	0	As Net Plant in Service
New SRF Loans	0	0	0	0	0	0	0	0	0	As Net Plant in Service
New Revenue Bonds	0	0	0	0	0	0	0	0	0	As Net Plant in Service
Total Debt Service	\$307,020	\$99,317	\$122,591	\$0	\$0	\$77,895	\$7,216	\$0	\$0	
<i>Less Capital Reserve Funding</i>	<i>\$307,020</i>	<i>\$99,317</i>	<i>\$122,591</i>	<i>\$0</i>	<i>\$0</i>	<i>\$77,895</i>	<i>\$7,216</i>	<i>\$0</i>	<i>\$0</i>	As Debt Service
Net Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Incline Village General Improvement District
 Water Rate Study
 Exhibit 15
 Functionalization and Allocation
 of the Revenue Requirement

	FY 2023	Commodity (COM)	Capacity (CAP)	Customer Related			Public Fire Protection (FP)	Revenue Related (RR)	Direct Assign. (DA)	Basis of Allocation
				Actual Customer (AC)	Weighted for					
					Cust. Acctg. (WCA)	Meters & Services (WCMS)				
Reserve Funding										
Operating Fund Transfer	(\$596,758)	(\$596,758)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	100.0% COM
Capital Fund Transfer	1,606,225	0	0	0	0	1,606,225	0	0	0	100.0% WCMS
Debt Reserve Fund	0	0	0	0	0	0	0	0	0	100.0% RR
Total Reserve Funding	\$1,009,467	(\$596,758)	\$0	\$0	\$0	\$1,606,225	\$0	\$0	\$0	
Total Revenue Requirement	\$6,346,084	\$1,236,583	\$2,027,113	\$20,460	\$0	\$2,888,173	\$173,755	\$0	\$0	
Less: Non-Operating Revenues										
Interest	\$18,889	\$3,681	\$6,034	\$61	\$0	\$8,597	\$517	\$0	\$0	As Total Rev Req
Snow Removal Fees	100,200	19,525	32,007	323	0	45,602	2,743	0	0	As Total Rev Req
Work Order Charges Labor	120,120	23,406	38,370	387	0	54,668	3,289	0	0	As Total Rev Req
Work Order Chgs Eq & Materials	21,321	4,155	6,811	69	0	9,704	584	0	0	As Total Rev Req
Back Flows Tests	120,120	120,120	0	0	0	0	0	0	0	100.0% COM
Fines & Penalties	25,225	4,915	8,058	81	0	11,480	691	0	0	As Total Rev Req
Fire Protection	18,114	3,530	5,786	58	0	8,244	496	0	0	As Total Rev Req
Inspection/Plan Fees	40,040	7,802	12,790	129	0	18,223	1,096	0	0	As Total Rev Req
Other Water	28,829	5,618	9,209	93	0	13,120	789	0	0	As Total Rev Req
Interfund Revenue Transfers	(202,092)	(39,379)	(64,554)	(652)	0	(91,974)	(5,533)	0	0	As Total Rev Req
Total Non-Operating Revenues	\$290,766	\$153,372	\$54,509	\$550	\$0	\$77,663	\$4,672	\$0	\$0	
Net Revenue Requirement	\$6,055,318	\$1,083,211	\$1,972,603	\$19,910	\$0	\$2,810,510	\$169,083	\$0	\$0	

Incline Village General Improvement District
 Water Rate Study
 Exhibit 16
 Distribution of Revenue Requirement - COM, CAP, & DA

		Residential			Multi Family	Commercial	Irrigation	Commercial - IVGID	Irrigation - IVGID	Snowmaking - IVGID	Factor
		All Use	20,000 - 60,000	60,000+							
Commodity	\$1,083,211	\$286,467	\$160,886	\$59,371	\$263,691	\$74,632	\$50,837	\$5,467	\$123,228	\$58,634	COM
Capacity	\$1,972,603	\$558,382	\$313,599	\$115,725	\$414,606	\$105,018	\$116,185	\$7,516	\$287,662	\$53,910	CAP
Direct Assign.	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	Exhibit 15.2
Net Revenue Requirement	\$3,055,815	\$844,850	\$474,485	\$175,096	\$678,297	\$179,650	\$167,022	\$12,982	\$410,890	\$112,543	

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Incline Village General Improvement District
Water Rate Study
Exhibit 17
Distribution of Revenue Requirement

	Total	Residential	Multi-Family	Commercial	Irrigation	Snowmaking - IVGID	Factor
Commodity	\$1,083,211	\$506,724	\$263,691	\$80,098	\$174,065	\$58,634	<i>From Exhibit 14</i>
Capacity	\$1,972,603	\$987,706	\$414,606	\$112,534	\$403,847	\$53,910	<i>From Exhibit 14</i>
Customer							
Actual Customer	\$19,910	\$17,240	\$1,204	\$1,078	\$383	\$5	<i>(AC)</i>
Cust. Acctg.	\$0	0	0	0	0	0	<i>(WCA)</i>
Meters & Services	\$2,810,510	1,162,184	1,285,553	238,168	100,480	24,124	<i>(WCMS)</i>
Total Customer	\$2,830,420	\$1,179,424	\$1,286,758	\$239,246	\$100,863	\$24,129	
Public Fire Protection	\$169,083	\$68,140	\$75,374	\$25,569	\$0	\$0	<i>(FP)</i>
Revenue Related	\$0	\$0	\$0	\$0	\$0	\$0	<i>(RR)</i>
Direct Assign.	\$0	\$0	\$0	\$0	\$0	\$0	<i>From Exhibit 14</i>
Net Revenue Requirement	\$6,055,318	\$2,741,995	\$2,040,428	\$457,447	\$678,775	\$136,672	

Incline Village General Improvement District
 Water Rate Study
 Exhibit 18
 Summary of Cost of Service

	FY 2023 Expenses	Residential	Multi-Family	Commercial	Irrigation	Snowmaking - IVGID	Notes
Revenues at Present Rates	\$5,131,625	\$2,429,076	\$1,799,909	\$394,840	\$397,450	\$110,350	
Net Revenue Requirement	\$6,055,318	\$2,741,995	\$2,040,428	\$457,447	\$678,775	\$136,672	
Bal. / (Def.) of Funds	(\$923,693)	(\$312,919)	(\$240,519)	(\$62,607)	(\$281,325)	(\$26,322)	
Required % Change in Rates	18.0%	12.9%	13.4%	15.9%	70.8%	23.9%	

Incline Village General Improvement District
 Water Rate Study
 Exhibit 19
 Summary of Unit Costs

		Residential			Multi-Family	Commercial	Irrigation	Snowmaking - IVGID
		All Use	20,000 - 60,000	60,000+				
Consumption Related	\$ / 1,000 gal							
Commodity	\$1.06	\$1.06	\$1.06	\$1.06	\$1.06	\$1.06	\$1.06	\$1.06
Capacity	1.94	2.07	2.07	2.07	1.67	1.50	2.47	0.98
RR/FP/DA - \$/CCF	0.17	0.14	0.14	0.14	0.30	0.34	0.00	0.00
	\$3.17	\$3.27	\$3.27	\$3.27	\$3.03	\$2.90	\$3.53	\$2.04
Customer Related	\$ / Equiv. Mtr. / Mo							
Actual Customer	\$0.19							
Cust. Acctg.	0.00							
Meters & Services	26.22							
	\$26.41							
Basic Data								
Consumption	1,017,914	269,199	151,188	55,792	247,795	75,270	163,572	55,099
# of Equiv. Meters	8,932	3,694			4,086	757	319	77
# of Meters	4,266	3,694			258	231	82	1
# of Living Units	8,093	3,694			4,086	231	82	1

	<i>Present Rates</i>	<i>Proposed</i>				
		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Meter Fee						
3/4"	\$11.97	\$15.45	\$17.50	\$19.70	\$20.00	\$20.90
1"	19.99	25.80	29.22	32.90	33.40	34.90
1 1/2"	39.86	51.45	58.28	65.60	66.60	69.60
2"	63.80	82.35	93.28	105.00	106.60	111.40
3"	119.70	154.50	175.00	197.00	200.00	209.00
4"	199.54	257.55	291.73	328.40	333.40	348.40
6"	398.96	514.95	583.28	656.60	666.60	696.60
8"	638.36	823.95	933.28	1,050.60	1,066.60	1,114.60
10"	917.50	1,184.24	1,341.37	1,510.00	1,533.00	1,601.98
Capital Improvement Fee						
3/4"	\$15.10	\$15.10	\$15.10	\$15.10	\$19.70	\$19.71
1"	25.22	25.22	25.22	25.22	32.89	32.92
1 1/2"	50.28	50.28	50.28	50.28	65.58	65.63
2"	80.48	80.48	80.48	80.48	104.98	105.06
3"	151.00	151.00	151.00	151.00	196.95	197.10
4"	251.72	251.72	251.72	251.72	328.32	328.57
6"	503.28	503.28	503.28	503.28	656.44	656.94
8"	805.28	805.28	805.28	805.28	1,050.34	1,051.14
10"	1,157.42	1,157.42	1,157.42	1,157.42	1,509.63	1,510.78
Admin Fee	\$3.97	\$4.23	\$4.44	\$4.66	\$4.89	\$5.14
Defensible Space	1.05	1.05	1.05	1.05	1.05	1.05
Residential and Commercial Water Use						
All Use	\$1.55	\$1.97	\$2.20	\$2.40	\$2.45	\$2.50
Tier 1	0.93	1.18	1.32	1.44	1.47	1.50
Tier 2	1.34	1.70	1.90	2.07	2.12	2.16
Irrigation Water Use						
All Use	\$1.55	\$2.15	\$2.65	\$3.20	\$3.45	\$3.60
Tier 1	0.93	1.29	1.59	1.92	2.07	2.16
Tier 2	1.34	1.86	2.29	2.77	2.98	3.11

- **2b_PW_UTILITY Rate Hearing 2022_Wastewater Rate Study (Rev 1)**

**Incline Village General Improvement District
Wastewater Rate Study
Summary of the Revenue Requirement
Exhibit 1**

	<i>Budget</i>	<i>Projected</i>								
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Revenues										
Rate Revenues	\$6,522,131	\$6,528,653	\$6,535,182	\$6,541,717	\$6,548,258	\$6,554,807	\$6,561,362	\$6,567,923	\$6,574,491	\$6,581,065
Miscellaneous Revenues	384,390	351,084	330,337	333,758	338,119	344,582	349,397	350,836	350,763	350,878
Total Revenues	\$6,906,521	\$6,879,737	\$6,865,518	\$6,875,475	\$6,886,378	\$6,899,389	\$6,910,759	\$6,918,758	\$6,925,254	\$6,931,943
Expenses										
Total O&M Expenses	\$3,840,833	\$5,595,837	\$5,315,537	\$5,597,923	\$5,863,819	\$6,018,827	\$6,471,202	\$6,789,219	\$7,124,876	\$7,479,299
Additional Capital Funding	0	0	250,000	500,000	675,000	975,000	1,150,000	1,325,000	1,375,000	1,425,000
Net Debt Service	0	0	0	0	0	0	0	0	0	0
Reserve Funding	3,065,687	2,263,198	3,469,690	3,876,249	4,172,827	4,567,934	4,489,451	4,555,248	4,615,674	4,671,797
Total Revenue Requirement	\$6,906,521	\$7,859,035	\$8,785,228	\$9,474,172	\$10,036,647	\$10,586,761	\$10,960,653	\$11,344,467	\$11,740,551	\$12,151,096
Bal / (Def) of Funds	\$0	(\$979,298)	(\$1,919,710)	(\$2,598,697)	(\$3,150,269)	(\$3,687,372)	(\$4,049,894)	(\$4,425,709)	(\$4,815,297)	(\$5,219,153)
Proposed Rate Adjustment	0.0%	15.0%	12.5%	8.0%	6.0%	5.5%	3.5%	3.5%	3.5%	3.5%
Add'l Revenue with Rate Adj	\$0	\$979,298	\$1,919,710	\$2,598,697	\$3,150,269	\$3,687,372	\$4,049,894	\$4,425,709	\$4,815,297	\$5,219,153
Bal / (Def) After Rate Adj	\$0	(\$0)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Average Residential Customer Bill (3,000 gal)										
Customer Bill on Proposed Adj.	\$64.56	\$74.18	\$83.36	\$89.85	\$95.22	\$100.42	\$103.93	\$107.57	\$111.34	\$115.23
Bill Difference - Monthly		9.62	9.18	6.49	5.37	5.19	3.51	3.64	3.77	3.90
Cumulative Bill Difference		9.62	18.80	25.29	30.66	35.86	39.37	43.01	46.78	50.67
Debt Service Coverage Ratio (all debt)										
Before Rate Adjustment	9.12	3.82	1.53	0.66	0.36	0.33	0.17	0.05	0.00	0.00
After Proposed Rate Adjustment	9.12	6.73	3.42	2.00	1.46	1.72	1.69	1.72	1.74	1.76

Incline Village General Improvement District
Wastewater Rate Study
Escalation Factors
Exhibit 2

	<i>Budget</i>	<i>Projected</i>										<i>Notes</i>
	<i>FY 2022</i>	<i>FY 2023</i>	<i>FY 2024</i>	<i>FY 2025</i>	<i>FY 2026</i>	<i>FY 2027</i>	<i>FY 2028</i>	<i>FY 2029</i>	<i>FY 2030</i>	<i>FY 2031</i>	<i>FY 2032</i>	
Revenues												
Customer Growth	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
Misc Revenues	Budget	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
Expenses												
Labor	Budget	6.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Benefits - Medical	Budget	5.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Benefits - Other	Budget	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Professional Svcs	Budget	6.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Materials & Supplies	Budget	10.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Equipment	Budget	10.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Chemicals	Budget	10.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Utilities	Budget	10.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Water and Sewer	Budget	17.5%	12.3%	8.8%	8.5%	3.3%	3.3%	3.3%	3.3%	3.3%	3.3%	3.3%
Insurance	Budget	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Power	Budget	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
O&M	--	45.7%	-5.0%	5.3%	4.7%	2.6%	7.5%	4.9%	4.9%	5.0%	5.0%	5.0%
Miscellaneous	Budget	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Interest	0.7%	0.8%	0.9%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
New Debt Service Assumptions												
Revenue Bond												
Term in Years	20	20	20	20	20	20	20	20	20	20	20	20
Rate	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
Low Interest Loan												
Term in Years	20	20	20	20	20	20	20	20	20	20	20	20
Rate	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%

	<i>Budget</i>	<i>Projected</i>										<i>Notes</i>
	<i>FY 2022</i>	<i>FY 2023</i>	<i>FY 2024</i>	<i>FY 2025</i>	<i>FY 2026</i>	<i>FY 2027</i>	<i>FY 2028</i>	<i>FY 2029</i>	<i>FY 2030</i>	<i>FY 2031</i>	<i>FY 2032</i>	
Revenues												
<i>Rate Revenues</i>												
Residential	\$2,858,228	\$2,861,086	\$2,863,947	\$2,866,811	\$2,869,678	\$2,872,547	\$2,875,420	\$2,878,295	\$2,881,174	\$2,884,055	\$2,886,939	As Customer Growth
Multi-Family	2,967,696	2,970,664	2,973,634	2,976,608	2,979,585	2,982,564	2,985,547	2,988,532	2,991,521	2,994,512	2,997,507	As Customer Growth
Commercial	696,207	696,903	697,600	698,298	698,996	699,695	700,395	701,095	701,796	702,498	703,201	As Customer Growth
Total Rate Revenues	\$6,522,131	\$6,528,653	\$6,535,182	\$6,541,717	\$6,548,258	\$6,554,807	\$6,561,362	\$6,567,923	\$6,574,491	\$6,581,065	\$6,587,646	
<i>Other Revenues</i>												
Effluent Disposal Sales	\$75,000	\$75,075	\$75,150	\$75,225	\$75,300	\$75,376	\$75,451	\$75,527	\$75,602	\$75,678	\$75,753	As Misc Revenues
Interest Income	72,500	38,882	17,823	20,932	24,980	31,130	35,631	36,756	36,369	36,170	36,078	Calculated on Reserves
Hunting Fees	20,000	20,020	20,040	20,060	20,080	20,100	20,120	20,140	20,161	20,181	20,201	As Misc Revenues
Interfund Revenue Transfers	201,890	202,092	202,294	202,496	202,699	202,901	203,104	203,307	203,511	203,714	203,918	As Misc Revenues
Other Sewer	15,000	15,015	15,030	15,045	15,060	15,075	15,090	15,105	15,120	15,136	15,151	As Misc Revenues
Total Other Revenues	\$384,390	\$351,084	\$330,337	\$333,758	\$338,119	\$344,582	\$349,397	\$350,836	\$350,763	\$350,878	\$351,101	
Total Revenues	\$6,906,521	\$6,879,737	\$6,865,518	\$6,875,475	\$6,886,378	\$6,899,389	\$6,910,759	\$6,918,758	\$6,925,254	\$6,931,943	\$6,938,747	
Expenses												
<i>Wages</i>												
Other Earnings	\$58,225	\$62,010	\$65,110	\$68,366	\$71,784	\$75,373	\$79,142	\$83,099	\$87,254	\$91,616	\$96,197	As Labor
Regular Earnings	1,553,763	1,654,758	1,737,495	1,824,370	1,915,589	2,011,368	2,111,937	2,217,533	2,328,410	2,444,831	2,567,072	As Labor
Salary Savings from Vacant Positions	(69,152)	0	0	0	0	0	0	0	0	0	0	
Total Wages	\$1,542,836	\$1,716,767	\$1,802,606	\$1,892,736	\$1,987,373	\$2,086,741	\$2,191,078	\$2,300,632	\$2,415,664	\$2,536,447	\$2,663,269	

	<u>Budget</u>	<u>Projected</u>										Notes
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Benefits												
Dental Fringe Ben	\$22,392	\$23,736	\$25,160	\$26,670	\$28,270	\$29,966	\$31,764	\$33,670	\$35,690	\$37,832	\$40,102	As Benefits - Other
Disability Fringe Ben	7,982	8,461	8,969	9,507	10,077	10,682	11,323	12,002	12,722	13,485	14,295	As Benefits - Other
Life Ins Fringe Ben	3,040	3,222	3,416	3,621	3,838	4,068	4,312	4,571	4,845	5,136	5,444	As Benefits - Other
Medical Fringe Ben	313,831	329,523	362,475	398,723	438,595	482,454	530,700	583,770	642,147	706,362	776,998	As Benefits - Medical
Retirement Fringe Ben	284,170	301,220	319,293	338,451	358,758	380,284	403,101	427,287	452,924	480,099	508,905	As Benefits - Other
Taxes	128,681	131,898	135,195	138,575	142,040	145,591	149,231	152,961	156,785	160,705	164,723	As Miscellaneous
Unemployment Fringe Ben	25,254	26,769	28,375	30,078	31,883	33,796	35,823	37,973	40,251	42,666	45,226	As Benefits - Other
Vision Fringe Ben	2,495	2,645	2,803	2,971	3,150	3,339	3,539	3,751	3,976	4,215	4,468	As Benefits - Other
Work Comp Fringe Ben	40,349	42,770	45,336	48,056	50,940	53,996	57,236	60,670	64,310	68,169	72,259	As Benefits - Other
Total Benefits	\$828,195	\$870,244	\$931,023	\$996,652	\$1,067,550	\$1,144,175	\$1,227,028	\$1,316,655	\$1,413,651	\$1,518,669	\$1,632,419	
Professional Services												
Audit	\$11,200	\$11,928	\$12,524	\$13,151	\$13,808	\$14,499	\$15,223	\$15,985	\$16,784	\$17,623	\$18,504	As Professional Svcs
Legal	13,000	13,845	14,537	15,264	16,027	16,829	17,670	18,554	19,481	20,455	21,478	As Professional Svcs
Professional Consultants	70,000	74,550	78,278	82,191	86,301	90,616	95,147	99,904	104,899	110,144	115,652	As Professional Svcs
Total Professional Services	\$94,200	\$100,323	\$105,339	\$110,606	\$116,136	\$121,943	\$128,040	\$134,442	\$141,165	\$148,223	\$155,634	
Services & Supplies												
BLDGS Maintenance Services	\$40,637	\$44,701	\$46,042	\$47,423	\$48,846	\$50,311	\$51,820	\$53,375	\$54,976	\$56,626	\$58,324	As Materials & Supplies
Chemical	176,000	193,600	203,280	213,444	224,116	235,322	247,088	259,443	272,415	286,035	300,337	As Chemicals
Contractual Services	18,147	19,327	20,293	21,308	22,373	23,492	24,667	25,900	27,195	28,555	29,982	As Professional Svcs
Dues & Subscriptions	6,000	6,600	6,798	7,002	7,212	7,428	7,651	7,881	8,117	8,361	8,612	As Materials & Supplies
Employee Recruit & Retain	2,650	2,915	3,002	3,093	3,185	3,281	3,379	3,481	3,585	3,693	3,803	As Materials & Supplies
Fleet Maintenance Services	164,800	181,280	186,718	192,320	198,090	204,032	210,153	216,458	222,952	229,640	236,529	As Materials & Supplies
Fuel	37,500	41,250	42,900	44,616	46,401	48,257	50,187	52,194	54,282	56,453	58,712	As Utilities
Janitorial	10,000	11,000	11,330	11,670	12,020	12,381	12,752	13,135	13,529	13,934	14,353	As Materials & Supplies
Lab	33,200	36,520	37,616	38,744	39,906	41,104	42,337	43,607	44,915	46,262	47,650	As Materials & Supplies
Office Supplies	2,600	2,860	2,946	3,034	3,125	3,219	3,316	3,415	3,517	3,623	3,732	As Materials & Supplies
Operating	44,880	49,368	50,849	52,375	53,946	55,564	57,231	58,948	60,716	62,538	64,414	As Materials & Supplies
Permits & Fees	15,060	16,566	17,063	17,575	18,102	18,645	19,205	19,781	20,374	20,985	21,615	As Materials & Supplies
R&M Corrective	160,000	176,000	181,280	186,718	192,320	198,090	204,032	210,153	216,458	222,952	229,640	As Materials & Supplies
R&M Preventative	51,300	56,430	58,123	59,867	61,663	63,512	65,418	67,380	69,402	71,484	73,628	As Materials & Supplies
Repairs & Maintenance	190,730	505,000	184,750	215,000	215,000	91,250	249,466	256,950	264,658	272,598	280,776	As Materials & Supplies
Safety	9,300	10,230	10,537	10,853	11,179	11,514	11,859	12,215	12,582	12,959	13,348	As Materials & Supplies
Security	3,480	3,828	3,943	4,061	4,183	4,308	4,438	4,571	4,708	4,849	4,995	As Materials & Supplies
Small Equipment	6,400	7,040	7,251	7,469	7,693	7,924	8,161	8,406	8,658	8,918	9,186	As Materials & Supplies
Tools	9,700	10,670	10,990	11,320	11,659	12,009	12,369	12,741	13,123	13,516	13,922	As Materials & Supplies
Training & Education	9,900	10,890	11,217	11,553	11,900	12,257	12,624	13,003	13,393	13,795	14,209	As Materials & Supplies
Travel & Conferences	6,000	6,600	6,798	7,002	7,212	7,428	7,651	7,881	8,117	8,361	8,612	As Materials & Supplies
Uniforms	8,100	8,910	9,177	9,453	9,736	10,028	10,329	10,639	10,958	11,287	11,626	As Materials & Supplies
Total Services & Supplies	\$1,006,384	\$1,401,585	\$1,112,903	\$1,175,898	\$1,209,866	\$1,121,356	\$1,316,134	\$1,361,555	\$1,408,631	\$1,457,425	\$1,508,004	

	Budget	Projected										<i>Notes</i>
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Utilities												
Cable TV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	As Utilities
Electricity	367,400	404,140	420,306	437,118	454,603	472,787	491,698	511,366	531,821	553,093	575,217	As Utilities
Heating	28,400	31,240	32,490	33,789	35,141	36,546	38,008	39,529	41,110	42,754	44,464	As Utilities
Internet	11,400	12,540	13,042	13,563	14,106	14,670	15,257	15,867	16,502	17,162	17,848	As Utilities
Telephone	31,188	34,307	35,679	37,106	38,590	40,134	41,739	43,409	45,145	46,951	48,829	As Utilities
Trash	5,400	5,940	6,178	6,425	6,682	6,949	7,227	7,516	7,817	8,129	8,454	As Utilities
Water & Sewer	22,400	26,320	29,544	32,129	34,860	35,993	37,163	38,371	39,618	40,905	42,235	As Water and Sewer
Total Utilities	\$466,188	\$514,487	\$537,238	\$560,131	\$583,982	\$607,079	\$631,093	\$656,058	\$682,012	\$708,995	\$737,048	
Other												
Central Services Allocation Cs	\$201,393	\$221,532	\$230,394	\$239,609	\$249,194	\$259,161	\$269,528	\$280,309	\$291,521	\$303,182	\$315,310	As Utilities
Defensible Space Costs	50,000	55,000	57,200	59,488	61,868	64,342	66,916	69,593	72,376	75,271	78,282	As Utilities
General Liability	95,100	104,610	108,794	113,146	117,672	122,379	127,274	132,365	137,660	143,166	148,893	As Utilities
Interfund Expense Transfers	164,808	181,289	188,540	196,082	203,925	212,082	220,566	229,388	238,564	248,106	258,030	As Utilities
Total Other	\$511,301	\$562,431	\$584,928	\$608,325	\$632,658	\$657,965	\$684,283	\$711,655	\$740,121	\$769,726	\$800,515	
Future O&M												
Additional Staffing Needs	\$0	\$230,000	\$241,500	\$253,575	\$266,254	\$279,566	\$293,545	\$308,222	\$323,633	\$339,815	\$356,805	As Labor
O&M Contingency	0	200,000	0	0	0	0	0	0	0	0	0	As Labor
Budget Savings	(608,271)	0	0	0	0	0	0	0	0	0	0	As Labor
Open	0	0	0	0	0	0	0	0	0	0	0	As Labor
Total Future O&M	(\$608,271)	\$430,000	\$241,500	\$253,575	\$266,254	\$279,566	\$293,545	\$308,222	\$323,633	\$339,815	\$356,805	
Total Operations & Maintenance	\$3,840,833	\$5,595,837	\$5,315,537	\$5,597,923	\$5,863,819	\$6,018,827	\$6,471,202	\$6,789,219	\$7,124,876	\$7,479,299	\$7,853,694	
Debt Service												
NV Clean Wtr Loan 2005	\$128,578	\$128,578	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Exhibit 5
NV Clean Wtr Loan 2007	207,536	207,536	207,536	207,536	207,536	0	0	0	0	0	0	Exhibit 5
Low Interest Loans	0	0	0	0	0	0	0	0	0	0	0	Calc'd @ 2.5% for 20 yrs
Assumed Revenue Bond	0	0	807,200	1,729,713	2,652,227	2,652,227	2,652,227	2,652,227	2,652,227	2,652,227	2,652,227	Calc'd @ 4.5% for 20 yrs
Total Debt Service	\$336,114	\$336,114	\$1,014,736	\$1,937,250	\$2,859,763	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	
<i>Less: Debt Service Funding</i>												
From Capital Reserve	\$336,114	\$336,114	\$1,014,736	\$1,937,250	\$2,859,763	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	
Total Less Debt Service Funding	\$336,114	\$336,114	\$1,014,736	\$1,937,250	\$2,859,763	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	
Net Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

	<i>Budget</i>		<i>Projected</i>									<i>Notes</i>
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Reserve Funding												
Operating Fund Transfer	(\$157,660)	(\$963,372)	(\$10,106)	\$143,222	\$261,568	\$353,438	\$96,715	(\$15,730)	(\$8,550)	(\$5,676)	(\$7,880)	
Capital Fund Transfer	3,223,347	3,226,570	3,229,797	3,233,027	3,236,260	3,239,496	3,242,735	3,245,978	3,249,224	3,252,473	3,255,726	As Customer Growth
Additional Capital Funding	0	0	250,000	500,000	675,000	975,000	1,150,000	1,325,000	1,375,000	1,425,000	1,475,000	FY 2022 Depr Exp = \$1,876,600
Effluent Reserve Fund	0	0	0	0	0	0	0	0	0	0	0	
Total Reserve Funding	\$3,065,687	\$2,263,198	\$3,469,690	\$3,876,249	\$4,172,827	\$4,567,934	\$4,489,451	\$4,555,248	\$4,615,674	\$4,671,797	\$4,722,846	
Total Revenue Requirement	\$6,906,521	\$7,859,035	\$8,785,228	\$9,474,172	\$10,036,647	\$10,586,761	\$10,960,653	\$11,344,467	\$11,740,551	\$12,151,096	\$12,576,540	
Bal / (Def) of Funds	\$0	(\$979,298)	(\$1,919,710)	(\$2,598,697)	(\$3,150,269)	(\$3,687,372)	(\$4,049,894)	(\$4,425,709)	(\$4,815,297)	(\$5,219,153)	(\$5,637,793)	
Bal as a % of Rate Adj	0.0%	15.0%	29.4%	39.7%	48.1%	56.3%	61.7%	67.4%	73.2%	79.3%	85.6%	
Proposed Rate Adjustment	0.0%	15.0%	12.5%	8.0%	6.0%	5.5%	3.5%	3.5%	3.5%	3.5%	3.5%	
Add'l Revenue with Rate Adj	\$0	\$979,298	\$1,919,710	\$2,598,697	\$3,150,269	\$3,687,372	\$4,049,894	\$4,425,709	\$4,815,297	\$5,219,153	\$5,637,793	
Bal / (Def) After Rate Adj	\$0	(\$0)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Balance as a % of Rates	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Average Residential Customer Bill (3,000 gal)	\$64.56											
Customer Bill on Proposed Adj.	\$64.56	\$74.18	\$83.36	\$89.85	\$95.22	\$100.42	\$103.93	\$107.57	\$111.34	\$115.23	\$119.27	
Bill Difference - Monthly		9.62	9.18	6.49	5.37	5.19	3.51	3.64	3.77	3.90	4.03	
Cumulative Bill Difference		9.62	18.80	25.29	30.66	35.86	39.37	43.01	46.78	50.67	54.71	
Debt Service Coverage Ratio (all debt)												
Before Rate Adjustment	9.12	3.82	1.53	0.66	0.36	0.33	0.17	0.05	0.00	0.00	0.00	Min. Target 1.00
After Proposed Rate Adjustment	9.12	6.73	3.42	2.00	1.46	1.72	1.69	1.72	1.74	1.76	1.78	Min. Target 1.00

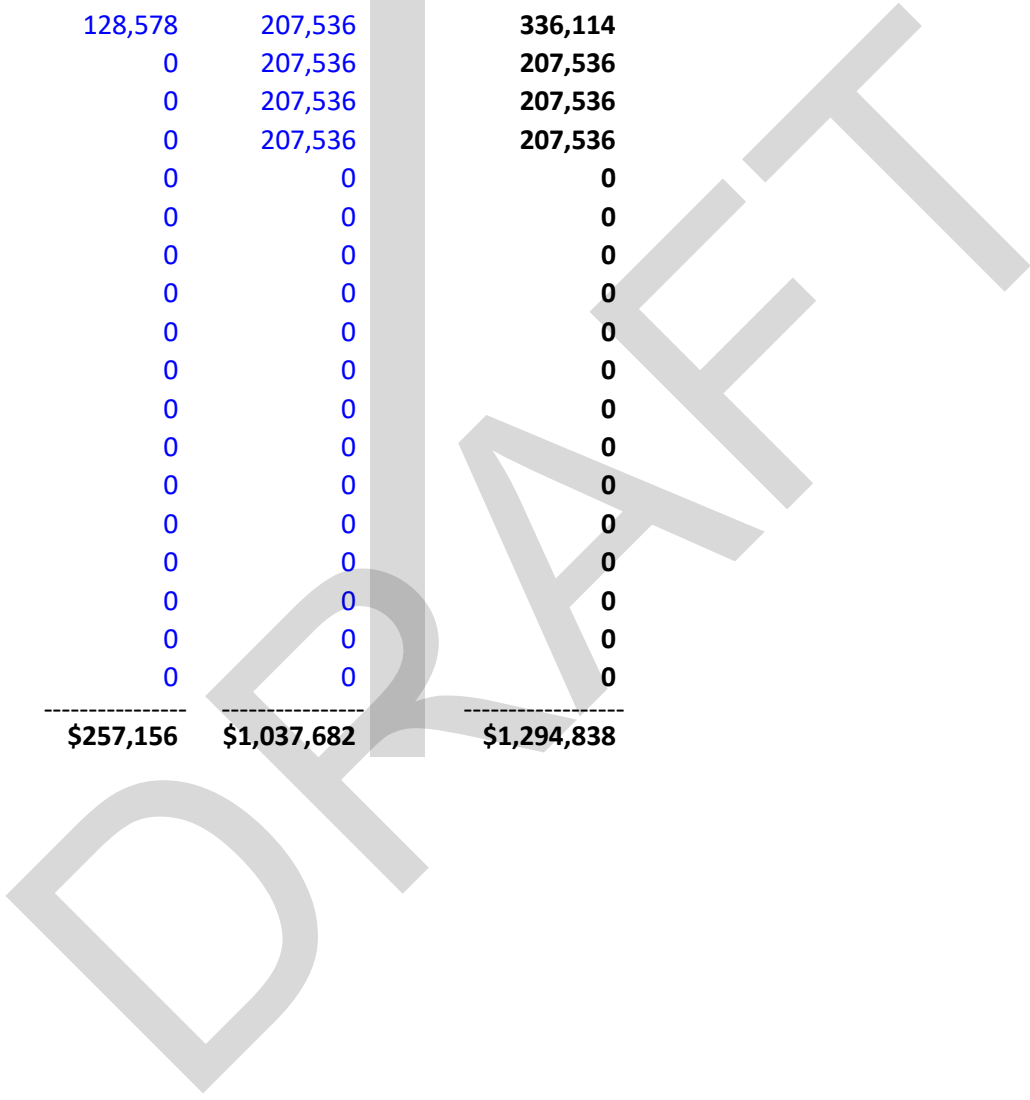
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total	Notes
Sewer Capital													
Update Camera Equipment	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,441	\$0	\$0	\$140,441	
SCADA Management Servers/Network - WRRF	0	51,350	263,682	0	77,872	0	0	0	99,004	0	0	491,908	
Pond Lining Project	1,550,000	3,081,000	0	0	0	0	0	0	0	0	0	4,631,000	
Effluent Pipeline Annual Repairs	0	102,700	105,473	108,321	111,245	0	0	0	0	0	0	427,739	
Effluent Pipeline Project	2,000,000	10,270,000	10,547,290	10,832,067	11,124,533	0	0	0	0	0	0	44,773,889	
Sewer Pumping Station Improvements	70,000	51,350	52,736	54,160	222,491	79,974	58,667	60,251	61,878	254,193	104,423	1,070,123	
Sewer Pumping Station 14 Improvements	0	0	31,642	92,073	222,491	0	0	0	0	0	0	346,205	
2001 Sellick Forklift #499	0	0	68,557	0	0	0	0	0	0	0	0	68,557	
2006 Kenworth T800 Bin truck #587	0	0	0	0	220,266	0	0	0	0	0	0	220,266	
2018 Flail Mower #784	0	0	15,821	0	0	0	0	0	19,801	0	0	35,622	
2001 Jet-Away Line Cleaner #767	0	0	0	0	0	0	55,147	0	0	0	0	55,147	
2008 Chevrolet Camera Truck #615	0	0	89,652	0	0	0	0	0	0	0	0	89,652	
Sewer Main Rehabilitation	0	0	0	0	556,227	342,747	352,001	361,505	618,776	381,290	391,585	3,004,130	
Replace & Reline Sewer Mains, Manholes and Appurtenances	60,000	56,485	110,747	59,576	61,185	62,837	187,734	66,276	68,065	69,903	13,053	815,861	
WRRF Drainage Improvements	0	12,838	0	0	0	0	0	0	0	0	0	12,838	
Wetlands Effluent Disposal Facility Improvements	183,500	102,700	105,473	54,160	55,623	228,498	117,334	120,502	123,755	317,742	130,528	1,539,814	
Roof Replacement Water Resource Recovery Facility	0	0	52,736	297,882	0	0	0	0	0	0	0	350,618	
Building Upgrades Water Resource Recovery Facility	60,000	30,810	0	0	0	0	0	0	0	0	0	90,810	
Water Resource Recovery Facility Improvements	140,000	102,700	184,578	514,523	444,981	199,936	205,334	1,205,017	0	254,193	0	3,251,262	
WRRF Biosolids Bins	0	0	0	0	111,245	0	0	0	0	0	0	111,245	
Total Sewer Capital	\$4,123,500	\$13,861,933	\$11,628,387	\$12,012,762	\$13,208,158	\$913,992	\$976,216	\$1,813,550	\$1,071,720	\$1,277,321	\$639,588	\$61,527,127	

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total	Notes
Capital Improvements - Shared (50% Sewer)													
Paint Interior Building #A	\$0	\$25,162	\$0	\$0	\$0	\$0	\$0	\$0	\$34,775	\$0	\$0	\$59,937	50.0%
New Carpet Building #A	0	24,135	0	0	0	0	28,817	0	0	0	0	52,952	
Replace Public Works Front Security Gate	0	0	0	42,960	0	0	0	0	0	0	0	42,960	
Replace Roof Public Works #B	30,000	0	0	0	0	0	0	0	0	0	0	30,000	
Building B Replacement	0	0	0	0	0	0	0	0	61,878	0	0	61,878	
Rain Gutters Building C	0	25,675	0	0	0	0	0	0	0	0	0	25,675	
Loader Tire Chains - 2 Sets	10,000	0	0	0	11,514	0	0	0	13,366	0	0	34,879	
2002 Caterpillar 950G Loader #523	132,500	0	0	0	0	0	0	0	0	0	186,003	318,503	
2002 Caterpillar 950G Loader #525	132,500	0	0	0	0	0	0	0	0	0	0	132,500	
2018 MultiHog MX120 Snowblower #783	0	0	0	0	97,896	0	0	0	0	0	0	97,896	
1997 Forklift #315	0	0	18,985	0	0	0	0	0	0	0	0	18,985	
2013 Trackless Snowblower #687	0	89,863	0	0	0	0	0	0	0	117,564	0	207,427	
2001 105KW Mobile Generator #313	0	25,675	0	0	0	0	0	0	0	0	0	25,675	
2020 Vac-Con Truck #807	0	0	0	0	0	271,341	0	0	0	0	0	271,341	
2004 Freightliner Vactor Truck #534	0	0	0	0	211,366	0	0	0	0	0	0	211,366	
2020 Chevy Dump Truck #829	0	0	0	0	0	0	0	0	49,502	0	0	49,502	
2001 Peterbilt Bin Truck #468	0	0	0	102,905	0	0	0	0	0	0	0	102,905	
Snowplow #300A	9,500	0	0	0	0	0	0	0	0	0	13,705	23,205	
Snowplow #307A	9,500	0	0	0	0	0	0	0	0	0	0	9,500	
Slurry Liquidator #326	0	0	0	0	0	23,421	0	0	0	0	0	23,421	
2004 9' Western Snow Plow #542A	0	0	0	0	0	0	4,693	0	0	0	0	4,693	
2019 Sander/Spreader #808	0	0	0	5,416	0	0	0	0	7,425	0	0	12,841	
2012 Snowplow #669B	0	0	0	38,995	0	0	0	0	0	0	5,221	44,217	
2017 Caterpillar 420F2 Backhoe #755	0	0	0	0	0	79,974	0	0	0	0	0	79,974	
2013 Chevy Equinox #691	0	0	19,512	0	0	0	0	0	0	0	0	19,512	
2009 Chevrolet 1/2 ton Pick-up #826 Compliance Dept.	0	0	0	0	0	0	18,187	0	0	0	0	18,187	
2013 1/2 Ton Pick-Up #677 Treatment	0	0	19,512	0	0	0	0	0	0	0	0	19,512	
2003 GMC 3/4-Ton Pick-up #702	0	0	0	18,415	0	0	0	0	0	0	0	18,415	
2005 Chevy 1/2-Ton Pick-up #553	0	0	0	17,331	0	0	0	0	0	0	0	17,331	
2009 Chevrolet 1/2 Ton Pick-up Truck #631	0	0	0	17,331	0	0	0	0	0	0	0	17,331	
2009 Chevrolet 1/2 Ton Pick-up Truck #632 Engineering Dept.	0	0	0	0	17,799	0	0	0	0	0	0	17,799	
2012 Extend-A-Cab Pick-up #678 Pipeline Dept.	0	16,432	0	0	0	0	0	0	0	21,606	0	38,038	
2004 3/4-Ton Service Truck w/liftgate & crane #703	0	0	0	31,413	0	0	0	0	0	0	0	31,413	
2013 1-Ton Flatbed #679 Pipeline Dept.	0	0	23,204	0	0	0	0	0	0	0	0	23,204	
2012 1-Ton Service Truck w/ Liftgate #668 Treatment	0	22,081	0	0	0	0	0	0	0	0	0	22,081	
2013 1-Ton Service Truck #680 Utilities Electrician	0	0	23,204	0	0	0	0	0	0	0	0	23,204	
2004 GMC 1-Ton Flatbed #825 Pipeline Dept.	0	0	0	0	0	0	0	0	39,602	0	0	39,602	
2008 Chevrolet Service Truck #810	0	0	0	0	0	0	0	0	21,038	0	0	21,038	
2008 Chevrolet Service Truck #680	0	23,108	0	0	0	0	0	0	0	0	0	23,108	
2011 Chevrolet Service Truck #647 Treatment	0	0	0	0	0	0	0	0	0	31,139	0	31,139	
Public Works Billing Software Replacement	5,000	51,350	52,736	27,080	0	0	0	0	0	0	0	136,167	
Large Format Printer Replacement	0	0	15,294	0	0	0	0	0	0	0	0	15,294	
Adjust Utility Facilities in NDOT/Washoe County Right of Way	90,000	30,810	31,642	32,496	33,374	34,275	35,200	129,539	37,127	38,129	39,158	531,750	
Pavement Maintenance, Utility Facilities	78,750	92,430	6,592	140,817	144,619	7,141	39,600	7,531	191,821	197,000	8,158	914,458	
Pavement Maintenance, Reservoir 3-1 WPS 4-2/5-1	65,000	46,215	0	0	0	0	0	0	0	0	0	111,215	
Utilities System and Plant Controls Master Plan	0	128,375	0	0	0	0	0	0	0	0	0	128,375	
Utilities System and Plant Controls Upgrade	0	0	131,841	135,401	139,057	142,811	0	0	0	0	0	549,110	
Total Capital Improvements - Shared (50% Sewer)	\$562,750	\$601,309	\$342,523	\$610,560	\$655,624	\$558,963	\$126,497	\$137,071	\$456,533	\$405,438	\$252,246	\$4,709,514	

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total	Notes
Less R&M Funded Items (O&M)	0	(505,000)	(184,750)	(215,000)	(215,000)	(91,250)	0	0	0	0	0	(\$1,211,000)	
Future Unidentified Capital Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$347,286	\$0	\$0	\$0	\$583,166	\$930,452	
Transfer to Capital Fund	\$0	\$0	\$800,000	\$900,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,700,000	
Total Capital Improvement Projects	\$4,686,250	\$13,958,241	\$12,586,160	\$13,308,322	\$14,648,782	\$1,381,705	\$1,450,000	\$1,950,621	\$1,528,253	\$1,682,759	\$1,475,000	\$68,656,094	
<i>Less: Other Funding Sources</i>													
Operating Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Input
Capital Fund	3,686,250	265,250	836,160	808,322	1,973,782	406,705	300,000	625,621	153,253	257,759	0	9,313,102	Input
Effluent Reserve Fund	1,000,000	11,382,241	1,000,000	0	0	0	0	0	0	0	0	13,382,241	
USDA Grant	0	2,310,750	0	0	0	0	0	0	0	0	0	2,310,750	
Other Grants	0	0	0	0	0	0	0	0	0	0	0	0	Input
Low Interest Loans	0	0	0	0	0	0	0	0	0	0	0	0	Input
Revenue Bonds	0	0	10,500,000	12,000,000	12,000,000	0	0	0	0	0	0	34,500,000	Calculated
Total Other Funding Sources	\$4,686,250	\$13,958,241	\$12,336,160	\$12,808,322	\$13,973,782	\$406,705	\$300,000	\$625,621	\$153,253	\$257,759	\$0	\$59,506,093	
Additional Capital Funding	\$0	\$0	\$250,000	\$500,000	\$675,000	\$975,000	\$1,150,000	\$1,325,000	\$1,375,000	\$1,425,000	\$1,475,000	\$9,150,000	

Incline Village General Improvement District
Wastewater Rate Study
Annual Debt Service Payments
Exhibit 5

Year	NV Clean Wtr Loan 2005	NV Clean Wtr Loan 2007	Total Annual Debt Service (P&I)
FY 2022	\$128,578	\$207,536	\$336,114
FY 2023	128,578	207,536	336,114
FY 2024	0	207,536	207,536
FY 2025	0	207,536	207,536
FY 2026	0	207,536	207,536
FY 2027	0	0	0
FY 2028	0	0	0
FY 2029	0	0	0
FY 2030	0	0	0
FY 2031	0	0	0
FY 2032	0	0	0
FY 2033	0	0	0
FY 2034	0	0	0
FY 2035	0	0	0
FY 2036	0	0	0
FY 2037	0	0	0
FY 2038	0	0	0
FY 2039	0	0	0
FY 2040	0	0	0
	<u>\$257,156</u>	<u>\$1,037,682</u>	<u>\$1,294,838</u>



Incline Village General Improvement District
Wastewater Rate Study
Revenues At Present Rates
Exhibit 6

		Jul-21	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
Residential														
Base Charge	<i>\$ / Acct</i> \$19.54	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694
Capital Improvement	\$31.45	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694
Admin Fee	\$3.97	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694	3,694
Sewer Use	<i>\$ / 1,000 gal</i> \$3.20	12,059	12,037	11,530	11,300	10,901	13,344	8,898	10,396	9,974	9,108	10,738	11,578	131,863
Total Revenue		\$241,611	\$241,541	\$239,918	\$239,182	\$237,905	\$245,723	\$231,495	\$236,289	\$234,939	\$232,168	\$237,384	\$240,072	\$2,858,228
Multi-Family														
Base Charge	<i>\$ / Unit</i> \$19.54	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083
Capital Improvement	\$31.45	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083
Admin Fee	\$3.97	258	258	258	258	258	258	258	258	258	258	258	258	258
Sewer Use	<i>\$ / 1,000 gal</i> \$3.20	13,194	13,243	12,744	12,730	10,851	13,956	10,272	10,732	9,848	9,917	12,334	13,022	142,843
Total Revenue		\$251,437	\$251,594	\$249,997	\$249,952	\$243,940	\$253,876	\$242,088	\$243,559	\$240,730	\$240,951	\$248,685	\$250,887	\$2,967,696

Incline Village General Improvement District
Wastewater Rate Study
Revenues At Present Rates
Exhibit 6

			Jul-21	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
Commercial															
Base Charge	\$ / Acct.														
3/4"	\$19.54	\$31.45	77	77	77	77	77	77	77	77	77	77	77	77	77
1"	32.63	52.52	61	61	61	61	61	61	61	61	61	61	61	61	61
1 1/2"	65.07	104.73	46	46	46	46	46	46	46	46	46	46	46	46	46
2"	104.15	167.63	36	36	36	36	36	36	36	36	36	36	36	36	36
3"	195.40	314.50	7	7	7	7	7	7	7	7	7	7	7	7	7
4"	325.73	524.27	3	3	3	3	3	3	3	3	3	3	3	3	3
6"	651.27	1,048.23	2	2	2	2	2	2	2	2	2	2	2	2	2
8"	1,042.07	1,677.23	1	1	1	1	1	1	1	1	1	1	1	1	1
10"	1,497.74	2,410.64	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Revenues			233	233	233	233	233	233	233	233	233	233	233	233	233
Admin Fee	\$3.97		233	233	233	233	233	233	233	233	233	233	233	233	
Sewer Use	\$ / CCF	\$3.20	8,178	8,941	7,109	6,373	3,865	5,091	5,139	4,873	3,637	2,737	4,832	7,248	68,023
Total Revenue			\$66,047	\$68,489	\$62,627	\$60,271	\$52,246	\$56,169	\$56,323	\$55,471	\$51,516	\$48,636	\$55,340	\$63,071	\$696,207

Incline Village General Improvement District
Wastewater Rate Study
Development of Volume Distribution Factor
Exhibit 7

	Annual flow in 1,000 gal	5.0% Inflow and Infiltration	Total Annual Flow at Plant (1,000 gal)	Avg. Daily Flow At Plant (MGD)	% of Total
Residential	131,863	6,593	138,456	0.38	40.5%
Multi-Family	142,843	7,142	149,986	0.41	43.9%
Commercial	50,684	2,534	53,218	0.15	15.6%
Total	325,390		341,660	0.94	100.0%
Distribution Factor		Actual Flows ^[1]	453,640	0.93	(VOL)

Notes

[2] - Provided by District July 2020 - Aug 2021

Incline Village General Improvement District
Wastewater Rate Study
Development of the Strength Distribution Factor
Exhibit 8

	Annual Flow (MGD)	Biochemical Oxygen Demand			Suspended Solids		
		Avg. Factor (mg/l)	Calculated Pounds	% of Total	Avg. Factor (mg/l)	Calculated Pounds	% of Total
Residential	0.38	275	870	40.5%	250	791	40.5%
Multi-Family	0.41	275	942	43.9%	250	857	43.9%
Commercial	0.15	275	334	15.6%	250	304	15.6%
Total	0.94		2,147	100.0%		1,952	100.0%
Distribution Factor		275		(BOD)	250		(SS)

Notes

Incline Village General Improvement District
Wastewater Rate Study
Development of the Customer Distribution Factor
Exhibit 9

	<i>Actual Customer</i>		<i>Customer Capacity Demand</i>	
	Number of Accounts ^[1]	% of Total	Weighted Customer	% of Total
Residential	3,698	88.3%	3,698	43.3%
Multi-Family	258	6.2%	4,087	47.8%
Commercial	233	5.6%	764	8.9%
Total	4,189	100.0%	8,549	100.0%
Distribution Factor		(AC)		(CCD)

Notes

[1] - Customer accounts are increased by one year of growth (0.10% / yr)

Incline Village General Improvement District
Wastewater Rate Study
Development of the Revenue Related Distribution Factor
Exhibit 10

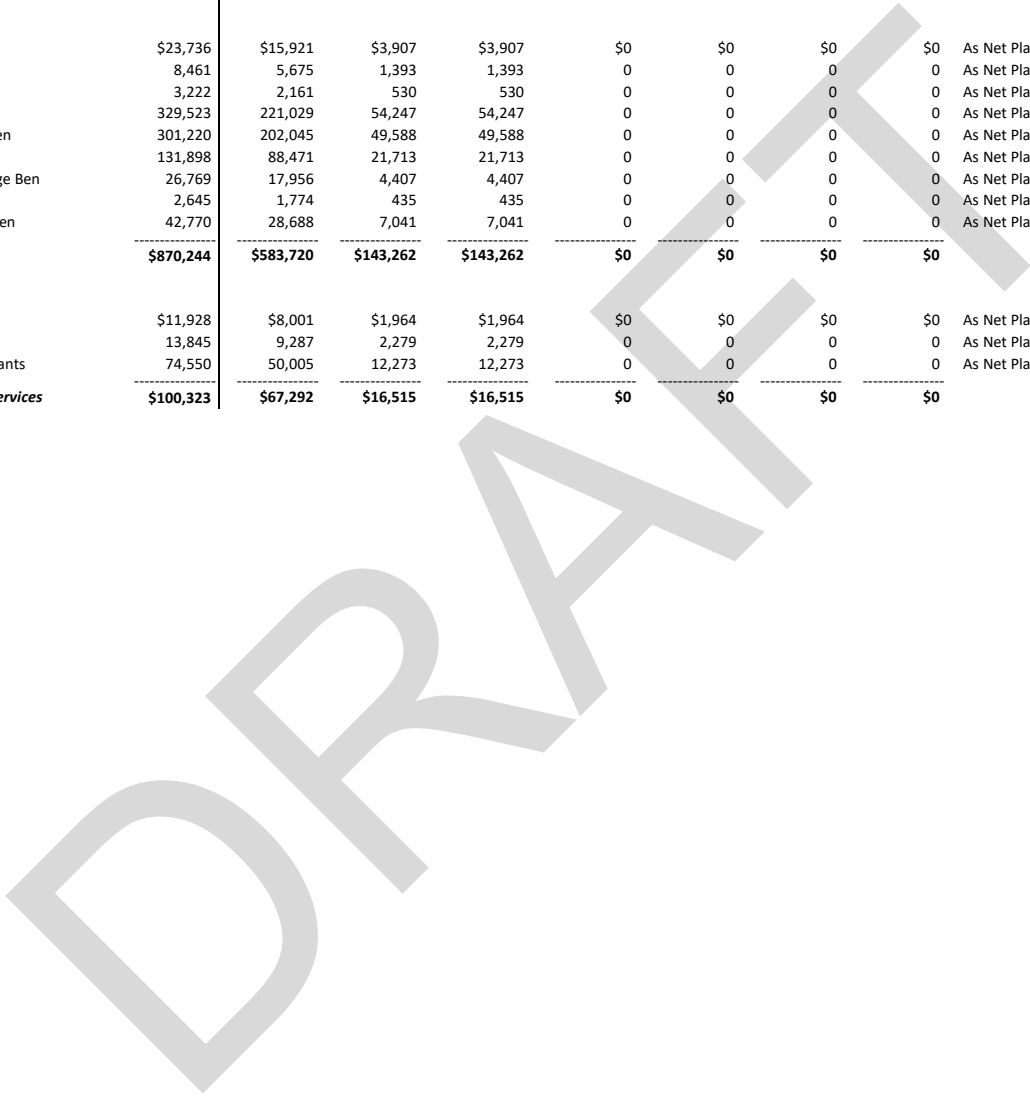
	Revenue	
	FY 2023	% of Total
Residential	\$2,861,086	43.8%
Multi-Family	2,970,664	45.5%
Commercial	696,903	10.7%
Total	\$6,528,653	100.0%
Distribution Factor		(RR)

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Incline Village General Improvement District
Wastewater Rate Study
Functionalization and Classification
Exhibit 11.1

	Net Plant	Strength Related			Customer Related		Revenue Related (RR)	Direct Assign. (DA)	Basis of Classification
		Volume (VOL)	Bio-Oxygen Demand (BOD)	Suspended Solids (SS)	Actual Customer (AC)	Customer Capacity Demand (CCD)			
Treatment	\$18,914,844	\$9,457,422	\$4,728,711	\$4,728,711	\$0	\$0	\$0	\$0	50.0% VOL 25.0% BOD 25.0% SS
Collection									
Manholes	\$312,786	\$312,786	\$0	\$0	\$0	\$0	\$0	\$0	100.0% VOL
Lift Station	4,224,916	4,224,916	0	0	0	0	0	0	100.0% VOL
Sewer Mains	3,584,711	3,584,711	0	0	0	0	0	0	100.0% VOL 0.0% CCD
Total Collection	\$8,122,413	\$8,122,413	\$0	\$0	\$0	\$0	\$0	\$0	
Total Plant Before General	\$28,724,481	\$19,267,059	\$4,728,711	\$4,728,711	\$0	\$0	\$0	\$0	
General Plant									
Equipment	\$1,885,452	\$1,264,674	\$310,389	\$310,389	\$0	\$0	\$0	\$0	As General Plant
Misc	15,494	10,393	2,551	2,551	0	0	0	0	As General Plant
Office Equipment	70,850	47,523	11,664	11,664	0	0	0	0	As General Plant
Buildings & Structures	4,084,460	2,739,668	672,396	672,396	0	0	0	0	As General Plant
Vehicles	430,888	289,020	70,934	70,934	0	0	0	0	As General Plant
Total General Plant	\$6,487,144	\$4,351,277	\$1,067,933	\$1,067,933	\$0	\$0	\$0	\$0	
Net Plant in Service	\$35,211,625	\$23,618,336	\$5,796,644	\$5,796,644	\$0	\$0	\$0	\$0	

Expenses FY 2023	Strength Related			Customer Related		Revenue Related (RR)	Direct Assign. (DA)	Basis of Classification	
	Volume (VOL)	Bio-Oxygen Demand (BOD)	Suspended Solids (SS)	Actual Customer (AC)	Customer Capacity Demand (CCD)				
Expenses									
Wages									
Other Earnings	\$62,010	\$41,593	\$10,208	\$10,208	\$0	\$0	\$0	\$0	As Net Plant in Service
Regular Earnings	1,654,758	1,109,935	272,411	272,411	0	0	0	0	As Net Plant in Service
Salary Savings from Vacant Positions	0	0	0	0	0	0	0	0	As Net Plant in Service
Total Wages	\$1,716,767	\$1,151,528	\$282,619	\$282,619	\$0	\$0	\$0	\$0	
Benefits									
Dental Fringe Ben	\$23,736	\$15,921	\$3,907	\$3,907	\$0	\$0	\$0	\$0	As Net Plant in Service
Disability Fringe Ben	8,461	5,675	1,393	1,393	0	0	0	0	As Net Plant in Service
Life Ins Fringe Ben	3,222	2,161	530	530	0	0	0	0	As Net Plant in Service
Medical Fringe Ben	329,523	221,029	54,247	54,247	0	0	0	0	As Net Plant in Service
Retirement Fringe Ben	301,220	202,045	49,588	49,588	0	0	0	0	As Net Plant in Service
Taxes	131,898	88,471	21,713	21,713	0	0	0	0	As Net Plant in Service
Unemployment Fringe Ben	26,769	17,956	4,407	4,407	0	0	0	0	As Net Plant in Service
Vision Fringe Ben	2,645	1,774	435	435	0	0	0	0	As Net Plant in Service
Work Comp Fringe Ben	42,770	28,688	7,041	7,041	0	0	0	0	As Net Plant in Service
Total Benefits	\$870,244	\$583,720	\$143,262	\$143,262	\$0	\$0	\$0	\$0	
Professional Services									
Audit	\$11,928	\$8,001	\$1,964	\$1,964	\$0	\$0	\$0	\$0	As Net Plant in Service
Legal	13,845	9,287	2,279	2,279	0	0	0	0	As Net Plant in Service
Professional Consultants	74,550	50,005	12,273	12,273	0	0	0	0	As Net Plant in Service
Total Professional Services	\$100,323	\$67,292	\$16,515	\$16,515	\$0	\$0	\$0	\$0	



Expenses FY 2023	Strength Related				Customer Related		Revenue Related (RR)	Direct Assign. (DA)	Basis of Classification
	Volume (VOL)	Bio-Oxygen	Suspended	Actual Customer (AC)	Capacity				
		Demand (BOD)	Solids (SS)		Demand (CCD)				
Services & Supplies									
BLDGS Maintenance Services	\$44,701	\$29,983	\$7,359	\$7,359	\$0	\$0	\$0	\$0	As Net Plant in Service
Chemical	193,600	193,600	0	0	0	0	0	0	100.0% VOL
Computer License & Fees	0	0	0	0	0	0	0	0	As Net Plant in Service
Contractual Services	19,327	12,964	3,182	3,182	0	0	0	0	As Net Plant in Service
Dues & Subscriptions	6,600	4,427	1,087	1,087	0	0	0	0	As Net Plant in Service
Employee Recruit & Retain	2,915	1,955	480	480	0	0	0	0	As Net Plant in Service
Fleet Maintenance Services	181,280	121,594	29,843	29,843	0	0	0	0	As Net Plant in Service
Fuel	41,250	27,669	6,791	6,791	0	0	0	0	As Net Plant in Service
Janitorial	11,000	7,378	1,811	1,811	0	0	0	0	As Net Plant in Service
Lab	36,520	36,520	0	0	0	0	0	0	100.0% VOL
Office Supplies	2,860	1,918	471	471	0	0	0	0	As Net Plant in Service
Operating	49,368	33,114	8,127	8,127	0	0	0	0	As Net Plant in Service
Permits & Fees	16,566	11,112	2,727	2,727	0	0	0	0	As Net Plant in Service
R&M General	0	0	0	0	0	0	0	0	As Net Plant in Service
R&M Corrective	176,000	118,053	28,974	28,974	0	0	0	0	As Net Plant in Service
R&M Preventative	56,430	37,851	9,290	9,290	0	0	0	0	As Net Plant in Service
Repairs & Maintenance	505,000	338,731	83,135	83,135	0	0	0	0	As Net Plant in Service
Safety	10,230	6,862	1,684	1,684	0	0	0	0	As Net Plant in Service
Security	3,828	2,568	630	630	0	0	0	0	As Net Plant in Service
Small Equipment	7,040	4,722	1,159	1,159	0	0	0	0	As Net Plant in Service
Tools	10,670	7,157	1,757	1,757	0	0	0	0	As Net Plant in Service
Training & Education	10,890	7,305	1,793	1,793	0	0	0	0	As Net Plant in Service
Travel & Conferences	6,600	4,427	1,087	1,087	0	0	0	0	As Net Plant in Service
Uniforms	8,910	5,976	1,467	1,467	0	0	0	0	As Net Plant in Service
Total Services & Supplies	\$1,401,585	\$1,015,885	\$192,850	\$192,850	\$0	\$0	\$0	\$0	
Utilities									
Cable TV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	As Net Plant in Service
Electricity	404,140	404,140	0	0	0	0	0	0	100.0% VOL
Heating	31,240	20,954	5,143	5,143	0	0	0	0	As Net Plant in Service
Internet	12,540	8,411	2,064	2,064	0	0	0	0	As Net Plant in Service
Telephone	34,307	23,011	5,648	5,648	0	0	0	0	As Net Plant in Service
Trash	5,940	3,984	978	978	0	0	0	0	As Net Plant in Service
Water & Sewer	26,320	17,654	4,333	4,333	0	0	0	0	As Net Plant in Service
Total Utilities	\$514,487	\$478,156	\$18,166	\$18,166	\$0	\$0	\$0	\$0	

Expenses FY 2023	Strength Related				Customer Related		Revenue Related (RR)	Direct Assign. (DA)	Basis of Classification
	Volume (VOL)	Bio-Oxygen	Suspended	Actual	Customer				
		Demand (BOD)	Solids (SS)		Capacity Demand (CCD)				
Other									
Central Services Allocation Cs	\$221,532	\$148,594	\$36,469	\$36,469	\$0	\$0	\$0	\$0	As Net Plant in Service
Defensible Space Costs	55,000	36,891	9,054	9,054	0	0	0	0	As Net Plant in Service
General Liability	104,610	70,168	17,221	17,221	0	0	0	0	As Net Plant in Service
Interfund Expense Transfers	181,289	121,600	29,844	29,844	0	0	0	0	As Net Plant in Service
Total Other	\$562,431	\$377,253	\$92,589	\$92,589	\$0	\$0	\$0	\$0	
Future O&M									
Additional Staffing Needs	\$230,000	\$154,273	\$37,863	\$37,863	\$0	\$0	\$0	\$0	As Net Plant in Service
O&M Contingency	200,000	134,151	32,925	32,925	0	0	0	0	As Net Plant in Service
Budget Savings	0	0	0	0	0	0	0	0	As Net Plant in Service
Open	0	0	0	0	0	0	0	0	As Net Plant in Service
Total Future O&M	\$430,000	\$288,424	\$70,788	\$70,788	\$0	\$0	\$0	\$0	
Total Operations & Maintenance	\$5,595,837	\$3,962,257	\$816,790	\$816,790	\$0	\$0	\$0	\$0	
Debt Service									
NV Clean Wtr Loan 2005	\$128,578	\$86,244	\$21,167	\$21,167	\$0	\$0	\$0	\$0	As Net Plant in Service
NV Clean Wtr Loan 2007	207,536	139,206	34,165	34,165	0	0	0	0	As Net Plant in Service
Assumed Revenue Bond	0	0	0	0	0	0	0	0	As Net Plant in Service
Total Debt Service	\$336,114	\$225,450	\$55,332	\$55,332	\$0	\$0	\$0	\$0	
<i>Less: Debt Service Funding</i>									
From Capital Reserve	\$336,114	\$225,450	\$55,332	\$55,332	\$0	\$0	\$0	\$0	As Debt
Total Less Debt Service Funding	\$336,114	\$225,450	\$55,332	\$55,332	\$0	\$0	\$0	\$0	
Net Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Reserve Funding									
Operating Fund Transfer	(\$963,372)	(\$963,372)	\$0	\$0	\$0	\$0	\$0	\$0	100.0% VOL
Capital Fund Transfer	3,226,570	0	0	0	0	3,226,570	0	0	100.0% CCD
Total Reserve Funding	\$2,263,198	(\$963,372)	\$0	\$0	\$0	\$3,226,570	\$0	\$0	
Total Revenue Requirement	\$7,859,035	\$2,998,885	\$816,790	\$816,790	\$0	\$3,226,570	\$0	\$0	
Less: Other Revenues									
Effluent Disposal Sales	\$75,075	\$75,075	\$0	\$0	\$0	\$0	\$0	\$0	100.0% VOL
Interest Income	38,882	14,837	4,041	4,041	0	15,963	0	0	As Net Revenue Requirement
Hunting Fees	20,020	7,639	2,081	2,081	0	8,219	0	0	As Net Revenue Requirement
Interfund Revenue Transfers	202,092	143,096	29,498	29,498	0	0	0	0	As Total O&M
Other Sewer	15,015	5,729	1,561	1,561	0	6,164	0	0	As Net Revenue Requirement
Total Other Revenues	\$351,084	\$246,376	\$37,180	\$37,180	\$0	\$30,347	\$0	\$0	
Net Revenue Requirement	\$7,507,951	\$2,752,509	\$779,609	\$779,609	\$0	\$3,196,223	\$0	\$0	

Incline Village General Improvement District
Wastewater Rate Study
Distribution of Revenue Requirement
Exhibit 13

	Net Revenue Requirement	Residential	Multi-Family	Commercial	Basis of Allocation
Volume	\$2,752,509	\$1,115,441	\$1,208,327	\$428,741	(VOL)
Strength					
Bio-Oxygen Demand	\$779,609	\$315,933	\$342,242	\$121,435	(BOD)
Suspended Solids	779,609	315,933	342,242	121,435	(SS)
Total Strength	\$1,559,219	\$631,866	\$684,483	\$242,870	
Customer					
Actual Customer	\$0	\$0	\$0	\$0	(AC)
Customer Capacity Demand	3,196,223	1,382,497	1,528,082	285,645	(CCD)
Total Customer Related	\$3,196,223	\$1,382,497	\$1,528,082	\$285,645	
Revenue Related	\$0	\$0	\$0	\$0	(RR)
Direct Assign.	\$0	\$0	\$0	\$0	(DA)
Net Revenue Requirement	\$7,507,951	\$3,129,803	\$3,420,892	\$957,256	

Incline Village General Improvement District
Wastewater Rate Study
Summary of Cost of Service Analysis
Exhibit 14

	FY 2023 Expenses	Residential	Multi-Family	Commercial
Revenues at Present Rates	\$6,528,653	\$2,861,086	\$2,970,664	\$696,903
Allocated Revenue Requirement	\$7,507,951	\$3,129,803	\$3,420,892	\$957,256
<i>Bal / (Def) of Funds</i>	(\$979,298)	(\$268,717)	(\$450,228)	(\$260,353)
Required % Change in Rates	15.0%	9.4%	15.2%	37.4%

Incline Village General Improvement District
Wastewater Rate Study
Average Unit Costs
Exhibit 15

	Total	Residential	Multi-Family	Commercial
Volume - \$ / HCF	\$8.03	\$8.46	\$8.46	\$6.30
BOD - \$ / HCF	2.27	2.40	2.40	1.79
TSS - \$ / HCF	2.27	2.40	2.40	1.79
Total - \$ / HCF	\$12.58	\$13.25	\$13.25	\$9.87
Customer - \$ / Acct.	\$63.58	\$31.16	\$493.07	\$102.06
Total - \$ / Equiv. Unit	\$149.35	\$70.54	\$69.75	\$104.41
Total - \$ / HCF	\$21.91	\$23.74	\$23.95	\$14.07
Current Average Revenues	\$19.05	\$21.70	\$20.80	\$10.25
Customer Data				
Volume	342,729	131,863	142,843	68,023
Customer	4,189	3,698	258	233
Equivalent Units	8,549	3,698	4,087	764

**Incline Village General Improvement District
Wastewater Rate Study
Rate Structure - Alt 1**

	<i>Present</i>	<i>Proposed</i>				
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Residential						
Base Charge	\$19.54	\$25.90	\$30.30	\$32.90	\$34.95	\$36.50
Capital Improvement	31.45	\$31.45	33.92	36.39	38.13	41.08
Admin Fee	3.97	\$4.23	4.44	4.66	4.89	5.14
Multi-Family						
Base Charge	\$19.54	\$25.90	\$30.30	\$32.90	\$34.95	\$36.50
Capital Improvement	31.45	31.45	33.92	36.39	38.13	41.08
Admin Fee	3.97	4.23	4.44	4.66	4.89	5.14
Commercial						
<i>Base Charge</i>						
3/4"	\$19.54	\$25.90	\$30.30	\$32.90	\$34.95	\$36.50
1"	32.63	43.25	50.60	54.94	58.37	60.96
1 1/2"	65.07	86.25	100.90	109.56	116.38	121.55
2"	104.15	138.05	161.50	175.36	186.28	194.55
3"	195.40	259.00	303.00	329.00	349.50	365.00
4"	325.73	431.75	505.10	548.44	582.62	608.46
6"	651.27	863.25	1,009.90	1,096.56	1,164.88	1,216.55
8"	1,042.07	1,381.25	1,615.90	1,754.56	1,863.88	1,946.55
10"	1,497.74	1,985.23	2,322.49	2,521.78	2,678.92	2,797.72
<i>Capital Improvement</i>						
3/4"	\$31.45	\$31.45	\$33.92	\$36.39	\$38.13	\$41.08
1"	52.52	52.52	56.65	60.77	63.68	68.60
1 1/2"	104.73	104.73	112.95	121.18	126.97	136.80
2"	167.63	167.63	180.79	193.96	203.23	218.96
3"	314.50	314.50	339.20	363.90	381.30	410.80
4"	524.27	524.27	565.45	606.62	635.63	684.80
6"	1,048.23	1,048.23	1,130.55	1,212.88	1,270.87	1,369.20
8"	1,677.23	1,677.23	1,808.95	1,940.68	2,033.47	2,190.80
10"	2,410.64	2,410.64	2,599.97	2,789.29	2,922.66	3,148.78
<i>Admin Fee</i>						
	3.97	4.23	4.44	4.66	4.89	5.14
Sewer Use						
Residential	\$3.20	\$4.00	\$4.70	\$5.10	\$5.60	\$5.70
Multi-Family	3.20	4.00	4.70	5.10	5.60	5.70
Commercial	3.20	4.70	5.50	6.00	6.40	6.55

- **2c_PW_UTILITY Rate Hearing 2022_Rate Study
Combined
Reserves (Rev 1)**

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Combined Water Sewer											
Beginning Reserve Balance (Not incl Debt + Effluent)	\$4,922,237	\$4,452,493	\$4,212,714	\$5,645,036	\$7,343,607	\$6,725,987	\$7,602,769	\$8,239,902	\$8,537,930	\$9,057,178	\$9,494,797
Operating Fund											
Beginning Balance	\$3,942,237	\$4,065,160	\$2,505,030	\$2,622,276	\$3,070,177	\$3,505,251	\$3,824,746	\$4,041,609	\$4,103,486	\$4,163,483	\$4,209,793
Plus: Additions	280,583	0	127,353	447,901	435,075	353,438	216,863	77,607	68,547	51,986	28,129
Bal. / (Def.) of Funds	0	(0)	0	0	0	0	0	0	0	0	0
Less: Uses of Funds	(157,660)	(1,560,130)	(10,106)	0	0	(33,943)	0	(15,730)	(8,550)	(5,676)	(7,880)
Ending Balance	\$4,065,160	\$2,505,030	\$2,622,276	\$3,070,177	\$3,505,251	\$3,824,746	\$4,041,609	\$4,103,486	\$4,163,483	\$4,209,793	\$4,230,042
<i>Minimum: 25% of O&M</i>	<i>\$1,827,274</i>	<i>\$2,714,838</i>	<i>\$2,601,825</i>	<i>\$2,779,132</i>	<i>\$2,899,789</i>	<i>\$3,049,189</i>	<i>\$3,185,185</i>	<i>\$3,337,936</i>	<i>\$3,499,059</i>	<i>\$3,669,088</i>	<i>\$3,848,595</i>
Capital Fund											
Beginning Balance	\$980,000	\$387,333	\$1,707,684	\$3,022,760	\$4,273,430	\$3,220,736	\$3,778,023	\$4,198,293	\$4,434,444	\$4,893,695	\$5,285,004
Plus: Additions	4,827,967	4,832,795	5,712,628	5,817,466	5,997,308	4,852,155	4,857,008	4,861,865	4,866,726	4,871,593	4,876,465
Plus: Connection Fees	51,500	51,552	51,603	51,655	51,706	51,758	51,810	51,862	51,913	51,965	52,017
Less: Transfer to Debt Reserve	0	0	(875,000)	(975,000)	(1,145,000)	0	0	0	0	0	0
Less: Uses of Funds	(5,472,134)	(3,563,996)	(3,574,155)	(3,643,450)	(5,956,709)	(4,346,627)	(4,488,547)	(4,677,576)	(4,459,389)	(4,532,250)	(4,331,192)
Ending Balance	\$387,333	\$1,707,684	\$3,022,760	\$4,273,430	\$3,220,736	\$3,778,023	\$4,198,293	\$4,434,444	\$4,893,695	\$5,285,004	\$5,882,294
<i>Target Minimum: Dep Exp</i>	<i>\$3,682,900</i>	<i>\$3,782,338</i>	<i>\$3,884,461</i>	<i>\$3,989,342</i>	<i>\$4,097,054</i>	<i>\$4,207,675</i>	<i>\$4,321,282</i>	<i>\$4,437,956</i>	<i>\$4,557,781</i>	<i>\$4,680,841</i>	<i>\$4,807,224</i>
Effluent Reserve Fund											
Beginning Balance	\$11,560,000	\$10,560,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plus: Additions	0	822,241	1,000,000	0	0	0	0	0	0	0	0
Less: Uses of Funds	(1,000,000)	(11,382,241)	(1,000,000)	0	0	0	0	0	0	0	0
Ending Balance	\$10,560,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Reserve Fund											
Beginning Balance	\$0	\$0	\$0	\$875,000	\$1,850,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000
Plus: Additions	0	0	875,000	975,000	1,145,000	0	0	0	0	0	0
Less: Uses of Funds	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	\$0	\$0	\$875,000	\$1,850,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000

- **3a_PW_Utility Rate Hearing 2022_Water Rate Study
(Rev
1_No
Contingency)**

**Incline Village General Improvement District
Water Rate Study
Revenue Requirement Summary
Exhibit 1**

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Revenue											
Rate Revenues	\$5,128,528	\$5,131,625	\$5,134,726	\$5,137,826	\$5,140,930	\$5,144,038	\$5,147,149	\$5,150,264	\$5,153,379	\$5,156,497	\$5,159,619
Non-Operating Revenues	273,106	291,157	294,029	306,530	315,530	320,165	323,188	326,229	328,445	329,443	330,134
Total Revenues	\$5,401,634	\$5,422,783	\$5,428,754	\$5,444,356	\$5,456,460	\$5,464,202	\$5,470,336	\$5,476,493	\$5,481,824	\$5,485,940	\$5,489,754
Expenses											
Total Operations & Maintenance	\$3,516,431	\$5,136,617	\$5,162,482	\$5,595,254	\$5,814,993	\$6,263,733	\$6,356,616	\$6,653,669	\$6,966,794	\$7,297,011	\$7,645,417
Net Debt Service	0	0	0	0	0	0	0	0	0	0	0
Reserve Funding	1,885,203	1,107,225	1,683,457	1,857,170	2,294,267	2,088,826	2,244,942	2,204,441	2,197,490	2,183,058	2,161,350
Total Revenue Requirement	\$5,401,634	\$6,243,843	\$6,845,939	\$7,452,424	\$8,109,260	\$8,352,559	\$8,601,558	\$8,858,110	\$9,164,284	\$9,480,069	\$9,806,767
Bal. / Def.) of Funds	\$0	(\$821,060)	(\$1,417,184)	(\$2,008,068)	(\$2,652,800)	(\$2,888,357)	(\$3,131,221)	(\$3,381,618)	(\$3,682,459)	(\$3,994,129)	(\$4,317,013)
Bal. / (Def.) as a % of Rate Rev.	0.0%	16.0%	27.6%	39.1%	51.6%	56.1%	60.8%	65.7%	71.5%	77.5%	83.7%
Proposed Rate Adjustment	0.0%	16.0%	10.0%	9.0%	9.0%	3.0%	3.0%	3.0%	3.5%	3.5%	3.5%
Add'l Revenue from Adj.	\$0	\$821,060	\$1,417,184	\$2,008,068	\$2,652,800	\$2,888,357	\$3,131,221	\$3,381,618	\$3,682,459	\$3,994,129	\$4,317,013
Total Bal / (Def.) of Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Additional Rate Increase Needed	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Avg Res Mo Bill (Fees + 10,000 gal)	\$47.59	\$56.76	\$63.39	\$69.16	\$75.59	\$77.10	\$79.41	\$81.79	\$84.66	\$87.62	\$90.69

Incline Village General Improvement District
 Water Rate Study
 Exhibit 2
 Escalation Factors

	<i>Budgeted</i>	<i>Proposed</i>									
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Revenues											
Customer Growth	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
<i>Single Family - Cust Growth</i>	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
<i>Multi-Family - Cust Growth</i>	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
<i>Commercial - Cust Growth</i>	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
<i>Irrigation - Cust Growth</i>	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
<i>IVGID - Cust Growth</i>	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
Consump Growth											
<i>Single Family - Cons Growth</i>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<i>Multi-Family - Cons Growth</i>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<i>Commercial - Cons Growth</i>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<i>Irrigation - Cons Growth</i>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<i>IVGID - Cons Growth</i>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Misc Revenues	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%
Expenses											
Labor	Budgeted	6.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Benefits - Medical	Budgeted	5.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Benefits - Other	Budgeted	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Professional / Special Srvcs	Budgeted	6.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Materials & Supplies	Budgeted	10.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Equipment	Budgeted	10.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Miscellaneous	Budgeted	10.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Utilities	Budgeted	10.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Water and Sewer	Budgeted	17.5%	12.3%	8.8%	8.5%	3.3%	3.3%	3.3%	3.3%	3.3%	3.3%
Insurance	Budgeted	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Flat	Budgeted	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Rate Revenue Adj	0.0%	16.0%	10.0%	9.0%	9.0%	3.0%	3.0%	3.0%	3.5%	3.5%	3.5%
Interest	0.7%	0.8%	0.9%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%

Incline Village General Improvement District
 Water Rate Study
 Exhibit 3
 Revenue Requirement

	Budgeted	Proposed										Notes
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Revenues												
<i>Rate Revenues</i>												
Residential	\$2,427,652	\$2,429,076	\$2,430,501	\$2,431,926	\$2,433,350	\$2,434,779	\$2,436,208	\$2,437,640	\$2,439,073	\$2,440,505	\$2,441,941	
Multi Family	1,798,519	1,799,909	1,801,301	1,802,694	1,804,090	1,805,486	1,806,885	1,808,284	1,809,684	1,811,086	1,812,489	
Commercial	354,852	355,041	355,231	355,421	355,610	355,800	355,989	356,179	356,369	356,558	356,748	
Irrigation	177,834	177,882	177,930	177,979	178,027	178,075	178,124	178,172	178,220	178,269	178,317	
Commercial - IVGID	39,760	39,799	39,838	39,876	39,915	39,953	39,992	40,031	40,069	40,108	40,147	
Irrigation - IVGID	219,561	219,568	219,574	219,581	219,587	219,594	219,601	219,607	219,614	219,621	219,627	
Snowmaking - IVGID	110,350	110,350	110,350	110,350	110,350	110,350	110,350	110,350	110,350	110,350	110,350	
Total Rate Revenues	\$5,128,528	\$5,131,625	\$5,134,726	\$5,137,826	\$5,140,930	\$5,144,038	\$5,147,149	\$5,150,264	\$5,153,379	\$5,156,497	\$5,159,619	
<i>Non-Operating Revenues</i>												
Interest	\$1,500	\$19,280	\$21,879	\$34,108	\$42,836	\$47,198	\$49,948	\$52,716	\$54,659	\$55,382	\$55,800	Calculated
Snow Removal Fees	100,100	100,200	100,300	100,401	100,501	100,602	100,702	100,803	100,904	101,005	101,106	As Misc Revenues
Work Order Charges Labor	120,000	120,120	120,240	120,360	120,481	120,601	120,722	120,843	120,963	121,084	121,205	As Misc Revenues
Work Order Chgs Eq & Materials	21,300	21,321	21,343	21,364	21,385	21,407	21,428	21,450	21,471	21,492	21,514	As Misc Revenues
Back Flows Tests	120,000	120,120	120,240	120,360	120,481	120,601	120,722	120,843	120,963	121,084	121,205	As Misc Revenues
Fines & Penalties	25,200	25,225	25,250	25,276	25,301	25,326	25,352	25,377	25,402	25,428	25,453	As Misc Revenues
Fire Protection	18,096	18,114	18,132	18,150	18,168	18,187	18,205	18,223	18,241	18,260	18,278	As Misc Revenues
Inspection/Plan Fees	40,000	40,040	40,080	40,120	40,160	40,200	40,241	40,281	40,321	40,361	40,402	As Misc Revenues
Other Water	28,800	28,829	28,858	28,886	28,915	28,944	28,973	29,002	29,031	29,060	29,089	As Misc Revenues
Interfund Revenue Transfers	(201,890)	(202,092)	(202,294)	(202,496)	(202,699)	(202,901)	(203,104)	(203,307)	(203,511)	(203,714)	(203,918)	As Misc Revenues
Total Non-Operating Revenues	\$273,106	\$291,157	\$294,029	\$306,530	\$315,530	\$320,165	\$323,188	\$326,229	\$328,445	\$329,443	\$330,134	
Total Revenues	\$5,401,634	\$5,422,783	\$5,428,754	\$5,444,356	\$5,456,460	\$5,464,202	\$5,470,336	\$5,476,493	\$5,481,824	\$5,485,940	\$5,489,754	

	Budgeted	Proposed										Notes
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Expenses												
Wages												
Other Earnings	\$50,755	\$54,054	\$56,757	\$59,595	\$62,574	\$65,703	\$68,988	\$72,438	\$76,060	\$79,862	\$83,856	As Labor
Regular Earnings	1,379,813	1,469,501	1,542,976	1,620,125	1,701,131	1,786,187	1,875,497	1,969,272	2,067,735	2,171,122	2,279,678	As Labor
Salary Savings from Vacant Positions	(69,152)	0	0	0	0	0	0	0	0	0	0	As Labor
Total Wages	\$1,361,416	\$1,523,555	\$1,599,733	\$1,679,719	\$1,763,705	\$1,851,891	\$1,944,485	\$2,041,709	\$2,143,795	\$2,250,985	\$2,363,534	
Benefits												
Dental Fringe Ben	\$19,443	\$20,415	\$22,457	\$24,702	\$27,173	\$29,890	\$32,879	\$36,167	\$39,783	\$43,762	\$48,138	As Benefits - Medical
Disability Fringe Ben	7,099	7,525	7,976	8,455	8,962	9,500	10,070	10,674	11,315	11,994	12,713	As Benefits - Other
Life Ins Fringe Ben	2,691	2,826	3,108	3,419	3,761	4,137	4,551	5,006	5,506	6,057	6,662	As Benefits - Medical
Medical Fringe Ben	269,219	282,680	310,948	342,043	376,247	413,872	455,259	500,785	550,864	605,950	666,545	As Benefits - Medical
Retirement Fringe Ben	252,759	267,925	284,000	301,040	319,102	338,249	358,543	380,056	402,859	427,031	452,653	As Benefits - Other
Taxes	114,255	121,110	128,377	136,080	144,244	152,899	162,073	171,797	182,105	193,031	204,613	As Benefits - Other
Unemployment Fringe Ben	22,439	23,785	25,212	26,725	28,329	30,028	31,830	33,740	35,764	37,910	40,185	As Benefits - Other
Vision Fringe Ben	2,172	2,303	2,441	2,587	2,743	2,907	3,082	3,267	3,463	3,670	3,891	As Benefits - Other
Work Comp Fringe Ben	35,813	37,962	40,239	42,654	45,213	47,926	50,801	53,850	57,080	60,505	64,136	As Benefits - Other
Total Benefits	\$725,891	\$766,531	\$824,759	\$887,705	\$955,774	\$1,029,408	\$1,109,088	\$1,195,341	\$1,288,740	\$1,389,910	\$1,499,536	
Services & Supplies												
Advertising - Paid	\$1,000	\$1,100	\$1,133	\$1,167	\$1,202	\$1,238	\$1,275	\$1,313	\$1,353	\$1,393	\$1,435	As Materials & Supplies
BLDGS Maintenance Services	77,304	85,034	87,585	90,213	92,919	95,707	98,578	101,536	104,582	107,719	110,951	As Materials & Supplies
Chemical	171,879	189,067	194,739	200,581	206,599	212,797	219,181	225,756	232,529	239,505	246,690	As Materials & Supplies
Computer & IT Small Equip	3,000	3,300	3,399	3,501	3,606	3,714	3,826	3,940	4,059	4,180	4,306	As Materials & Supplies
Computer License & Fees	78,474	86,321	88,911	91,578	94,326	97,155	100,070	103,072	106,164	109,349	112,630	As Materials & Supplies
Contractual Services	35,043	38,547	39,704	40,895	42,121	43,385	44,687	46,027	47,408	48,830	50,295	As Materials & Supplies
Dues & Subscriptions	8,238	9,062	9,334	9,614	9,902	10,199	10,505	10,820	11,145	11,479	11,824	As Materials & Supplies
Employee Recruit & Retain	14,950	16,445	16,938	17,447	17,970	18,509	19,064	19,636	20,225	20,832	21,457	As Materials & Supplies
Fleet Maintenance Services	186,260	204,886	211,033	217,364	223,884	230,601	237,519	244,645	251,984	259,543	267,330	As Materials & Supplies
Fuel	38,880	42,768	44,479	46,258	48,108	50,033	52,034	54,115	56,280	58,531	60,872	As Utilities
Janitorial	21,000	23,100	23,793	24,507	25,242	25,999	26,779	27,583	28,410	29,262	30,140	As Materials & Supplies
Lab	17,600	19,360	19,941	20,539	21,155	21,790	22,444	23,117	23,810	24,525	25,260	As Materials & Supplies
Office Supplies	11,696	12,866	13,252	13,649	14,059	14,480	14,915	15,362	15,823	16,298	16,787	As Materials & Supplies
Operating	59,640	65,604	67,572	69,599	71,687	73,838	76,053	78,335	80,685	83,105	85,598	As Materials & Supplies
Permits & Fees	16,972	18,669	19,229	19,806	20,400	21,012	21,643	22,292	22,961	23,650	24,359	As Materials & Supplies
Postage	18,600	20,460	21,074	21,706	22,357	23,028	23,719	24,430	25,163	25,918	26,696	As Materials & Supplies
R&M General	71,520	78,672	81,032	83,463	85,967	88,546	91,202	93,938	96,757	99,659	102,649	As Materials & Supplies
R&M Corrective	141,500	155,650	160,320	165,129	170,083	175,185	180,441	185,854	191,430	197,173	203,088	As Materials & Supplies
R&M Preventative	95,700	105,270	108,428	111,681	115,031	118,482	122,037	125,698	129,469	133,353	137,353	As Materials & Supplies
Rental & Lease	960	1,056	1,088	1,120	1,154	1,189	1,224	1,261	1,299	1,338	1,378	As Materials & Supplies
Repairs & Maintenance	549,475	520,000	329,750	535,000	515,000	711,250	537,866	554,002	570,622	587,741	605,373	As Materials & Supplies
Safety	6,300	6,930	7,138	7,352	7,573	7,800	8,034	8,275	8,523	8,779	9,042	As Materials & Supplies
Security	6,600	7,260	7,478	7,702	7,933	8,171	8,416	8,669	8,929	9,197	9,473	As Materials & Supplies
Small Equipment	9,800	10,780	11,103	11,437	11,780	12,133	12,497	12,872	13,258	13,656	14,065	As Materials & Supplies
Tools	7,000	7,700	7,931	8,169	8,414	8,666	8,926	9,194	9,470	9,754	10,047	As Materials & Supplies
Training & Education	15,800	17,380	17,901	18,438	18,992	19,561	20,148	20,753	21,375	22,016	22,677	As Materials & Supplies
Travel & Conferences	19,200	21,120	21,754	22,406	23,078	23,771	24,484	25,218	25,975	26,754	27,557	As Materials & Supplies
Uniforms	12,100	13,310	13,709	14,121	14,544	14,981	15,430	15,893	16,370	16,861	17,367	As Materials & Supplies
Total Services & Supplies	\$1,696,491	\$1,781,718	\$1,629,747	\$1,874,442	\$1,895,088	\$2,133,221	\$2,002,997	\$2,063,607	\$2,126,056	\$2,190,401	\$2,256,698	

Incline Village General Improvement District
 Water Rate Study
 Exhibit 3
 Revenue Requirement

	Budgeted	Proposed										Notes
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Other												
Central Services Allocation Cs	\$214,819	\$236,301	\$243,390	\$250,692	\$258,212	\$265,959	\$273,938	\$282,156	\$290,620	\$299,339	\$308,319	As Materials & Supplies
Defensible Space Costs	50,000	55,000	56,650	58,350	60,100	61,903	63,760	65,673	67,643	69,672	71,763	As Materials & Supplies
General Liability - Insurance	115,900	119,377	122,958	126,647	130,446	134,360	138,391	142,542	146,819	151,223	155,760	As Insurance
Audit	5,850	6,435	6,628	6,827	7,032	7,243	7,460	7,684	7,914	8,152	8,396	As Materials & Supplies
Legal	12,000	13,200	13,596	14,004	14,424	14,857	15,302	15,761	16,234	16,721	17,223	As Materials & Supplies
Professional Consultants	70,000	74,550	78,278	82,191	86,301	90,616	95,147	99,904	104,899	110,144	115,652	As Professional / Special Srvc
Interfund Expense Transfers	(164,808)	(181,289)	(186,727)	(192,329)	(198,099)	(204,042)	(210,163)	(216,468)	(222,962)	(229,651)	(236,541)	As Miscellaneous
Total Other	\$303,761	\$323,574	\$334,772	\$346,381	\$358,416	\$370,895	\$383,834	\$397,252	\$411,168	\$425,601	\$440,571	
Utilities												
Cable TV	\$1,800	\$1,980	\$2,059	\$2,142	\$2,227	\$2,316	\$2,409	\$2,505	\$2,606	\$2,710	\$2,818	As Utilities
Electricity	409,100	450,010	468,010	486,731	506,200	526,448	547,506	569,406	592,182	615,870	640,505	As Utilities
Heating	11,200	12,320	12,813	13,325	13,858	14,413	14,989	15,589	16,212	16,861	17,535	As Utilities
Internet	11,400	12,540	13,042	13,563	14,106	14,670	15,257	15,867	16,502	17,162	17,848	As Utilities
Telephone	21,066	23,173	24,100	25,063	26,066	27,109	28,193	29,321	30,494	31,713	32,982	As Utilities
Trash	7,100	7,810	8,122	8,447	8,785	9,137	9,502	9,882	10,277	10,689	11,116	As Utilities
Water & Sewer	2,900	3,408	3,825	4,160	4,513	4,660	4,811	4,968	5,129	5,296	5,468	As Water and Sewer
Total Utilities	\$464,566	\$511,240	\$531,971	\$553,431	\$575,756	\$598,752	\$622,667	\$647,538	\$673,402	\$700,300	\$728,272	
Future O&M												
Additional Staffing Needs	\$0	\$230,000	\$241,500	\$253,575	\$266,254	\$279,566	\$293,545	\$308,222	\$323,633	\$339,815	\$356,805	As Labor
One-Time Inflation Contingency	0	0	0	0	0	0	0	0	0	0	0	As Labor
Budget Savings	(1,035,694)	0	0	0	0	0	0	0	0	0	0	
Open	0	0	0	0	0	0	0	0	0	0	0	As Labor
Total Future O&M	(\$1,035,694)	\$230,000	\$241,500	\$253,575	\$266,254	\$279,566	\$293,545	\$308,222	\$323,633	\$339,815	\$356,805	
Total Operations & Maintenance	\$3,516,431	\$5,136,617	\$5,162,482	\$5,595,254	\$5,814,993	\$6,263,733	\$6,356,616	\$6,653,669	\$6,966,794	\$7,297,011	\$7,645,417	
Debt Service												
NV DWSRF 2012	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	\$193,372	Existing Debt
NV Drk Wtr Loan 2005	113,648	113,648	113,648	113,648	56,824	0	0	0	0	0	0	Existing Debt
New SRF Loans	0	0	0	0	0	0	0	0	0	0	0	Calc @ 2.4% for 20 Yrs
New Revenue Bonds	0	0	72,285	145,866	295,648	295,648	295,648	295,648	295,648	295,648	295,648	Calc @ 4.6% for 20 Yrs
Total Debt Service	\$307,020	\$307,020	\$379,304	\$452,886	\$545,844	\$489,020	\$489,020	\$489,020	\$489,020	\$489,020	\$489,020	
<i>Less Capital Reserve Funding</i>	<i>\$307,020</i>	<i>\$307,020</i>	<i>\$379,304</i>	<i>\$452,886</i>	<i>\$545,844</i>	<i>\$489,020</i>	<i>\$489,020</i>	<i>\$489,020</i>	<i>\$489,020</i>	<i>\$489,020</i>	<i>\$489,020</i>	
Net Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

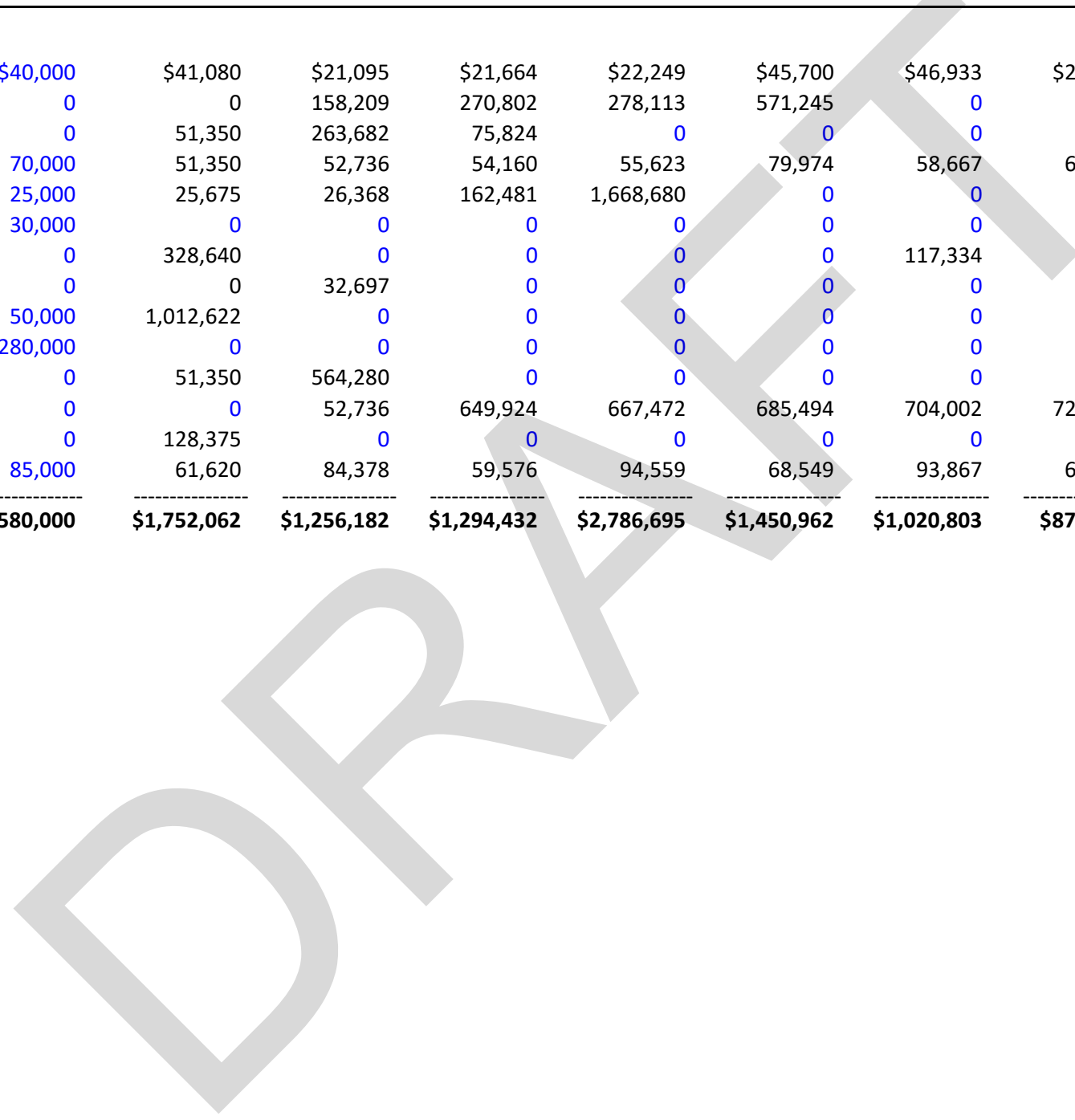
Incline Village General Improvement District
 Water Rate Study
 Exhibit 3
 Revenue Requirement

	Budgeted	Proposed										Notes
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Reserve Funding												
Operating Fund Transfer	\$280,583	(\$499,000)	\$75,626	\$247,731	\$183,219	(\$23,833)	\$130,670	\$88,555	\$79,987	\$63,938	\$40,612	
Capital Fund Transfer	1,604,620	1,606,225	1,607,831	1,609,439	1,611,048	1,612,659	1,614,272	1,615,886	1,617,502	1,619,120	1,620,739	As Customer Growth
Additional Capital Funding	0	0	0	0	500,000	500,000	500,000	500,000	500,000	500,000	500,000	
Debt Reserve Fund	0	0	0	0	0	0	0	0	0	0	0	
Total Reserve Funding	\$1,885,203	\$1,107,225	\$1,683,457	\$1,857,170	\$2,294,267	\$2,088,826	\$2,244,942	\$2,204,441	\$2,197,490	\$2,183,058	\$2,161,350	
Total Revenue Requirement	\$5,401,634	\$6,243,843	\$6,845,939	\$7,452,424	\$8,109,260	\$8,352,559	\$8,601,558	\$8,858,110	\$9,164,284	\$9,480,069	\$9,806,767	
Bal/(Def.) of Funds	\$0	(\$821,060)	(\$1,417,184)	(\$2,008,068)	(\$2,652,800)	(\$2,888,357)	(\$3,131,221)	(\$3,381,618)	(\$3,682,459)	(\$3,994,129)	(\$4,317,013)	
Rate Adj. as a % of Rate Rev.	0.0%	16.0%	27.6%	39.1%	51.6%	56.1%	60.8%	65.7%	71.5%	77.5%	83.7%	
Proposed Rate Adjustment	0.0%	16.0%	10.0%	9.0%	9.0%	3.0%	3.0%	3.0%	3.5%	3.5%	3.5%	
<i>Effective Months</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	<i>12</i>	
Add'l Revenue from Adj.	\$0	\$821,060	\$1,417,184	\$2,008,068	\$2,652,800	\$2,888,357	\$3,131,221	\$3,381,618	\$3,682,459	\$3,994,129	\$4,317,013	
Total Bal / (Def.) of Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Additional Rate Increase Needed	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
DSC Ratio												
Before Rate Adjustm	6.14	0.93	0.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
After Rate Adjustment	6.14	3.61	4.44	4.10	4.20	4.27	4.59	4.51	4.49	4.46	4.42	
Avg Res Mo Bill (Fees + 10,000 gal)	\$47.59											
After Proposed Rate Adjustment	\$47.59	\$56.76	\$63.39	\$69.16	\$75.59	\$77.10	\$79.41	\$81.79	\$84.66	\$87.62	\$90.69	
Annual \$ Change		9.17	6.63	5.77	6.43	1.51	2.31	2.38	2.86	2.96	3.07	
Cumulative Change		9.17	15.80	21.57	28.00	29.51	31.82	34.20	37.07	40.03	43.10	

Incline Village General Improvement District
 Water Rate Study
 Exhibit 4
 Capital Improvement Plan

Inflation	2.7%
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	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total
Capital Improvements - Water												
Replace Commercial Water Meters, Vaults and Lids	\$40,000	\$41,080	\$21,095	\$21,664	\$22,249	\$45,700	\$46,933	\$24,100	\$24,751	\$25,419	\$0	\$312,992
Residential meter and electronics replacement	0	0	158,209	270,802	278,113	571,245	0	0	0	0	0	1,278,369
SCADA Management Servers/Network - BCDP	0	51,350	263,682	75,824	0	0	0	0	99,004	0	0	489,861
Water Pumping Station Improvements	70,000	51,350	52,736	54,160	55,623	79,974	58,667	60,251	61,878	63,548	104,423	712,610
Burnt Cedar Water Disinfection Plant Improvements	25,000	25,675	26,368	162,481	1,668,680	0	0	0	0	0	0	1,908,204
Removal of Washoe 1 Water Intake Line	30,000	0	0	0	0	0	0	0	0	0	0	30,000
Water Pump Station 2-1 Improvements	0	328,640	0	0	0	0	117,334	0	0	0	0	445,974
2013 Mid Size Truck #630 Compliance	0	0	32,697	0	0	0	0	0	0	0	45,685	78,381
Watermain Replacement - Crystal Peak Road	50,000	1,012,622	0	0	0	0	0	0	0	0	0	1,062,622
Watermain Replacement - Slott Pk Ct	280,000	0	0	0	0	0	0	0	0	0	0	280,000
Watermain Replacement - Alder Avenue	0	51,350	564,280	0	0	0	0	0	0	0	0	615,630
Watermain Replacement - Future	0	0	52,736	649,924	667,472	685,494	704,002	723,010	742,531	762,580	783,169	5,770,919
R6-1 Tank Road Construction	0	128,375	0	0	0	0	0	0	0	0	0	128,375
Water Reservoir Coatings and Site Improvements	85,000	61,620	84,378	59,576	94,559	68,549	93,867	66,276	105,192	76,258	104,423	899,698
Total Capital Improvements - Water	\$580,000	\$1,752,062	\$1,256,182	\$1,294,432	\$2,786,695	\$1,450,962	\$1,020,803	\$873,637	\$1,033,356	\$927,805	\$1,037,699	\$14,013,634



	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total
Capital Improvements - Shared (50% Water)												
Paint Interior Building #A	\$0	\$25,162	\$0	\$0	\$0	\$0	\$0	\$0	\$34,775	\$0	\$0	\$59,937
New Carpet Building #A	0	24,135	0	0	0	0	28,817	0	0	0	0	52,952
Replace Public Works Front Security Gate	0	0	0	42,960	0	0	0	0	0	0	0	42,960
Replace Roof Public Works #B	30,000	0	0	0	0	0	0	0	0	0	0	30,000
Building B Replacement	0	0	0	0	0	0	0	0	61,878	0	0	61,878
Rain Gutters Building C	0	25,675	0	0	0	0	0	0	0	0	0	25,675
Loader Tire Chains - 2 Sets	10,000	0	0	0	11,514	0	0	0	13,366	0	0	34,879
2002 Caterpillar 950G Loader #523	132,500	0	0	0	0	0	0	0	0	0	186,003	318,503
2002 Caterpillar 950G Loader #525	132,500	0	0	0	0	0	0	0	0	0	0	132,500
2018 MultiHog MX120 Snowblower #783	0	0	0	0	97,896	0	0	0	0	0	0	97,896
1997 Forklift #315	0	0	18,985	0	0	0	0	0	0	0	0	18,985
2013 Trackless Snowblower #687	0	89,863	0	0	0	0	0	0	0	117,564	0	207,427
2001 105KW Mobile Generator #313	0	25,675	0	0	0	0	0	0	0	0	0	25,675
2020 Vac-Con Truck #807	0	0	0	0	0	271,341	0	0	0	0	0	271,341
2004 Freightliner Vactor Truck #534	0	0	0	0	211,366	0	0	0	0	0	0	211,366
2020 Chevy Dump Truck #829	0	0	0	0	0	0	0	0	49,502	0	0	49,502
2001 Peterbilt Bin Truck #468	0	0	0	102,905	0	0	0	0	0	0	0	102,905
Snowplow #300A	9,500	0	0	0	0	0	0	0	0	0	13,705	23,205
Snowplow #307A	9,500	0	0	0	0	0	0	0	0	0	0	9,500
Slurry Liquidator #326	0	0	0	0	0	23,421	0	0	0	0	0	23,421
2004 9' Western Snow Plow #542A	0	0	0	0	0	0	4,693	0	0	0	0	4,693
2019 Sander/Spreader #808	0	0	0	5,416	0	0	0	0	7,425	0	0	12,841
2012 Snowplow #669B	0	0	0	38,995	0	0	0	0	0	0	5,221	44,217
2017 Caterpillar 420F2 Backhoe #755	0	0	0	0	0	79,974	0	0	0	0	0	79,974
2013 Chevy Equinox #691	0	0	19,512	0	0	0	0	0	0	0	0	19,512
2009 Chevrolet 1/2 ton Pick-up #826 Compliance Dept.	0	0	0	0	0	0	18,187	0	0	0	0	18,187
2013 1/2 Ton Pick-Up #677 Treatment	0	0	19,512	0	0	0	0	0	0	0	0	19,512
2003 GMC 3/4-Ton Pick-up #702	0	0	0	18,415	0	0	0	0	0	0	0	18,415
2005 Chevy 1/2-Ton Pick-up #553	0	0	0	17,331	0	0	0	0	0	0	0	17,331
2009 Chevrolet 1/2 Ton Pick-up Truck #631	0	0	0	17,331	0	0	0	0	0	0	0	17,331
2009 Chevrolet 1/2 Ton Pick-up Truck #632 Engineering	0	0	0	0	17,799	0	0	0	0	0	0	17,799
2012 Extend-A-Cab Pick-up #678 Pipeline Dept.	0	16,432	0	0	0	0	0	0	0	21,606	0	38,038
2004 3/4-Ton Service Truck w/liftgate & crane #703	0	0	0	31,413	0	0	0	0	0	0	0	31,413
2013 1-Ton Flatbed #679 Pipeline Dept.	0	0	23,204	0	0	0	0	0	0	0	0	23,204
2012 1-Ton Service Truck w/ Liftgate #668 Treatment	0	22,081	0	0	0	0	0	0	0	0	0	22,081
2013 1-Ton Service Truck #680 Utilities Electrician	0	0	23,204	0	0	0	0	0	0	0	0	23,204
2004 GMC 1-Ton Flatbed #825 Pipeline Dept.	0	0	0	0	0	0	0	0	39,602	0	0	39,602
2008 Chevrolet Service Truck #810	0	0	0	0	0	0	0	0	21,038	0	0	21,038
2008 Chevrolet Service Truck #680	0	23,108	0	0	0	0	0	0	0	0	0	23,108
2011 Chevrolet Service Truck #647 Treatment	0	0	0	0	0	0	0	0	0	31,139	0	31,139
Public Works Billing Software Replacement	5,000	51,350	52,736	27,080	0	0	0	0	0	0	0	136,167
Large Format Printer Replacement	0	0	15,294	0	0	0	0	0	0	0	0	15,294
Adjust Utility Facilities in NDOT/Washoe County Right of	90,000	30,810	31,642	32,496	33,374	34,275	35,200	129,539	37,127	38,129	39,158	531,750
Pavement Maintenance, Utility Facilities	78,750	92,430	6,592	140,817	144,619	7,141	39,600	7,531	191,821	197,000	8,158	914,458
Pavement Maintenance, Reservoir 3-1 WPS 4-2/5-1	65,000	46,215	0	0	0	0	0	0	0	0	0	111,215
Utilities System and Plant Controls Master Plan	0	128,375	0	0	0	0	0	0	0	0	0	128,375
Utilities System and Plant Controls Upgrade	0	0	131,841	135,401	139,057	142,811	0	0	0	0	0	549,110
Total Capital Improvements - Shared (50% Water)	\$562,750	\$601,309	\$342,523	\$610,560	\$655,624	\$558,963	\$126,497	\$137,071	\$456,533	\$405,438	\$252,246	\$4,709,514

Incline Village General Improvement District
 Water Rate Study
 Exhibit 4
 Capital Improvement Plan

Inflation	2.7%
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	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total
Less R&M Funded Items (O&M)	0	(520,000)	(329,750)	(535,000)	(515,000)	(711,250)	0	0	0	0	0	(\$2,611,000)
Future Unidentified Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000	\$175,000	\$300,000	\$400,000	\$1,675,000
To Capital Reserves	\$0	\$0	\$75,000	\$75,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Total Capital Improvement Projects	\$1,142,750	\$1,833,371	\$1,343,955	\$1,444,992	\$3,077,320	\$1,298,675	\$1,547,300	\$1,410,708	\$1,664,889	\$1,633,244	\$1,689,945	\$18,087,149
<i>Less: Outside Funding Sources</i>												
Operating Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Fund	1,142,750	1,833,371	343,955	444,992	577,320	798,675	1,047,300	910,708	1,164,889	1,133,244	1,189,945	10,587,149
Grant Funding	0	0	0	0	0	0	0	0	0	0	0	0
Debt Reserve Fund	0	0	0	0	0	0	0	0	0	0	0	0
New SRF Loans	0	0	0	0	0	0	0	0	0	0	0	0
New Revenue Bonds	0	0	1,000,000	1,000,000	2,000,000	0	0	0	0	0	0	4,000,000
Total Outside Funding Sources	\$1,142,750	\$1,833,371	\$1,343,955	\$1,444,992	\$2,577,320	\$798,675	\$1,047,300	\$910,708	\$1,164,889	\$1,133,244	\$1,189,945	\$14,587,149
Rate Funded Capital	\$0	\$0	\$0	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,500,000

- **3b_PW_UTILITY Rate Hearing 2022_Wastewater Rate Study (Rev 1_No Contingency)**

**Incline Village General Improvement District
Wastewater Rate Study
Summary of the Revenue Requirement
Exhibit 1**

	<i>Budget</i>	<i>Projected</i>								
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Revenues										
Rate Revenues	\$6,522,131	\$6,528,653	\$6,535,182	\$6,541,717	\$6,548,258	\$6,554,807	\$6,561,362	\$6,567,923	\$6,574,491	\$6,581,065
Miscellaneous Revenues	384,390	350,274	332,465	334,723	338,291	343,897	347,799	348,730	348,731	348,925
Total Revenues	\$6,906,521	\$6,878,927	\$6,867,647	\$6,876,440	\$6,886,549	\$6,898,704	\$6,909,161	\$6,916,653	\$6,923,222	\$6,929,990
Expenses										
Total O&M Expenses	\$3,840,833	\$5,395,837	\$5,315,537	\$5,597,923	\$5,863,819	\$6,018,827	\$6,471,202	\$6,789,219	\$7,124,876	\$7,479,299
Additional Capital Funding	0	0	250,000	500,000	675,000	975,000	1,150,000	1,325,000	1,375,000	1,425,000
Net Debt Service	0	0	0	0	0	0	0	0	0	0
Reserve Funding	3,065,687	2,364,458	3,435,712	3,838,180	4,131,581	4,523,510	4,442,537	4,559,076	4,619,790	4,676,214
Total Revenue Requirement	\$6,906,521	\$7,760,295	\$8,751,249	\$9,436,103	\$9,995,400	\$10,542,336	\$10,913,739	\$11,348,296	\$11,744,666	\$12,155,513
Bal / (Def) of Funds	\$0	(\$881,368)	(\$1,883,603)	(\$2,559,663)	(\$3,108,851)	(\$3,643,632)	(\$4,004,578)	(\$4,431,643)	(\$4,821,444)	(\$5,225,522)
Proposed Rate Adjustment	0.0%	13.5%	13.5%	8.0%	6.0%	5.5%	3.5%	4.0%	3.5%	3.5%
Add'l Revenue with Rate Adj	\$0	\$881,368	\$1,883,603	\$2,559,663	\$3,108,851	\$3,643,632	\$4,004,578	\$4,431,643	\$4,821,444	\$5,225,522
Bal / (Def) After Rate Adj	\$0	(\$0)	\$0	\$0	\$0	(\$0)	\$0	\$0	\$0	\$0
Average Residential Customer Bill (3,000 gal)										
Customer Bill on Proposed Adj.	\$64.56	\$74.18	\$83.36	\$89.85	\$96.97	\$100.42	\$103.93	\$108.09	\$111.87	\$115.79
Bill Difference - Monthly		9.62	9.18	6.49	7.12	3.44	3.51	4.16	3.78	3.92
Cumulative Bill Difference		9.62	18.80	25.29	32.41	35.86	39.37	43.53	47.31	51.23
Debt Service Coverage Ratio (all debt)										
Before Rate Adjustment	9.12	4.41	1.53	0.66	0.36	0.33	0.17	0.05	0.00	0.00
After Proposed Rate Adjustment	9.12	7.03	3.39	1.98	1.44	1.71	1.68	1.72	1.74	1.76

Incline Village General Improvement District
Wastewater Rate Study
Escalation Factors
Exhibit 2

	<i>Budget</i>	<i>Projected</i>										<i>Notes</i>
	<i>FY 2022</i>	<i>FY 2023</i>	<i>FY 2024</i>	<i>FY 2025</i>	<i>FY 2026</i>	<i>FY 2027</i>	<i>FY 2028</i>	<i>FY 2029</i>	<i>FY 2030</i>	<i>FY 2031</i>	<i>FY 2032</i>	
Revenues												
Customer Growth	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
Misc Revenues	Budget	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%
Expenses												
Labor	Budget	6.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Benefits - Medical	Budget	5.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Benefits - Other	Budget	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Professional Svcs	Budget	6.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Materials & Supplies	Budget	10.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Equipment	Budget	10.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Chemicals	Budget	10.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Utilities	Budget	10.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Water and Sewer	Budget	17.5%	12.3%	8.8%	8.5%	3.3%	3.3%	3.3%	3.3%	3.3%	3.3%	3.3%
Insurance	Budget	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Power	Budget	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
O&M	--	40.5%	-1.5%	5.3%	4.7%	2.6%	7.5%	4.9%	4.9%	5.0%	5.0%	5.0%
Miscellaneous	Budget	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Interest	0.7%	0.8%	0.9%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
New Debt Service Assumptions												
Revenue Bond												
Term in Years	20	20	20	20	20	20	20	20	20	20	20	20
Rate	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
Low Interest Loan												
Term in Years	20	20	20	20	20	20	20	20	20	20	20	20
Rate	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%

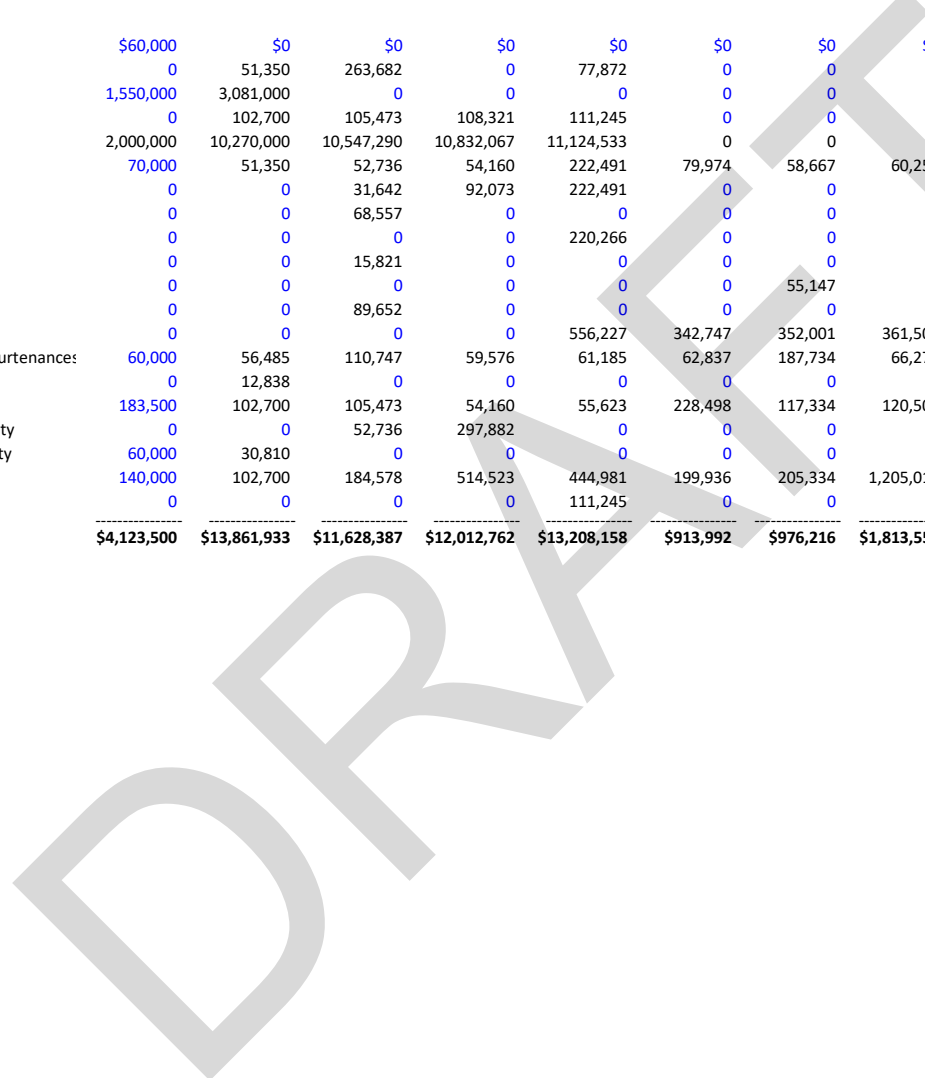
	<i>Budget</i>	<i>Projected</i>										<i>Notes</i>
	<i>FY 2022</i>	<i>FY 2023</i>	<i>FY 2024</i>	<i>FY 2025</i>	<i>FY 2026</i>	<i>FY 2027</i>	<i>FY 2028</i>	<i>FY 2029</i>	<i>FY 2030</i>	<i>FY 2031</i>	<i>FY 2032</i>	
Revenues												
<i>Rate Revenues</i>												
Residential	\$2,858,228	\$2,861,086	\$2,863,947	\$2,866,811	\$2,869,678	\$2,872,547	\$2,875,420	\$2,878,295	\$2,881,174	\$2,884,055	\$2,886,939	As Customer Growth
Multi-Family	2,967,696	2,970,664	2,973,634	2,976,608	2,979,585	2,982,564	2,985,547	2,988,532	2,991,521	2,994,512	2,997,507	As Customer Growth
Commercial	696,207	696,903	697,600	698,298	698,996	699,695	700,395	701,095	701,796	702,498	703,201	As Customer Growth
Total Rate Revenues	\$6,522,131	\$6,528,653	\$6,535,182	\$6,541,717	\$6,548,258	\$6,554,807	\$6,561,362	\$6,567,923	\$6,574,491	\$6,581,065	\$6,587,646	
<i>Other Revenues</i>												
Effluent Disposal Sales	\$75,000	\$75,075	\$75,150	\$75,225	\$75,300	\$75,376	\$75,451	\$75,527	\$75,602	\$75,678	\$75,753	As Misc Revenues
Interest Income	72,500	38,072	19,951	21,897	25,152	30,445	34,033	34,650	34,337	34,217	34,211	Calculated on Reserves
Hunting Fees	20,000	20,020	20,040	20,060	20,080	20,100	20,120	20,140	20,161	20,181	20,201	As Misc Revenues
Interfund Revenue Transfers	201,890	202,092	202,294	202,496	202,699	202,901	203,104	203,307	203,511	203,714	203,918	As Misc Revenues
Other Sewer	15,000	15,015	15,030	15,045	15,060	15,075	15,090	15,105	15,120	15,136	15,151	As Misc Revenues
Total Other Revenues	\$384,390	\$350,274	\$332,465	\$334,723	\$338,291	\$343,897	\$347,799	\$348,730	\$348,731	\$348,925	\$349,234	
Total Revenues	\$6,906,521	\$6,878,927	\$6,867,647	\$6,876,440	\$6,886,549	\$6,898,704	\$6,909,161	\$6,916,653	\$6,923,222	\$6,929,990	\$6,936,880	
Expenses												
<i>Wages</i>												
Other Earnings	\$58,225	\$62,010	\$65,110	\$68,366	\$71,784	\$75,373	\$79,142	\$83,099	\$87,254	\$91,616	\$96,197	As Labor
Regular Earnings	1,553,763	1,654,758	1,737,495	1,824,370	1,915,589	2,011,368	2,111,937	2,217,533	2,328,410	2,444,831	2,567,072	As Labor
Salary Savings from Vacant Positions	(69,152)	0	0	0	0	0	0	0	0	0	0	
Total Wages	\$1,542,836	\$1,716,767	\$1,802,606	\$1,892,736	\$1,987,373	\$2,086,741	\$2,191,078	\$2,300,632	\$2,415,664	\$2,536,447	\$2,663,269	

	Budget	Projected										Notes
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Benefits												
Dental Fringe Ben	\$22,392	\$23,736	\$25,160	\$26,670	\$28,270	\$29,966	\$31,764	\$33,670	\$35,690	\$37,832	\$40,102	As Benefits - Other
Disability Fringe Ben	7,982	8,461	8,969	9,507	10,077	10,682	11,323	12,002	12,722	13,485	14,295	As Benefits - Other
Life Ins Fringe Ben	3,040	3,222	3,416	3,621	3,838	4,068	4,312	4,571	4,845	5,136	5,444	As Benefits - Other
Medical Fringe Ben	313,831	329,523	362,475	398,723	438,595	482,454	530,700	583,770	642,147	706,362	776,998	As Benefits - Medical
Retirement Fringe Ben	284,170	301,220	319,293	338,451	358,758	380,284	403,101	427,287	452,924	480,099	508,905	As Benefits - Other
Taxes	128,681	131,898	135,195	138,575	142,040	145,591	149,231	152,961	156,785	160,705	164,723	As Miscellaneous
Unemployment Fringe Ben	25,254	26,769	28,375	30,078	31,883	33,796	35,823	37,973	40,251	42,666	45,226	As Benefits - Other
Vision Fringe Ben	2,495	2,645	2,803	2,971	3,150	3,339	3,539	3,751	3,976	4,215	4,468	As Benefits - Other
Work Comp Fringe Ben	40,349	42,770	45,336	48,056	50,940	53,996	57,236	60,670	64,310	68,169	72,259	As Benefits - Other
Total Benefits	\$828,195	\$870,244	\$931,023	\$996,652	\$1,067,550	\$1,144,175	\$1,227,028	\$1,316,655	\$1,413,651	\$1,518,669	\$1,632,419	
Professional Services												
Audit	\$11,200	\$11,928	\$12,524	\$13,151	\$13,808	\$14,499	\$15,223	\$15,985	\$16,784	\$17,623	\$18,504	As Professional Svcs
Legal	13,000	13,845	14,537	15,264	16,027	16,829	17,670	18,554	19,481	20,455	21,478	As Professional Svcs
Professional Consultants	70,000	74,550	78,278	82,191	86,301	90,616	95,147	99,904	104,899	110,144	115,652	As Professional Svcs
Total Professional Services	\$94,200	\$100,323	\$105,339	\$110,606	\$116,136	\$121,943	\$128,040	\$134,442	\$141,165	\$148,223	\$155,634	
Services & Supplies												
BLDGS Maintenance Services	\$40,637	\$44,701	\$46,042	\$47,423	\$48,846	\$50,311	\$51,820	\$53,375	\$54,976	\$56,626	\$58,324	As Materials & Supplies
Chemical	176,000	193,600	203,280	213,444	224,116	235,322	247,088	259,443	272,415	286,035	300,337	As Chemicals
Contractual Services	18,147	19,327	20,293	21,308	22,373	23,492	24,667	25,900	27,195	28,555	29,982	As Professional Svcs
Dues & Subscriptions	6,000	6,600	6,798	7,002	7,212	7,428	7,651	7,881	8,117	8,361	8,612	As Materials & Supplies
Employee Recruit & Retain	2,650	2,915	3,002	3,093	3,185	3,281	3,379	3,481	3,585	3,693	3,803	As Materials & Supplies
Fleet Maintenance Services	164,800	181,280	186,718	192,320	198,090	204,032	210,153	216,458	222,952	229,640	236,529	As Materials & Supplies
Fuel	37,500	41,250	42,900	44,616	46,401	48,257	50,187	52,194	54,282	56,453	58,712	As Utilities
Janitorial	10,000	11,000	11,330	11,670	12,020	12,381	12,752	13,135	13,529	13,934	14,353	As Materials & Supplies
Lab	33,200	36,520	37,616	38,744	39,906	41,104	42,337	43,607	44,915	46,262	47,650	As Materials & Supplies
Office Supplies	2,600	2,860	2,946	3,034	3,125	3,219	3,316	3,415	3,517	3,623	3,732	As Materials & Supplies
Operating	44,880	49,368	50,849	52,375	53,946	55,564	57,231	58,948	60,716	62,538	64,414	As Materials & Supplies
Permits & Fees	15,060	16,566	17,063	17,575	18,102	18,645	19,205	19,781	20,374	20,985	21,615	As Materials & Supplies
R&M Corrective	160,000	176,000	181,280	186,718	192,320	198,090	204,032	210,153	216,458	222,952	229,640	As Materials & Supplies
R&M Preventative	51,300	56,430	58,123	59,867	61,663	63,512	65,418	67,380	69,402	71,484	73,628	As Materials & Supplies
Repairs & Maintenance	190,730	505,000	184,750	215,000	215,000	91,250	249,466	256,950	264,658	272,598	280,776	As Materials & Supplies
Safety	9,300	10,230	10,537	10,853	11,179	11,514	11,859	12,215	12,582	12,959	13,348	As Materials & Supplies
Security	3,480	3,828	3,943	4,061	4,183	4,308	4,438	4,571	4,708	4,849	4,995	As Materials & Supplies
Small Equipment	6,400	7,040	7,251	7,469	7,693	7,924	8,161	8,406	8,658	8,918	9,186	As Materials & Supplies
Tools	9,700	10,670	10,990	11,320	11,659	12,009	12,369	12,741	13,123	13,516	13,922	As Materials & Supplies
Training & Education	9,900	10,890	11,217	11,553	11,900	12,257	12,624	13,003	13,393	13,795	14,209	As Materials & Supplies
Travel & Conferences	6,000	6,600	6,798	7,002	7,212	7,428	7,651	7,881	8,117	8,361	8,612	As Materials & Supplies
Uniforms	8,100	8,910	9,177	9,453	9,736	10,028	10,329	10,639	10,958	11,287	11,626	As Materials & Supplies
Total Services & Supplies	\$1,006,384	\$1,401,585	\$1,112,903	\$1,175,898	\$1,209,866	\$1,121,356	\$1,316,134	\$1,361,555	\$1,408,631	\$1,457,425	\$1,508,004	

	Budget	Projected										Notes
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Utilities												
Cable TV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	As Utilities
Electricity	367,400	404,140	420,306	437,118	454,603	472,787	491,698	511,366	531,821	553,093	575,217	As Utilities
Heating	28,400	31,240	32,490	33,789	35,141	36,546	38,008	39,529	41,110	42,754	44,464	As Utilities
Internet	11,400	12,540	13,042	13,563	14,106	14,670	15,257	15,867	16,502	17,162	17,848	As Utilities
Telephone	31,188	34,307	35,679	37,106	38,590	40,134	41,739	43,409	45,145	46,951	48,829	As Utilities
Trash	5,400	5,940	6,178	6,425	6,682	6,949	7,227	7,516	7,817	8,129	8,454	As Utilities
Water & Sewer	22,400	26,320	29,544	32,129	34,860	35,993	37,163	38,371	39,618	40,905	42,235	As Water and Sewer
Total Utilities	\$466,188	\$514,487	\$537,238	\$560,131	\$583,982	\$607,079	\$631,093	\$656,058	\$682,012	\$708,995	\$737,048	
Other												
Central Services Allocation Cs	\$201,393	\$221,532	\$230,394	\$239,609	\$249,194	\$259,161	\$269,528	\$280,309	\$291,521	\$303,182	\$315,310	As Utilities
Defensible Space Costs	50,000	55,000	57,200	59,488	61,868	64,342	66,916	69,593	72,376	75,271	78,282	As Utilities
General Liability	95,100	104,610	108,794	113,146	117,672	122,379	127,274	132,365	137,660	143,166	148,893	As Utilities
Interfund Expense Transfers	164,808	181,289	188,540	196,082	203,925	212,082	220,566	229,388	238,564	248,106	258,030	As Utilities
Total Other	\$511,301	\$562,431	\$584,928	\$608,325	\$632,658	\$657,965	\$684,283	\$711,655	\$740,121	\$769,726	\$800,515	
Future O&M												
Additional Staffing Needs	\$0	\$230,000	\$241,500	\$253,575	\$266,254	\$279,566	\$293,545	\$308,222	\$323,633	\$339,815	\$356,805	As Labor
O&M Contingency	0	0	0	0	0	0	0	0	0	0	0	As Labor
Budget Savings	(608,271)	0	0	0	0	0	0	0	0	0	0	As Labor
Open	0	0	0	0	0	0	0	0	0	0	0	As Labor
Total Future O&M	(\$608,271)	\$230,000	\$241,500	\$253,575	\$266,254	\$279,566	\$293,545	\$308,222	\$323,633	\$339,815	\$356,805	
Total Operations & Maintenance	\$3,840,833	\$5,395,837	\$5,315,537	\$5,597,923	\$5,863,819	\$6,018,827	\$6,471,202	\$6,789,219	\$7,124,876	\$7,479,299	\$7,853,694	
Debt Service												
NV Clean Wtr Loan 2005	\$128,578	\$128,578	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Exhibit 5
NV Clean Wtr Loan 2007	207,536	207,536	207,536	207,536	207,536	0	0	0	0	0	0	Exhibit 5
Low Interest Loans	0	0	0	0	0	0	0	0	0	0	0	Calc'd @ 2.5% for 20 yrs
Assumed Revenue Bond	0	0	807,200	1,729,713	2,652,227	2,652,227	2,652,227	2,652,227	2,652,227	2,652,227	2,652,227	Calc'd @ 4.5% for 20 yrs
Total Debt Service	\$336,114	\$336,114	\$1,014,736	\$1,937,250	\$2,859,763	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	
<i>Less: Debt Service Funding</i>												
From Capital Reserve	\$336,114	\$336,114	\$1,014,736	\$1,937,250	\$2,859,763	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	
Total Less Debt Service Funding	\$336,114	\$336,114	\$1,014,736	\$1,937,250	\$2,859,763	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	\$2,652,227	
Net Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

	<i>Budget</i>		<i>Projected</i>									<i>Notes</i>
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
Reserve Funding												
Operating Fund Transfer	(\$157,660)	(\$862,112)	(\$44,085)	\$105,153	\$220,322	\$309,014	\$49,801	(\$11,902)	(\$4,434)	(\$1,260)	(\$3,149)	
Capital Fund Transfer	3,223,347	3,226,570	3,229,797	3,233,027	3,236,260	3,239,496	3,242,735	3,245,978	3,249,224	3,252,473	3,255,726	As Customer Growth
Additional Capital Funding	0	0	250,000	500,000	675,000	975,000	1,150,000	1,325,000	1,375,000	1,425,000	1,475,000	FY 2022 Depr Exp = \$1,876,600
Effluent Reserve Fund	0	0	0	0	0	0	0	0	0	0	0	
Total Reserve Funding	\$3,065,687	\$2,364,458	\$3,435,712	\$3,838,180	\$4,131,581	\$4,523,510	\$4,442,537	\$4,559,076	\$4,619,790	\$4,676,214	\$4,727,577	
Total Revenue Requirement	\$6,906,521	\$7,760,295	\$8,751,249	\$9,436,103	\$9,995,400	\$10,542,336	\$10,913,739	\$11,348,296	\$11,744,666	\$12,155,513	\$12,581,272	
Bal / (Def) of Funds	\$0	(\$881,368)	(\$1,883,603)	(\$2,559,663)	(\$3,108,851)	(\$3,643,632)	(\$4,004,578)	(\$4,431,643)	(\$4,821,444)	(\$5,225,522)	(\$5,644,392)	
Bal as a % of Rate Adj	0.0%	13.5%	28.8%	39.1%	47.5%	55.6%	61.0%	67.5%	73.3%	79.4%	85.7%	
Proposed Rate Adjustment	0.0%	13.5%	13.5%	8.0%	6.0%	5.5%	3.5%	4.0%	3.5%	3.5%	3.5%	
Add'l Revenue with Rate Adj	\$0	\$881,368	\$1,883,603	\$2,559,663	\$3,108,851	\$3,643,632	\$4,004,578	\$4,431,643	\$4,821,444	\$5,225,522	\$5,644,392	
Bal / (Def) After Rate Adj	\$0	(\$0)	\$0	\$0	\$0	(\$0)	\$0	\$0	\$0	\$0	\$0	
Total Balance as a % of Rates	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Average Residential Customer Bill (3,000 gal)	\$64.56											
Customer Bill on Proposed Adj.	\$64.56	\$74.18	\$83.36	\$89.85	\$96.97	\$100.42	\$103.93	\$108.09	\$111.87	\$115.79	\$119.84	
Bill Difference - Monthly		9.62	9.18	6.49	7.12	3.44	3.51	4.16	3.78	3.92	4.05	
Cumulative Bill Difference		9.62	18.80	25.29	32.41	35.86	39.37	43.53	47.31	51.23	55.28	
Debt Service Coverage Ratio (all debt)												
Before Rate Adjustment	9.12	4.41	1.53	0.66	0.36	0.33	0.17	0.05	0.00	0.00	0.00	Min. Target 1.00
After Proposed Rate Adjustment	9.12	7.03	3.39	1.98	1.44	1.71	1.68	1.72	1.74	1.76	1.78	Min. Target 1.00

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total	Notes
Sewer Capital													
Update Camera Equipment	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,441	\$0	\$0	\$140,441	
SCADA Management Servers/Network - WRRF	0	51,350	263,682	0	77,872	0	0	0	99,004	0	0	491,908	
Pond Lining Project	1,550,000	3,081,000	0	0	0	0	0	0	0	0	0	4,631,000	
Effluent Pipeline Annual Repairs	0	102,700	105,473	108,321	111,245	0	0	0	0	0	0	427,739	
Effluent Pipeline Project	2,000,000	10,270,000	10,547,290	10,832,067	11,124,533	0	0	0	0	0	0	44,773,889	
Sewer Pumping Station Improvements	70,000	51,350	52,736	54,160	222,491	79,974	58,667	60,251	61,878	254,193	104,423	1,070,123	
Sewer Pumping Station 14 Improvements	0	0	31,642	92,073	222,491	0	0	0	0	0	0	346,205	
2001 Sellick Forklift #499	0	0	68,557	0	0	0	0	0	0	0	0	68,557	
2006 Kenworth T800 Bin truck #587	0	0	0	0	220,266	0	0	0	0	0	0	220,266	
2018 Flail Mower #784	0	0	15,821	0	0	0	0	0	19,801	0	0	35,622	
2001 Jet-Away Line Cleaner #767	0	0	0	0	0	0	55,147	0	0	0	0	55,147	
2008 Chevrolet Camera Truck #615	0	0	89,652	0	0	0	0	0	0	0	0	89,652	
Sewer Main Rehabilitation	0	0	0	0	556,227	342,747	352,001	361,505	618,776	381,290	391,585	3,004,130	
Replace & Reline Sewer Mains, Manholes and Appurtenances	60,000	56,485	110,747	59,576	61,185	62,837	187,734	66,276	68,065	69,903	13,053	815,861	
WRRF Drainage Improvements	0	12,838	0	0	0	0	0	0	0	0	0	12,838	
Wetlands Effluent Disposal Facility Improvements	183,500	102,700	105,473	54,160	55,623	228,498	117,334	120,502	123,755	317,742	130,528	1,539,814	
Roof Replacement Water Resource Recovery Facility	0	0	52,736	297,882	0	0	0	0	0	0	0	350,618	
Building Upgrades Water Resource Recovery Facility	60,000	30,810	0	0	0	0	0	0	0	0	0	90,810	
Water Resource Recovery Facility Improvements	140,000	102,700	184,578	514,523	444,981	199,936	205,334	1,205,017	0	254,193	0	3,251,262	
WRRF Biosolids Bins	0	0	0	0	111,245	0	0	0	0	0	0	111,245	
Total Sewer Capital	\$4,123,500	\$13,861,933	\$11,628,387	\$12,012,762	\$13,208,158	\$913,992	\$976,216	\$1,813,550	\$1,071,720	\$1,277,321	\$639,588	\$61,527,127	



	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total	Notes
Capital Improvements - Shared (50% Sewer)													
Paint Interior Building #A	\$0	\$25,162	\$0	\$0	\$0	\$0	\$0	\$0	\$34,775	\$0	\$0	\$59,937	Sewer Share 50.0%
New Carpet Building #A	0	24,135	0	0	0	0	28,817	0	0	0	0	52,952	
Replace Public Works Front Security Gate	0	0	0	42,960	0	0	0	0	0	0	0	42,960	
Replace Roof Public Works #B	30,000	0	0	0	0	0	0	0	0	0	0	30,000	
Building B Replacement	0	0	0	0	0	0	0	0	61,878	0	0	61,878	
Rain Gutters Building C	0	25,675	0	0	0	0	0	0	0	0	0	25,675	
Loader Tire Chains - 2 Sets	10,000	0	0	0	11,514	0	0	0	13,366	0	0	34,879	
2002 Caterpillar 950G Loader #523	132,500	0	0	0	0	0	0	0	0	0	186,003	318,503	
2002 Caterpillar 950G Loader #525	132,500	0	0	0	0	0	0	0	0	0	0	132,500	
2018 MultiHog MX120 Snowblower #783	0	0	0	0	97,896	0	0	0	0	0	0	97,896	
1997 Forklift #315	0	0	18,985	0	0	0	0	0	0	0	0	18,985	
2013 Trackless Snowblower #687	0	89,863	0	0	0	0	0	0	0	117,564	0	207,427	
2001 105KW Mobile Generator #313	0	25,675	0	0	0	0	0	0	0	0	0	25,675	
2020 Vac-Con Truck #807	0	0	0	0	0	271,341	0	0	0	0	0	271,341	
2004 Freightliner Vactor Truck #534	0	0	0	0	211,366	0	0	0	0	0	0	211,366	
2020 Chevy Dump Truck #829	0	0	0	0	0	0	0	0	49,502	0	0	49,502	
2001 Peterbilt Bin Truck #468	0	0	0	102,905	0	0	0	0	0	0	0	102,905	
Snowplow #300A	9,500	0	0	0	0	0	0	0	0	0	13,705	23,205	
Snowplow #307A	9,500	0	0	0	0	0	0	0	0	0	0	9,500	
Slurry Liquidator #326	0	0	0	0	0	23,421	0	0	0	0	0	23,421	
2004 9' Western Snow Plow #542A	0	0	0	0	0	0	4,693	0	0	0	0	4,693	
2019 Sander/Spreader #808	0	0	0	5,416	0	0	0	0	7,425	0	0	12,841	
2012 Snowplow #669B	0	0	0	38,995	0	0	0	0	0	0	5,221	44,217	
2017 Caterpillar 420F2 Backhoe #755	0	0	0	0	0	79,974	0	0	0	0	0	79,974	
2013 Chevy Equinox #691	0	0	19,512	0	0	0	0	0	0	0	0	19,512	
2009 Chevrolet 1/2 ton Pick-up #826 Compliance Dept.	0	0	0	0	0	0	18,187	0	0	0	0	18,187	
2013 1/2 Ton Pick-Up #677 Treatment	0	0	19,512	0	0	0	0	0	0	0	0	19,512	
2003 GMC 3/4-Ton Pick-up #702	0	0	0	18,415	0	0	0	0	0	0	0	18,415	
2005 Chevy 1/2-Ton Pick-up #553	0	0	0	17,331	0	0	0	0	0	0	0	17,331	
2009 Chevrolet 1/2 Ton Pick-up Truck #631	0	0	0	17,331	0	0	0	0	0	0	0	17,331	
2009 Chevrolet 1/2 Ton Pick-up Truck #632 Engineering Dept.	0	0	0	0	17,799	0	0	0	0	0	0	17,799	
2012 Extend-A-Cab Pick-up #678 Pipeline Dept.	0	16,432	0	0	0	0	0	0	0	21,606	0	38,038	
2004 3/4-Ton Service Truck w/liftgate & crane #703	0	0	0	31,413	0	0	0	0	0	0	0	31,413	
2013 1-Ton Flatbed #679 Pipeline Dept.	0	0	23,204	0	0	0	0	0	0	0	0	23,204	
2012 1-Ton Service Truck w/ Liftgate #668 Treatment	0	22,081	0	0	0	0	0	0	0	0	0	22,081	
2013 1-Ton Service Truck #680 Utilities Electrician	0	0	23,204	0	0	0	0	0	0	0	0	23,204	
2004 GMC 1-Ton Flatbed #825 Pipeline Dept.	0	0	0	0	0	0	0	0	39,602	0	0	39,602	
2008 Chevrolet Service Truck #810	0	0	0	0	0	0	0	0	21,038	0	0	21,038	
2008 Chevrolet Service Truck #680	0	23,108	0	0	0	0	0	0	0	0	0	23,108	
2011 Chevrolet Service Truck #647 Treatment	0	0	0	0	0	0	0	0	0	31,139	0	31,139	
Public Works Billing Software Replacement	5,000	51,350	52,736	27,080	0	0	0	0	0	0	0	136,167	
Large Format Printer Replacement	0	0	15,294	0	0	0	0	0	0	0	0	15,294	
Adjust Utility Facilities in NDOT/Washoe County Right of Way	90,000	30,810	31,642	32,496	33,374	34,275	35,200	129,539	37,127	38,129	39,158	531,750	
Pavement Maintenance, Utility Facilities	78,750	92,430	6,592	140,817	144,619	7,141	39,600	7,531	191,821	197,000	8,158	914,458	
Pavement Maintenance, Reservoir 3-1 WPS 4-2/5-1	65,000	46,215	0	0	0	0	0	0	0	0	0	111,215	
Utilities System and Plant Controls Master Plan	0	128,375	0	0	0	0	0	0	0	0	0	128,375	
Utilities System and Plant Controls Upgrade	0	0	131,841	135,401	139,057	142,811	0	0	0	0	0	549,110	
Total Capital Improvements - Shared (50% Sewer)	\$562,750	\$601,309	\$342,523	\$610,560	\$655,624	\$558,963	\$126,497	\$137,071	\$456,533	\$405,438	\$252,246	\$4,709,514	

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Total	Notes	
Less R&M Funded Items (O&M)	0	(505,000)	(184,750)	(215,000)	(215,000)	(91,250)	0	0	0	0	0	(\$1,211,000)		
Future Unidentified Capital Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$347,286	\$0	\$0	\$0	\$583,166	\$930,452		
Transfer to Capital Fund	\$0	\$0	\$800,000	\$900,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,700,000		
Total Capital Improvement Projects	\$4,686,250	\$13,958,241	\$12,586,160	\$13,308,322	\$14,648,782	\$1,381,705	\$1,450,000	\$1,950,621	\$1,528,253	\$1,682,759	\$1,475,000	\$68,656,094		
<i>Less: Other Funding Sources</i>														
Operating Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Input
Capital Fund	3,686,250	265,250	836,160	808,322	1,973,782	406,705	300,000	625,621	153,253	257,759	0	9,313,102	Input	
Effluent Reserve Fund	1,000,000	11,382,241	1,000,000	0	0	0	0	0	0	0	0	13,382,241		
USDA Grant	0	2,310,750	0	0	0	0	0	0	0	0	0	2,310,750		
Other Grants	0	0	0	0	0	0	0	0	0	0	0	0	Input	
Low Interest Loans	0	0	0	0	0	0	0	0	0	0	0	0	Input	
Revenue Bonds	0	0	10,500,000	12,000,000	12,000,000	0	0	0	0	0	0	34,500,000	Calculated	
Total Other Funding Sources	\$4,686,250	\$13,958,241	\$12,336,160	\$12,808,322	\$13,973,782	\$406,705	\$300,000	\$625,621	\$153,253	\$257,759	\$0	\$59,506,093		
Additional Capital Funding	\$0	\$0	\$250,000	\$500,000	\$675,000	\$975,000	\$1,150,000	\$1,325,000	\$1,375,000	\$1,425,000	\$1,475,000	\$9,150,000		

- **3c_PW_Utility Rate Hearing 2022_Rate Study
Combined
Reserves (Rev
1_No Contingency)**

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
Combined Water Sewer											
Beginning Reserve Balance (Not incl Debt + Effluent)	\$4,922,237	\$4,452,493	\$4,411,733	\$5,758,349	\$7,361,904	\$6,712,750	\$7,555,217	\$8,155,959	\$8,468,763	\$9,003,567	\$9,457,554
Operating Fund											
Beginning Balance	\$3,942,237	\$4,065,160	\$2,704,049	\$2,735,589	\$3,088,474	\$3,492,014	\$3,777,195	\$3,957,666	\$4,034,319	\$4,109,872	\$4,172,550
Plus: Additions	280,583	0	75,626	352,884	403,541	309,014	180,471	88,555	79,987	63,938	40,612
Bal. / (Def.) of Funds	0	(0)	0	0	0	(0)	0	0	0	0	0
Less: Uses of Funds	(157,660)	(1,361,112)	(44,085)	0	0	(23,833)	0	(11,902)	(4,434)	(1,260)	(3,149)
Ending Balance	\$4,065,160	\$2,704,049	\$2,735,589	\$3,088,474	\$3,492,014	\$3,777,195	\$3,957,666	\$4,034,319	\$4,109,872	\$4,172,550	\$4,210,013
<i>Minimum: 25% of O&M</i>	<i>\$1,827,274</i>	<i>\$2,664,838</i>	<i>\$2,601,825</i>	<i>\$2,779,132</i>	<i>\$2,899,789</i>	<i>\$3,049,189</i>	<i>\$3,185,185</i>	<i>\$3,337,936</i>	<i>\$3,499,059</i>	<i>\$3,669,088</i>	<i>\$3,848,595</i>
Capital Fund											
Beginning Balance	\$980,000	\$387,333	\$1,707,684	\$3,022,760	\$4,273,430	\$3,220,736	\$3,778,023	\$4,198,293	\$4,434,444	\$4,893,695	\$5,285,004
Plus: Additions	4,827,967	4,832,795	5,712,628	5,817,466	5,997,308	4,852,155	4,857,008	4,861,865	4,866,726	4,871,593	4,876,465
Plus: Connection Fees	51,500	51,552	51,603	51,655	51,706	51,758	51,810	51,862	51,913	51,965	52,017
Less: Transfer to Debt Reserve	0	0	(875,000)	(975,000)	(1,145,000)	0	0	0	0	0	0
Less: Uses of Funds	(5,472,134)	(3,563,996)	(3,574,155)	(3,643,450)	(5,956,709)	(4,346,627)	(4,488,547)	(4,677,576)	(4,459,389)	(4,532,250)	(4,331,192)
Ending Balance	\$387,333	\$1,707,684	\$3,022,760	\$4,273,430	\$3,220,736	\$3,778,023	\$4,198,293	\$4,434,444	\$4,893,695	\$5,285,004	\$5,882,294
<i>Target Minimum: Dep Exp</i>	<i>\$3,682,900</i>	<i>\$3,782,338</i>	<i>\$3,884,461</i>	<i>\$3,989,342</i>	<i>\$4,097,054</i>	<i>\$4,207,675</i>	<i>\$4,321,282</i>	<i>\$4,437,956</i>	<i>\$4,557,781</i>	<i>\$4,680,841</i>	<i>\$4,807,224</i>
Effluent Reserve Fund											
Beginning Balance	\$11,560,000	\$10,560,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plus: Additions	0	822,241	1,000,000	0	0	0	0	0	0	0	0
Less: Uses of Funds	(1,000,000)	(11,382,241)	(1,000,000)	0	0	0	0	0	0	0	0
Ending Balance	\$10,560,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Reserve Fund											
Beginning Balance	\$0	\$0	\$0	\$875,000	\$1,850,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000
Plus: Additions	0	0	875,000	975,000	1,145,000	0	0	0	0	0	0
Less: Uses of Funds	0	0	0	0	0	0	0	0	0	0	0
Ending Balance	\$0	\$0	\$875,000	\$1,850,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000	\$2,995,000

Memo to approve utility rate changes

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Brad Underwood, P.E.
Director of Public Works

SUBJECT: Approve Resolution 1892 for the Proposed Amendments to the Sewer and Water Schedule of Service Charges and Fee Schedule.

DATE: April 27, 2022

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Approve Resolution 1892 for the Proposed Amendments to the Sewer and Water Schedule of Service Charges and Fee Schedule.

II. DISTRICT STRATEGIC PLAN

The Utility Rate Study supports Long Range Principle #3 – Finance: The District will ensure fiscal responsibility and sustainability of service capacities through prudent fiscal management and maintaining effective financial policies for internal controls, operating budgets, fund balances, capital improvement and debt management.

III. FINANCIAL IMPACT AND BUDGET

The Rate Study performed by HDR is intended to calculate the appropriate rates for water and sewer service to meet revenue and expense demands while achieving an appropriate Level of Fund balance and Working Capital per Board Policy. The rate study is based on utility management strategies and industry best practices, and includes a five-year projection for revenues and expenses, such that the recommended rate adjustments are sufficient to meet the needs of the District and that adjustments can be made efficiently and effectively.

The recommended utility rate increases for year one, as proposed, would increase Water Utility revenues by 18% and Sewer Utility revenues by 15%. If approved, the average residential customer would see an increase in their monthly water bill of 16.7% and average monthly sewer bill of 14% (based upon an average customer using 10,000 gallons per month for water and 3,000 gallons per month for sewer).

IV. BACKGROUND

Utility Rate Study presentations were conducted on November 10, 2021, February 9, 2022, and March 9, 2022 at the District Board of Trustees Meetings. HDR and staff presented the next five years of operating and capital expenses and the projected revenue needs to provide sufficient and stable revenue during that time period.

The Utility Rate Study and presentations that were presented to the Board of Trustees Meeting are posted on the IVGID website and the reader can review that document and listen to the presentation on LiveStream. At the March 9, 2022 Board of Trustees meeting the Board authorized April 27, 2022 as the date for the public hearing and directed staff to publish the Schedule of Service Charges amendments and prepare the new utility rates for viewing by the public prior to the Hearing. The deadlines for posting and advertising were met in accordance with the NRS. A copy of the advertisement follows the memo.

<https://www.yourtahoeplace.com/public-works/about-public-works/public-works-ordinances>

<https://www.yourtahoeplace.com/public-works/rates-billing/about-rates-billing>

The final version of the Schedule of Service Charges and Fee Schedule follows this memo.

V. BID RESULTS

Not applicable.

VI. ALTERNATIVES

Not adopt the proposed amendment to the Schedule of Service Charges and Fee Schedule. This will have a long-term negative impact on the assets and financial health of the District. These rates cover operations of the water and sewer utility

systems, which have Federal and State regulatory oversight, so the District must meet operation and infrastructure standards regardless of available funds.

VII. COMMENTS

The Public Hearing for the Schedule of Service Charges amendments is scheduled to be conducted on April 27, 2022.

VIII. BUSINESS IMPACT

This item is a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, but it does not impose a direct and significant economic burden on a business, or directly restrict the formation, operation or expansion of a business, and therefore does not require a Business Impact Statement.

Attachments:

Schedule of Service Charges and Fee Schedule, Resolution No. 1892

Publication of Notice of Public Hearing March 18, 2022

Resolution 1892



Resolution No. 1892

**A RESOLUTION ADOPTING SEWER – SCHEDULE OF SERVICE CHARGES,
WATER – SCHEDULE OF SERVICE CHARGES, AND FEE SCHEDULE
Incline Village General Improvement District**

WHEREAS, on the 27th day of April, 2022, a public hearing was held by the Board of Trustees of the Incline Village General Improvement District to consider the adoption of “Sewer – Schedule of Service Charges”; “Water – Schedule of Service Charges”; and “Fee Schedule” and

WHEREAS, notice of said hearing was published as required by NRS 318.199; and

WHEREAS, testimony was presented as to the necessity for the adoption of the proposed amendments; and

WHEREAS, all interested parties were allowed at the public hearing and prior thereto, to present in writing or orally, information, views, and arguments; and

WHEREAS, the Board of Trustees, after considering all of the testimony, information, views and arguments, have determined that adoption of the proposed schedules is in the best interests of the District and is required.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, that it hereby adopts , these three schedules effective immediately.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 27th day of April, 2022 by the following vote:

AYES, and in favor thereof,
NOES:
ABSENT:

Sara Schmitz
Secretary



SEWER - SCHEDULE OF SERVICE CHARGES

As Adopted on 4/27/22, Resolution No. 1892

Residential & 3/4" Service Rates (CAF = 1)	
Sewer Base x CAF x Users	\$25.90
Sewer Capital Improv x CAF x Users	\$31.45
Sewer Admin Fee per Account	\$4.23
3/4" Base Monthly Invoice	\$61.58
3/4" Sewer Connection**	\$3,620
3/4" Sewer Retroactive Capital Improv**	\$2,170

1" Service Rates (CAF = 1.67)	
Sewer Base x CAF x Users	\$43.25
Sewer Capital Improv x CAF x Users	\$52.52
Sewer Admin Fee per Account	\$4.23
1" Base Monthly Invoice	\$100.00
1" Sewer Connection**	\$6,040
1" Sewer Retroactive Capital Improv**	\$3,630

1.5" Service Rates (CAF = 3.33)	
Sewer Base x CAF x Users	\$86.25
Sewer Capital Improv x CAF x Users	\$104.73
Sewer Admin Fee per Account	\$4.23
1.5" Base Monthly Invoice	\$195.21
1.5" Sewer Connection**	\$12,050
1.5" Sewer Retroactive Capital Improv**	\$7,240

2" Service Rates (CAF = 5.33)	
Sewer Base x CAF x Users	\$138.05
Sewer Capital Improv x CAF x Users	\$167.63
Sewer Admin Fee per Account	\$4.23
2" Base Monthly Invoice	\$309.91
2" Sewer Connection**	\$19,280
2" Sewer Retroactive Capital Improv**	\$11,580

3" Service Rates (CAF = 10)	
Sewer Base x CAF x Users	\$259.00
Sewer Capital Improv x CAF x Users	\$314.50
Sewer Admin Fee per Account	\$4.23
3" Base Monthly Invoice	\$577.73
3" Sewer Connection**	\$36,180
3" Sewer Retroactive Capital Improv**	\$21,730

4" Service Rates (CAF = 16.67)	
Sewer Base x CAF x Users	\$431.75
Sewer Capital Improv x CAF x Users	\$524.27
Sewer Admin Fee per Account	\$4.23
4" Base Monthly Invoice	\$960.25
4" Sewer Connection**	\$60,310
4" Sewer Retroactive Capital Improv**	\$36,220

6" Service Rates (CAF = 33.33)	
Sewer Base x CAF x Users	\$863.25
Sewer Capital Improv x CAF x Users	\$1,048.23
Sewer Admin Fee per Account	\$4.23
6" Base Monthly Invoice	\$1,915.71
6" Sewer Connection**	\$120,570
6" Sewer Retroactive Capital Improv**	\$72,420

8" Service Rates (CAF = 53.33)	
Sewer Base x CAF x Users	\$1,381.25
Sewer Capital Improv x CAF x Users	\$1,677.23
Sewer Admin Fee per Account	\$4.23
8" Base Monthly Invoice	\$3,062.71
8" Sewer Connection**	\$192,930
8" Sewer Retroactive Capital Improv**	\$115,880

10" Service Rates (CAF = 76.65)	
Sewer Base x CAF x Users	\$1,985.24
Sewer Capital Improv x CAF x Users	\$2,410.64
Sewer Admin Fee per Account	\$4.23
10" Base Monthly Invoice	\$4,400.11
10" Sewer Connection**	\$277,290
10" Sewer Retroactive Capital Improv**	\$166,550

Sewer Use Rates	
Residential Customer Type*	
Sewer Use	\$4.00/1000 gallons
Commerical Customer Type	
Sewer Use Commercial	\$4.70/1000 gallons

* **Residential Variable Sewer Costs:** Variable sewer costs for residential customers are based on monthly water use as follows: During the non-irrigation months (December through April), the variable sewer cost is calculated using the metered water use value. During irrigation billing months (May through November), the variable sewer cost shall be the lesser of the metered water use value or the non-irrigation months' average metered water use. The non-irrigation months' average shall not be set at a value less than 3,000 gallons.

** Sewer Connection and Sewer Retroactive Capital Improvement Charges are based on water service size for billing purposes.



WATER - SCHEDULE OF SERVICE CHARGES

As Adopted on 4/27/22, Resolution No. 1892

Residential & 3/4" Service Rates (CAF = 1)	
Water Base x CAF x Users	\$15.45
Water Capital Improv x CAF x Users	\$15.10
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
3/4" Base Monthly Invoice	\$35.83
3/4" Water Connection	\$1,800
3/4" Water Retroactive Capital Improv	\$2,060

1" Service Rates (CAF = 1.67)	
Water Base x CAF x Users	\$25.80
Water Capital Improv x CAF x Users	\$25.22
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
1" Base Monthly Invoice	\$56.30
1" Water Connection	\$3,010
1" Water Retroactive Capital Improv	\$3,440

1.5" Service Rates (CAF = 3.33)	
Water Base x CAF x Users	\$51.45
Water Capital Improv x CAF x Users	\$50.28
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
1.5" Base Monthly Invoice	\$107.01
1.5" Water Connection	\$6,000
1.5" Water Retroactive Capital Improv	\$6,860

2" Service Rates (CAF = 5.33)	
Water Base x CAF x Users	\$82.35
Water Capital Improv x CAF x Users	\$80.48
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
2" Base Monthly Invoice	\$168.11
2" Water Connection	\$9,610
2" Water Retroactive Capital Improv	\$10,980

3" Service Rates (CAF = 10)	
Water Base x CAF x Users	\$154.50
Water Capital Improv x CAF x Users	\$151.00
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
3" Base Monthly Invoice	\$310.78
3" Water Connection	\$18,030
3" Water Retroactive Capital Improv	\$20,610

4" Service Rates (CAF = 16.67)	
Water Base x CAF x Users	\$257.55
Water Capital Improv x CAF x Users	\$251.72
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
4" Base Monthly Invoice	\$514.55
4" Water Connection	\$30,060
4" Water Retroactive Capital Improv	\$34,350

6" Service Rates (CAF = 33.33)	
Water Base x CAF x Users	\$514.95
Water Capital Improv x CAF x Users	\$503.28
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
6" Base Monthly Invoice	\$1,023.51
6" Water Connection	\$60,100
6" Water Retroactive Capital Improv	\$68,690

8" Service Rates (CAF = 53.33)	
Water Base x CAF x Users	\$823.95
Water Capital Improv x CAF x Users	\$805.28
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
8" Base Monthly Invoice	\$1,634.51
8" Water Connection	\$96,160
8" Water Retroactive Capital Improv	\$109,900

10" Service Rates (CAF = 76.65)	
Water Base x CAF x Users	\$1,184.24
Water Capital Improv x CAF x Users	\$1,157.42
Water Admin Fee per Account	\$4.23
Defensible Space x Users	\$1.05
10" Base Monthly Invoice	\$2,346.94
10" Water Connection	\$138,220
10" Water Retroactive Capital Improv	\$157,960

Water Use Rates	
Residential and Commerical Customer Types	
Water Use	\$1.97/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$1.18/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$1.70/1000 gallons
Irrigation Customer Type	
Water Use	\$2.15/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$1.29/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$1.86/1000 gallons



FEE SCHEDULE

As Adopted on 4/27/22, Resolution No. 1892

Fee Schedule	
Sewage Drop-off at Treatment Plant	\$85/per 1,000 gal
Backflow Inspections - up to 1 hr labor	\$75/per device
	Repairs at cost
Plan Check Fees	\$100/hour
Inspection Fees	\$100/hour
Upgraded Meter, Register or Transponder	Billed at cost
Service Calls - 1/2 hour minimum with equipment billed at cost	\$45/per half hour
Tampering with Equipment	\$100 minimum
	Repairs at cost
Water Waste Penalty	\$100
Hydrant Meter Rental Charges	\$1,150/deposit \$45/month
1" Meter Rental Charges	\$225/deposit \$20/month
3/4" Meter Rental Charges	\$110/deposit \$15/month
Bulk Water for Construction	\$2.02/per 1,000 gal
Violation of air-gap on truck fill-up	\$500
Returned Check Fee	\$25
Posting Service Charge	\$20
Mainline Tapping, if performed by IVGID	Cost plus 15%

Newspaper Ad

COMMITTEE

From page 6

Grad Night was proposed in 1992 by concerned community

members to create a sober celebration preventing drug or alcohol-related arrest, injury or death during graduation. Donations are tax-deductible and can be

sent to Grad Night 2022, P.O. Box 17001, South Lake Tahoe, CA., 96151 or through the Paypal portal at: <https://www.paypal.com/>

donate?hosted_button_id=PCX2BTQZ7PHRL. For more information, email sthsgradnight@gmail.com or call Brown at 530-318-6865.

LTUSD

From page 6

new zoning could even out enrollment.

The revised plan will still drastically reduce bus times for students while giving those who'd like to attend a school in their neighborhood a chance to do so. The new plan will also reduce transportation challenges in general by providing a secure way for students to get to and from Bijou school as well.

The topic of if the school district could be considered rural arose, and Reeder suggested the district could also go in the direction of being certified as a rural area.

After further research, staff decided to pursue the

zoning and time change option. To be considered a rural area, a county is required to have less than 70,000 people and would require the school to be designated as "rural" under the federal Universal Service E-rate program.

The discussion ended with potential next steps for the board. On Thursday, March 24, Reeder will bring back the item as an action item for the board to vote on, determining whether or not the zoning process will begin.

If approved, family surveying will begin in April for families preferred choices for the 2022-23 year, with review for enrollment beginning in late August.

For more information, visit ltusd.org.

MARCHETTA

From page 12

and organizations working together for common ends. TRPA has joined with the Mountain Housing Council, the Tahoe Prosperity Center, St. Joseph's Community Land Trust, local government partners, community institutions, and private developers to create opportunities and to keep bringing workforce housing projects forward.

Last year, recommendations from a working group of these partners led to new policies that make it possible to add accessory dwelling units, like granny flats

or small apartments, to any single-family property on the California side of the basin. Called the Tahoe Living working group, TRPA is reconvening this think tank at the end of this month to build upon our comprehensive, collaborative solutions to Tahoe's housing crisis.

There is much more work to be done. The working group will help us find new ways to encourage a broader range of workforce housing types like duplexes, cottages, and townhomes for middle-income resident. TRPA will also look at policies on density, height, and land coverage and ways to encourage different housing types like moveable tiny homes

that don't otherwise harm our sensitive environment.

We will need the resolve and support of the community to keep projects of every scale moving forward and to continue finding new opportunities for more affordable and achievable housing. The Tahoe Living Working Group will convene virtually on Wednesday, March 30. Information on the group's work, workforce housing incentives, and other policies are available at trpa.gov/housing.

Joanne Marchetta is the executive director of the Tahoe Regional Planning Agency

MARSH

From page 12

And she should know; she has fostered eight elderly pets on their journey toward the rainbow bridge. (Merle, her current fospice pet, is 14-years-old and still enjoying life). Of course it's hard to see them decline, but once you accept that your only goal is to keep them comfortable, the task takes on a sweeter tone.

"The intention of course isn't to prolong an animal's life unnecessarily; but

to give them a warm, loving, dignified place to spend their final days, months, even years," says Alison. "Senior pets ask for so little and it is so easy to give them that. It is extremely rewarding."

The biggest reward for me is in the act of giving selflessly. It nurtures a sense of compassion, patience and generosity that is easy to lose sight of in our stressful lives.

Providing companionship to an elderly animal feels all the more special because you know that their time is

limited. An aging pet like Bingo has given unconditional love and comfort to his humans for a long time. It's an honor to be the one to provide that for him in return.

If you would like to learn more about the Humane Society of Truckee-Tahoe's foster program (including their fospice program), please reach out to, fosters@hstt.org.

Maria Marsh is a volunteer at the Humane Society of Truckee-Tahoe.

VIKINGS

From page 13

the fifth to erase a 6-1 deficit and then held on as the Dust Devils scored five times in the sixth to make it close.

South Tahoe recorded nine hits, including two doubles, a triple and a home run and was also issued nine walks.

Gomez tripled, singled twice, drove in two and scored three times, Wagner homered and singled and drove in two and Luke Laub doubled and drove in three to power the Vikings.

Also for South Tahoe, Ross scored two runs and Forrest

Jones drove in a pair. Gomez and Wagner are on a tear at the plate to start the season. Gomez is hitting .571 with 12 hits in 21 at-bats, including three doubles and two triples, and Wagner is hitting .429 (9-21) with three doubles and Saturday's bomb.

Laub and Cameron Gruner combined to allow Druyer just four earned runs as the Vikings defense committed six errors. Laub

tossed 5 1/2 innings allowing six hits and three earned runs while striking out seven. Gruner threw 1 1/2 innings and allowed one earned run and struck out three.

South Tahoe (5-3) is scheduled to host their first game of the season at 3 p.m. Friday, March 18, a non-league clash against Spring Creek (4-3). The Vikings are also scheduled to host Elko at 11 a.m. Saturday but the

National Weather Service in Reno is forecasting snow throughout the day.

HIGHLANDERS

From page 13

The Highlanders recorded 16 hits, 14 singles, led by Cameron Bodel who went 4-for-4 with four RBIs.

Also for Incline, Shane Green had two hits, including a double, and scored three runs, Hock had two hits and two runs, James DeMarais had two hits and three RBIs, Kyler Thompson had two hits and two RBIs, Barraza had two hits and scored three runs and Combs doubled.

Hock pitched a 4-inning complete game allowing just one run, unearned, on three hits while striking out 10.

The Highlanders (5-2, 1-0 Northern) host Pershing in a doubleheader on Saturday to finish the season series. First pitch is at 10 a.m. at Governor's Field in Carson City.

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Vacant Land - Old Clear Creek Rd., Carson City
 5.72 Acres • MLS #210015507 • 300,000
 Gorgeous Clear Creek Canyon lot is located in Carson City and Douglas County. This is a small community made up of larger parcels, and we all love living in this area. We enjoy all of nature's beauty - pine trees, a year-round stream, changing seasons, wildlife, and some of the best trails and terrain in the area for hiking.
BOB FREDLUND | 775.720.8501
 S.0033860 | bob@nevadastyle.net

1011 Winters Parkway, Dayton, NV
 Residential • \$895,000
 Single story, high ceilings, 3 bedrooms, 2 1/2 bathrooms, 5 car garage, 2904 square feet. New construction with open floor plan and RV garage. Kitchen features a six burner gas range, large walk-in pantry, and large island. Master features walk-in closet with access to laundry room, double sinks, and a large walk-in shower.
BOB FREDLUND | 775.720.8501
 S.0033860 | bob@nevadastyle.net

NOTICE OF PUBLIC HEARING
 IVGID is proposing a sewer and water rate increase, with an overall Water Utility revenues increase of up to 20% and overall Sewer Utility revenues increase of up to 15%. An increase is proposed for Connection Fees and Retroactive Capital Improvement Fees at 12%, as well as proposed increases to Items on the Public Works Fee Schedule.
 The proposed increase for the average residential customer (10,000 gallons of water and 3,000 gallons of sewer per month) on water rates would be 18.8% and sewer rates would be 14%, for a total average utility rate increase of 16%.
 The proposed rate increases are due to the following factors:
 • This rate change for FY 22/23 includes rate changes which did not occur during the last two fiscal years, FY 20/21 and FY 21/22, so the three-year average annual combined utility increase is 5.3% for the average residential customer
 • Significant increases to the estimated costs for capital projects
 • The need to meet the reserve policy voted on by the Board of Trustees
 • Increases in operating costs due to inflation
 Copies of the proposed documents are available at 893 Southwood Blvd., 1220 Sweetwater Road, and on our website at: www.yourtahoeplace.com/ivgid/resources/ivgid-ordinances
 The public hearing will be held:
Wednesday, April 27, 2022 not earlier than 6:00 pm and as soon thereafter as practicable at IVGID Boardroom, 893 Southwood Blvd, Incline Village, Nevada
 The 2022 Rate Study and Presentation, which were presented to the Board of Trustees on November 10, 2021, February 9, 2022 and March 9, 2022, are available on our website: www.yourtahoeplace.com/public-works/rates-billing/about-rates-billing. The documents detail our rate structure and why the rate increase is being proposed.
 If you have comments about the proposed changes to the Schedule of Service Charges, please contact us. You may:
 Write us a letter: 893 Southwood Boulevard
 Incline Village, Nevada 89451
 Attn: Utility Ordinance Amendments
 (775) 832-1100
 Give us a call: (775) 832-1100
 Send us a fax: (775) 832-1331
 Send us an e-mail: utilityordinancecomments@ivgid.org



MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

FROM: Brad Underwood, P.E.
Director of Public Works

SUBJECT: Review, discuss, and possibly authorize a three-year contract for Federal Legislative Advocacy Services with Marcus G. Faust, P.C. in the amount of \$67,044 in year one, with a three year not-to-exceed amount of \$215,000.

DISTRICT STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure.

DATE: April 13, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Authorize a three-year contract with Marcus G. Faust P.C. (MGFPC) in the amount of \$67,044 in year one, with a three year not-to-exceed amount of \$215,000 for Federal Legislative Advocacy Services.
2. Authorize Staff to execute the necessary contract documents.

II. DISTRICT STRATEGIC PLAN

Long Range Principle 5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation venues, facilities and services.

- Maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. BACKGROUND

MGFPC has provided Federal Legislative Advocacy Services for the District for over eighteen years. The primary purpose of the legislative advocacy service is to

Review, discuss, and possibly authorize a three-year contract for Federal Legislative Advocacy Services with Marcus G. Faust, P.C. in the amount of \$67,044 in year one, with a three year not-to-exceed amount of \$215,000.

-2-

April 13, 2022

secure funding for the District's Effluent Export Pipeline Project, Effluent Pond Lining and Watermain and Fire Flow Enhancement Improvement Projects.

The District's efforts with MGFPC have led to receiving \$15.5 million dollars through the Section 595 Program for the Effluent Export Project under the Water Resources Development Act. The District has also received \$6 million from the Lake Tahoe Restoration Act Section 108 Program for funding Environmental Restoration Projects, that was matched with \$2 million of State of Nevada Funding for Mill, Incline and Third Creeks Restoration Projects. MGFPC has also worked with the legislative advocates for South Tahoe PUD (STPUD) in obtaining water infrastructure funding to improve Lake Tahoe public water systems for fire flow for the critical wildland urban interface communities in Lake Tahoe. The District has received over \$3.8 million in this funding from the US Forest Service through STPUD. The District may receive an additional \$660,000 through the current Federal allocation of \$7 million to the Lake Tahoe Restoration Act for water infrastructure upgrades (specifically the Crystal Peak Waterline project). Lake Tahoe public water systems have received over \$17 million in total funding to improve fire flows.

All told, these reimbursements have saved the District's residential and commercial ratepayers \$2,140 each over fourteen years in utility rates. Plus, the restoration projects have improved the stream environment zones (SEZ) of Incline Village and aided in the goal of restoring the clarity of Lake Tahoe.

Incline Village Effluent Export Pipeline and Pond Lining

The Effluent Export Project Phase II will replace the remaining six miles of aging pipeline that has reached its useful life expectancy within the Lake Tahoe basin at an estimated budgeted cost of \$45 million. The District has been collecting \$2 million annually for the project in the sewer CIP rates and will be using the fund balance to partially fund the project.

To date, millions of dollars has come to IVGID for the Effluent Export project through the U.S. Army Corps of Engineers (USACE) Section 595 Rural Western Water Program, which provides funding to Nevada and 6 other western states. MGFPC drafted language that was enacted into law to shape the way the program was managed to prioritize IVGID's projects and to ensure that program funds remain and keep coming to Nevada.

The USACE has been working with IVGID to execute agreements for the Pond Lining Project through the 595 Rural Water program. MGFPC worked with the Nevada Delegation to encourage USACE to allocate funding to the Pond Lining project from funds that were already appropriated for the program. At this time, the USACE has secured \$2 million to contribute to the Pond Lining project when the project is ready to advance.

MGFPC recommended that IVGID pursue \$10 million for the Effluent Export Pipeline through the Environmental Protection Agency's wastewater infrastructure program through the Congressional appropriations process. The Fiscal Year 2023 process has just begun and MGFPC will submit the project application to the Delegation in April. MGFPC will work with the Nevada Delegation to advance project funding for FY23.

In December 2021, MGFPC was notified that the Section 595 Rural Western Water program was almost maxed out and nearing the program's authorized spending cap. Given the project cost and scope of the Effluent Pipeline, it was clear that the cap needed to be raised to ensure the project could be funded through completion. Raising the authorized spending cap for the Section 595 program has several advantages for IVGID. The recently passed Infrastructure Investment and Jobs Act allocated \$5.15 billion over the next 5 years for the USACE's construction program. Unless the authorized spending cap is raised, the Section 595 program would be limited in the amount of *new* money it could absorb from the infrastructure bill and it will not be able to satisfy the growing demand for projects. Increasing the spending cap would ensure that there is enough funding authority so that the program can take on larger projects and successfully fund IVGID's Effluent Export Pipeline through completion.

To raise the funding cap, Congress must approve more funding authority to the USACE. MGFPC has been hard at work educating the Nevada Delegation and others about this issue. Congress is currently drafting the next iteration of the Water Resources Development Act that sets policy and funding levels for federal programs across the agency. In February, MGFPC worked with Congressman Mark Amodei, and Congresswomen Susie Lee, and Dina Titus to submit a request to the House Transportation and Infrastructure Committee to increase the authorized funding level for the Section 595 Rural Western Water Program. MGFPC also reached out to those members in the other relevant states that could benefit from this program to ensure there was support for the program from multiple states. During March, Congresswoman Lee testified at a committee hearing in support of doubling funding for this program. MGFPC will continue to advocate for increasing program funding for the Section 595 Rural Western Water Program.

MGFPC is also consistently tracking other federal funding opportunities for Incline Village with these two projects in mind. They provided IVGID with an overview of the Infrastructure Investment and Jobs Act as well as the American Rescue Plan Act (ARPA) funding opportunities. ARPA funds can be used for water infrastructure improvements. Local communities received funds in two batches. The next iteration of funding will come to Washoe County in May. The State of Nevada also received funds that can be used for water infrastructure projects.

Incline Village Fire Protection Act

The *Incline Village Fire Protection Act* transfers two federal parcels (13 acres) to IVGID for public purposes including public recreation and hazardous fuels reduction and management. MGFPC has worked with the Nevada Congressional Delegation to support the legislation and the response has been very positive. Our legislative strategy is to put the bill on a legislative vehicle that is supported and has the best chance of passing during this polarized Congress.

Congressman Mark Amodei introduced the *Incline Village Fire Protection Act* as part of a Northern Nevada public lands and military modernization package (H.R. 5243). Congressman Amodei is seeking to put the bill in a package that is eligible to be incorporated as part of the National Defense Authorization Act, which is a *must pass* bill. We are working with Congressman Amodei to advance the bill through the legislative process. Senator Jacky Rosen has elected to include the Incline Village Fire Protection Act in the Washoe County public lands bill. That bill process is underway, and her office is working with multiple stakeholders to finalize the legislation.

It is no secret that legislation takes time, which is why IVGID staff have also pursued a strategy to obtain a special use permit from the U.S. Forest Service for these same parcels. Both strategies complement each other. The U.S. Forest Service can see the transfer of these parcels enjoys Congressional support.

Extending the Lake Tahoe Restoration Act to 2034 (H.R. 3132/ S. 1583)

The Lake Tahoe Restoration Act of 2016 (LTRA) authorized millions of dollars for hazardous fuels management, invasive species management, water infrastructure upgrades for fire suppression, environmental restoration and storm water funding. The bill expires in 2024. Senator Catherine Cortez Masto and Congressman Mark Amodei are leading legislation to extend these programs another 10 years, through 2034. This will allow for continued federal investment in the Tahoe Basin, especially for projects that benefit Incline Village.

MGFPC has built positive relationships with the Nevada Congressional Delegation, U.S. Army Corps of Engineers, and U.S. Forest Service in representing IVGID. The Pipeline and Pond Lining projects are at a critical and timely stage for MGFPC to assist in achieving success in funding opportunities. The work plan priorities for this 3-year contract amendment are to pursue funding, Federal Legislation, and Congressional and Federal Agency support for the following:

- Effluent Export Pipeline and Pond Lining projects.
- Regional Water Infrastructure Upgrades for Fire Protection.
- Forest Health – Hazardous Fuel Reduction Activities in the Tahoe Basin

Review, discuss, and possibly authorize a three-year contract for Federal Legislative Advocacy Services with Marcus G. Faust, P.C. in the amount of \$67,044 in year one, with a three year not-to-exceed amount of \$215,000.

- Incline Village Fire Protection Act (transfer of Federal parcels to IVGID).
- Lake Tahoe Restoration Act extension through 2034.
- Tahoe Water for Fire Suppression Partnership.

This item is placed on the Consent Calendar in accordance with Policy 3.1.0 (Consent Calendar), as it is included in the budget and meets budget.

IV. BID RESULTS

Not Applicable

V. FINANCIAL IMPACT AND BUDGET

The full amount of the contract is a water and sewer operating expense in the Utility Fund. It is included in the 2021-22 budget and is also in the proposed budget for 2022-23. The current and proposed utility rates are adequate to pay for this expense.

VI. ALTERNATIVES

Not authorize the contract for Federal Legislative Advocacy Services.

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. COMMENT

This contract has been reviewed by District General Counsel Joshua Nelson.

Attachments:

- Draft Professional Services Agreement

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 202__, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and MARCUS G. FAUST, P.C., a professional corporation engaged in the practice of law, with offices at 300 New Jersey Avenue, NW, Washington, D.C. 20001 (Mailing Address: PO Box 15286, Washington, D.C. 20003) (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

- 2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional lobbying services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing lobbying services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.
- 2.3 Project. District desires to engage Consultant to render professional lobbying services for the District.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant shall consult and advise IVGID on public works, infrastructure, water resources, wastewater, federal lands, and federal grant programs, including but not limited to:

- A. Developing strategies to obtain and maximize federal funding for IVGID projects and programs;
- B. Coordinating funding, legislation, and policy related activities with the United States Congress and federal agencies;
- C. Securing authorizations and funding from the United States Congress and federal agencies to implement IVGID'S projects;
- D. Maintaining direct and frequent contact with key United States Senators and Representatives;
- E. Advocating IVGID's interests during the United States legislative and regulatory process;

- F. Monitoring and information gathering with the Executive Branch and Congress with respect to all matters which IVGID may have interest in. Specifically, affecting IVGID, the development of water and wastewater policy within the Administration and Congress and the development of budgets for appropriations and such other matters of interest pertaining to IVGID;
- G. Actively lobby the Congress and the departments and agencies of the Executive Branch of the government on behalf of the interests of IVGID, as directed by the General Manager or the Director of Public Works. This will involve arranging meetings for personnel of IVGID with officials or staff of these federal departments as may be necessary; the preparation of legal memoranda, Congressional testimony and briefing papers; assisting in devising and implementing strategy with respect to the vital interests and objectives of IVGID; liaison work with key members of the House and Senate Committees with jurisdiction over the Clean Water Act, Safe Drinking Water Act, Environmental Protection Agency, and the Southern Nevada Public Lands Management Act ("SNPLMA");
- H. Providing regular briefings to IVGID as needed and travel to Nevada to meet with IVGID officials annually;
- I. Providing office and administrative support services to IVGID personnel while in Washington, D.C.; and
- J. Travel as may be necessary and authorized specifically by the General Manager or his designee on behalf of IVGID.

3.1.2 Term. The term of this Agreement shall be from [INSERT START DATE] to [INSERT ENDING DATE], extend for a period of three (3) years from this aforementioned date and shall terminate upon 30 days' written notice by either party with or without cause.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Consultant. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent Consultant basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.

3.2.5 District's Representative. The District hereby designates [District General Manager Indra Winquest](#), or his designee, to act as its representative for the performance of this

Agreement (“District’s Representative”). The District’s Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District’s Representative or his or her designee.

- 3.2.6 Consultant’s Representative. Consultant hereby designates [Marcus G. Faust, P.C.](#), or his designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District’s staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: A minimum of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide

waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less

than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subconsultants or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subconsultants or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subconsultants or subconsultants.

3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. compensation for the services provided hereunder shall be \$5,587.00 per month for the first year with an annual escalator each year thereafter in accordance with the Consumer Price Index for All Urban Consumers (CPI-U) increases. CONSULTANT shall submit the monthly fee invoice at the first of each month, beginning on _____, 2022. IVGID shall reimburse CONSULTANT for reasonable expenses incurred in connection with CONSULTANT'S work at actual cost. Expenses shall be reimbursed to CONSULTANT on a monthly basis. All travel expenses shall be incurred only following written approval by IVGID General Manager or his designee.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to

invoices@ivgid.org, with a copy to sah@ivgid.org. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under this Agreement, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Indra Winquest

Consultant

Marcus G. Faust, P.C.
PO Box 15286
Washington, DC 20003

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death,

in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and Consultants arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

- 3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.
- 3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- 3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.
- 3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior

written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

- 3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
- 3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.

- 3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.
- 3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

CONSULTANT:
Marcus G. Faust, P. C.
Agreed to:

By: _____
 Indra Winquest
 District General Manager

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

 Joshua Nelson
 District General Counsel

If Consultant is a corporation,
 attach evidence of authority to
 sign.

Date

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

FROM: Brad Underwood, P.E.
Director of Public Works

Kate Nelson, P.E.
Engineering Manager

SUBJECT: Review, discuss, and possibly approve the Change Order to contract with CORE Construction (Burnt Cedar Swimming Pool and Site Improvements Project) to crack seal, slurry seal and stripe of all the asphalt located within the Burnt Cedar Beach Property (Attachment A), in the amount of \$61,845; authorize the re-allocation of \$37,213 in available funding within the Burnt Cedar Pool and Site Improvements Project (CIP3972BD1301) to the Pavement Maintenance – Burnt Cedar Beach Project (CIP3972LI202); and authorize Staff to execute any change orders for additional work not anticipated at this time of approximately 10% of the change order value; up to the amount of \$6,200.00. (Requesting Staff Member: Director of Public Works Brad Underwood)

DISTRICT STRATEGIC

PLAN: Long Range Principle 5 – Assets and Infrastructure.

DATE: April 27, 2022

I. RECOMMENDATION

That the Board of Trustees review, discuss and possibly make a motion to:

1. Approve the Change Order to contract with CORE Construction (Burnt Cedar Swimming Pool and Site Improvements Project) to crack seal, slurry seal and stripe of all the asphalt located within the Burnt Cedar Beach Property (Attachment A), in the amount of \$61,845.
2. Authorize the re-allocation of \$37,213 in available funding within the Burnt Cedar Pool and Site Improvements Project (CIP3972BD1301) to the Pavement Maintenance – Burnt Cedar Beach Project (CIP3972LI202).
3. Authorize Staff to execute any change orders for additional work not anticipated at this time of approximately 10% of the change order value; up to the amount of \$6,200.00.

II. DISTRICT STRATEGIC PLAN

Review, discuss, and possibly approve a
a Change Order to the contract with CORE Construction
(Burnt Cedar Swimming Pool and Site Improvements)
to crack seal, slurry seal and stripe
of all the asphalt located within the
Burnt Cedar Beach Property.

-2-

April 13, 2022

Long Range Principle 5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Enhance and maintain IVGID's current facilities, and upgrade equipment on a regular schedule.

Community Services Master Plan – Top Tier Recommendation and Board Priority Project

III. BACKGROUND

PW Staff delayed the 2021 annual pavement maintenance of the Burnt Cedar Beach property knowing that, as part of the Burnt Cedar Swimming Pool and Site Improvement project, some pavement restoration would need to be completed prior to the opening of the pool summer of 2022. Taking advantage of having a contractor already on site for the pool construction saves the District additional mobilization and demobilization costs. The current contract with CORE Construction only includes pavement patching within their work area which will still be done, but does not include any slurry sealing which is the new scope proposed.

PW Staff requested CORE Construction provide additional pricing to crack fill, slurry seal and stripe all of the asphalt located within the Burnt Cedar Beach property. Work is proposed to include the area serving the Burnt Cedar Beach Water Treatment Facility, as well as both parking lots (west and east side of the Burnt Cedar Pool Building) and adjacent to the restroom facility. The cost for the proposed work is \$61,845.00 (Attachment A). PW Staff has requested approximately 10% contingency for unforeseen work.

The Burnt Cedar Beach property asphalt maintenance has historically been broken into approximately 14,435 sf that is the responsibility of the Utility fund, since the pavement only serves the Water Treatment Facility and the Destruct building. The remaining pavement area (approximately 65,564 sf) is the responsibility of the Beaches fund.

The Burnt Cedar Swimming Pool and Site Improvements Project is close to completion. There are allowance line items included in CORE Construction's GMP (approved April 21, 2021) (Attachment D) that will not be spent because the work

Review, discuss, and possibly approve a
a Change Order to the contract with CORE Construction
(Burnt Cedar Swimming Pool and Site Improvements)
to crack seal, slurry seal and stripe
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-3-

April 13, 2022

was not necessary during construction. The allowance items were risks identified by the CMAR team during design. A total of two (2) risks identified that were not encountered during construction and the associated budgeted funds will be returned to fund balance once the project is complete. PW Staff recommends utilizing a portion of the Allowance #2 Rock/Boulder Excavation (\$50,000) to provide the remaining funding required to complete the entire pavement maintenance at the Burnt Cedar Beach property. PW Staff believes this is a great opportunity to have fresh slurry seal and striping completed prior to the Grand Opening of the new pool facility.

IV. BID RESULTS

Not applicable.

V. FINANCIAL IMPACT AND BUDGET

If approved, the cost of the recommended change order to the District's contract with CORE Construction to perform pavement-related work at the Burnt Cedar Beach parking lots would be \$61,845, plus a contingency of up to \$6,200. Funding for the change order is proposed to come from available funding as follows:

- a) Pavement Maintenance-Burnt Cedar Beach (CIP3972LI1202), in the amount of \$12,500:
- b) Pavement Maintenance-Utility Facilities (CIP2097LI1401) in the amount of \$18,332.45; and,
- c) Re-allocation of \$37,213 in available funding from the Burnt Cedar Swimming Pool and Site Improvements Project (CIP3972BD1301), utilizing a portion of the un-used Allowance #2 Rock/Boulder Excavation (Attachment D).

Between all three funding sources, there is adequate budget to support the change order for crack seal, slurry seal and striping of the entire Burnt Cedar Beach property (See Attachments B and C). Furthermore, the costs incurred as a result of this change order would be appropriately charged to the two existing pavement maintenance projects, including the Utility fund-supported project for costs related to the parking lot serving the District's Water Treatment Facility located at Burnt Cedar Beach.

Below is the current project budget status through March 31, 2022. This table was presented in the General Manager's Update to the Board of Trustees April 13, 2022. Please note that PW Staff has included status of the staff construction management budget as well.

Review, discuss, and possibly approve a
 a Change Order to the contract with CORE Construction
 (Burnt Cedar Swimming Pool and Site Improvements)
 to crack seal, slurry seal and stripe
 of all the asphalt located within the
 Burnt Cedar Beach Property.

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed to Date	Current Balance to Completion (including retainage)
\$3,845,864.00	\$100,896.04	\$3,946,760.04	\$2,948,411.40	\$998,348.64

Construction Budget Status:

Board Authorized Budget Item (4/29/2021)	Approved Budget	Costs Approved To Date	Budget Remaining
Construction	\$3,749,404.00	\$3,101,590.99	\$645,813.01
CMAR Contingency & Allowances	\$240,964.00	\$59,252.55	\$181,711.45*
Add Alternates (#1, #2, #3, #4)	\$96,461.00	\$76,589.00	\$19,872.00*
Owner Construction Reserves	\$160,000.00	\$100,896.04	\$59,103.96
District Staff Time**	\$75,000	\$47,944.05	\$27,055.95

*Alternate #4 (Colored Concrete) was not approved saving \$19,872; Allowance #2 Rock/Boulder Excavation was not used saving \$50,000; Allowance #3 Dewatering was not used saving \$25,000.

**PW Staff Construction Management – billing period May 1, 2021 through March 31, 2022.

VI. ALTERNATIVES

Choose not to award the Change Order and have PW Staff solicit only \$12,500 worth of pavement maintenance to utilize FY21/22 funds.

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Attachments:

- A – Change Order Request, CORE Construction
- B – Pavement Maintenance, Burnt Cedar Beach CIP 3972LI1202 Data Sheet
- C – Pavement Maintenance, Utility Facilities CIP 2097LI1401 Data Sheet

Review, discuss, and possibly approve a
a Change Order to the contract with CORE Construction
(Burnt Cedar Swimming Pool and Site Improvements)
to crack seal, slurry seal and stripe
of all the asphalt located within the
Burnt Cedar Beach Property.

-5-

April 13, 2022

D – CORE Construction Exhibit A.1 GMP Summary



5422 Longley Ln., #B
Reno, NV 89511

T 775.525.5757
F 775.345.3316

April 14, 2022

Kate Nelson
Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89451

Re: Proposal for Parking Lot Repairs – Burnt Cedar Beach

Dear Kate,

Please find the enclosed proposal to provide crack sealing, slurry and striping for the entire parking lot and driveway area at Burnt Cedar Beach.

The total cost for this work is \$61,845.00 per the attached proposal.

Please respond at your earliest convenience.

Thank you,

Tess Zinio
Senior Construction Manager, CCM

CORE Construction | West



NEVADA OFFICE
 NSL #55758
 2340 E. 5th Street
 Reno, NV 89512
 Ph: (775) 786-3310
 Fax: (775) 786-0790

To: Core	Contact:
Address: 5422 Longley Ln Reno, Nv 89511 UNITES STATES	Phone: (775) 525-5757 Fax: (775) 345-3316
Project Name: Burnt Cedar Creek	Bid Number:
Project Location:	Bid Date:

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Slurry Seal / Crack Seal And Striping Of Parking Lot	1.00	LS	\$61,845.00	\$61,845.00

Total Bid Price: \$61,845.00

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Aspen Developers Corp.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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NEVADA OFFICE
 NSL #55758
 2340 E. 5th Street
 Reno, NV 89512
 Ph: (775) 786-3310
 Fax: (775) 786-0790

Cost Detail

Project Name: Burnt Cedar Creek	Customer: Core
Job Number:	Billing Address: 5422 Longley Ln
Bid As:	Reno, Nv 89511 UNITES STATES
Estimator:	Phone: (775) 525-5757
Project Address:	Contact:
Completion Date:	

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
D 1020 - Slurry Seal / Crack Seal And Striping Of Parking Lot	1.00	LS	\$58,900.00	\$58,900.00
S SNC Subcontracted	1.00	LS	\$58,900.00	\$58,900.00

Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	\$0.00	0.00%
Equipment Owned:	\$0.00	0.00%
Equipment Rented:	\$0.00	0.00%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$0.00	0.00%
Subcontracted:	\$58,900.00	100.00%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$0.00	0.00%
Plug:	\$0.00	0.00%
Direct Cost:	\$58,900.00	

Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	\$58,900.00	95.24%
Total DC Adds/Cuts:	\$0.00	0.00%
Total Indirect Cost:	\$0.00	0.00%
Total Bond:	\$0.00	0.00%
Total Overall Cost:	\$58,900.00	95.24%
Total Overhead:	\$0.00	0.00%
Total Profit:	\$2,945.00	4.76%
Total Margin:	\$2,945.00	4.76%
Total Bid Price:	\$61,845.00	

Kurt Matzoll

From: Alex Faust <afaust@snc.biz>
Sent: Tuesday, April 12, 2022 10:45 AM
To: Kurt Matzoll
Subject: Burnt Cedar Parking Lot Maintenance

Kurt:

Please use \$58,900 LS for the 80,000 SF of Type 2 Slurry Seal (Figured for 2 shifts), 200 LF of Crack Seal and 40 regular striping stalls.

Let me know if you need anything else.

Thanks

Alex Faust, VP Pavement Preservation

SIERRA NEVADA CONSTRUCTION, INC.



2055 E. Greg Street Sparks, NV 89431

Office: 775.355.0420 **Fax:** 775.355.0535

Web: www.snc.biz **Visit Us On:** [Facebook](#) | [LinkedIn](#)

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Project Summary

Project Number:	3972LI1202
Title:	Pavement Maintenance, Burnt Cedar Beach
Project Type:	E - Capital Maintenance
Division:	72 - Beach Maintenance
Budget Year:	2022
Finance Option:	
Asset Type:	LI - Land Improvements
Active:	Yes

Project Description			
Continued maintenance and repair of Burnt Cedar Beach pavement assets. Site includes approximately 80,000 sf of pavement. Engineering maintains a database for for this and other facilities for pavement condition, past projects and forecasts long-term maintenance and replacement needs.			
Project Internal Staff			
Engineering to perform design, bid, contract administration and inspection tasks. Outside contractor to do the work.			
Project Justification			
Regular preventative maintenance of pavement significantly increases the life of a facility and defers the timeline for which wholesale replacement is required. Once pavement has reached its expected lifespan and begins to fail, major rehabilitation is required. Tahoe's freeze/thaw climate and snow removal operations accelerate deterioration. Last Slurry Sealed in 2014 and holding up well. Lumos & Associates 2019 evaluation is fair overall condition. Most drains have failed and curbing is damaged throughout. Slurry seal planned for 2023. Reconstruction is budgeted for 2026 with elevated interim maintenance budgeted.			
Forecast			
Budget Year	Total Expense	Total Revenue	Difference
2022			
Crack fill and Maintenance	5,000	0	5,000
Internal Services	2,500	0	2,500
Section Replacement	5,000	0	5,000
Year Total	12,500	0	12,500
2023			
Crack fill and Maintenance	10,000	0	10,000
Engineering Services	7,500	0	7,500
Internal Services	10,000	0	10,000
Slurry Seal	40,000	0	40,000
Year Total	67,500	0	67,500
2024			
Crack fill and Maintenance	5,000	0	5,000
Internal Services	2,500	0	2,500
Section Replacement	5,000	0	5,000
Year Total	12,500	0	12,500
2025			
Crack fill and Maintenance	5,000	0	5,000
Internal Services	2,500	0	2,500

Section Replacement	5,000	0	5,000
Year Total	12,500	0	12,500
2026			
Engineering Services	10,000	0	10,000
Internal Services	25,000	0	25,000
Reconstruct	800,000	0	800,000
Year Total	835,000	0	835,000
2027			
Crack fill and Maintenance	5,000	0	5,000
Year Total	5,000	0	5,000
2028			
Crack fill and Maintenance	5,000	0	5,000
Year Total	5,000	0	5,000
2029			
Crack fill and Maintenance	5,000	0	5,000
Internal Services	2,500	0	2,500
Year Total	7,500	0	7,500
2030			
Crack fill and Maintenance	5,000	0	5,000
Year Total	5,000	0	5,000
2031			
Crack fill and Maintenance	10,000	0	10,000
Internal Services	10,000	0	10,000
Slurry Seal	40,000	0	40,000
Year Total	60,000	0	60,000
2032			
Crack fill and Maintenance	5,000	0	5,000
Year Total	5,000	0	5,000
2033			
Crack fill and Maintenance	5,000	0	5,000
Year Total	5,000	0	5,000
2034			
Crack fill and Maintenance	5,000	0	5,000
Year Total	5,000	0	5,000
	1,037,500	0	1,037,500

Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2012	Jul 1, 2019	Jun 30, 2029	Senior Engineer	



Project Summary

Project Number:	2097LI1401
Title:	Pavement Maintenance, Utility Facilities
Project Type:	E - Capital Maintenance
Division:	97 - Public Works Shared
Budget Year:	2022
Finance Options:	Lease Eligible
Asset Type:	LI - Land Improvements
Active:	Yes

Project Description			
This project is for the continued maintenance and repair of pavement assets at all Utility facilities. Facilities include sewer and water pumping stations, reservoirs, Waste Resource Recovery Facility and Public Works Facility. There are 19 utility sites with a combined total of 231,000 square feet of coverage. Public Works staff maintains a database of these and other facilities for pavement conditions, past projects and forecasts long-term maintenance needs. Public Works staff performs annual inspections of all sites. Life of maintenance measures varies: New pavement has a typical lifespan of 15-20 years, Overlay 5-10 years, Slurry Seal can last 3-6 years and crack fill 1-3 years all dependent on the degree of use and severity of weather and snow removal.			
Project Internal Staff			
Public Works staff will perform design, bid, contract administration, and related inspection tasks. Work will be performed by outside contractors.			
Project Justification			
Regular preventative maintenance of pavement significantly increases the life of the asset and defers the timeline for which wholesale replacement is required. Once pavement has reached its expected lifespan and begins to fail, major rehabilitation is required. Tahoe's freeze/thaw climate and snow removal operations accelerate pavement deterioration. By sealing the cracks and sealing the surface it extends the life of the pavement and protects the structure below. A baseline of annual funds are budgeted due to the overall age of most facilities and the possibility of unforeseen winter damage.			
Most sites were slurry sealed in 2015 and planned again for 2021. The upper lot at Public works is 15 years old and showing signs of distress and in need of extensive repairs. SPS-8 work in 2021 will correct drainage problems in conjunction with NDOT's highway repaving project The driveway to R3-1 WPS 4-2/5-1 has a separate CIP for a planned project. Burnt Cedar WDP should be sealed in conjunction with the Beach parking lot seal planned in 2023.			
Forecast			
Budget Year	Total Expense	Total Revenue	Difference
2022			
Concrete Pad Resurface and Repair at WRRF	15,000	0	15,000
Crack fill and slurry remote sites	50,000	0	50,000
Internal Services	12,500	0	12,500
Miscellaneous repairs	10,000	0	10,000
Public Works upper lot repairs	40,000	0	40,000
SPS 8 pavement, drains and waterline	30,000	0	30,000
Year Total	157,500	0	157,500
2023			
Crack fill and slurry remote sites	50,000	0	50,000
Internal Services	5,000	0	5,000
Miscellaneous repairs	10,000	0	10,000
Public Works upper lot repairs	20,000	0	20,000

slurry seal Burnt Cedar WDP	10,000	0	10,000
slurry seal lower PW lot	30,000	0	30,000
slurry seal Sweetwater Rd	15,000	0	15,000
slurry seal WRRF	20,000	0	20,000
SPS 8 pavement, drains and waterline	20,000	0	20,000
Year Total	180,000	0	180,000
2024			
Internal Services	2,500	0	2,500
Miscellaneous repairs	10,000	0	10,000
Year Total	12,500	0	12,500
2025			
Internal Services	10,000	0	10,000
Reconstruct Utility Facilities	250,000	0	250,000
Year Total	260,000	0	260,000
2026			
Crack fill and slurry remote sites	250,000	0	250,000
Internal Services	10,000	0	10,000
Year Total	260,000	0	260,000
2027			
Internal Services	2,500	0	2,500
Miscellaneous repairs	10,000	0	10,000
Year Total	12,500	0	12,500
2028			
Internal Services	2,500	0	2,500
Miscellaneous repairs	10,000	0	10,000
slurry seal Burnt Cedar WDP	10,000	0	10,000
slurry seal lower PW lot	30,000	0	30,000
slurry seal Sweetwater Rd	15,000	0	15,000
Year Total	67,500	0	67,500
2029			
Internal Services	2,500	0	2,500
Miscellaneous repairs	10,000	0	10,000
Year Total	12,500	0	12,500
2030			
Internal Services	10,000	0	10,000
Reconstruct Utility Facilities	300,000	0	300,000
Year Total	310,000	0	310,000
2031			
Crack fill and slurry remote sites	300,000	0	300,000
Internal Services	10,000	0	10,000
Year Total	310,000	0	310,000

2032			
Internal Services	2,500	0	2,500
Miscellaneous repairs	10,000	0	10,000
Year Total	12,500	0	12,500
2033			
Internal Services	2,500	0	2,500
Miscellaneous repairs	10,000	0	10,000
slurry seal Burnt Cedar WDP	10,000	0	10,000
slurry seal lower PW lot	30,000	0	30,000
slurry seal Sweetwater Rd	15,000	0	15,000
slurry seal WRRF	20,000	0	20,000
Year Total	87,500	0	87,500
2034			
Internal Services	2,500	0	2,500
Miscellaneous repairs	10,000	0	10,000
Year Total	12,500	0	12,500
2035			
Internal Services	10,000	0	10,000
Reconstruct Utility Facilities	300,000	0	300,000
Year Total	310,000	0	310,000
2036			
Crack fill and slurry remote sites	300,000	0	300,000
Internal Services	10,000	0	10,000
Year Total	310,000	0	310,000
2038			
slurry seal Burnt Cedar WDP	10,000	0	10,000
slurry seal Sweetwater Rd	15,000	0	15,000
slurry seal WRRF	20,000	0	20,000
Year Total	45,000	0	45,000
	2,350,000	0	2,350,000

Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2012	Jul 1, 2020	Jun 30, 2021	Senior Engineer	Testing

EXHIBIT A.1 GMP SUMMARY



Burnt Cedar Beach - Pool Reconstruction

GMP, April 21, 2021

LOCATION: Incline Village, NV

#	Description		Base Price
	GENERAL REQUIREMENTS		\$165,076
TSR	General Requirements		\$165,076
	DEMOLITION / OFF-SITE INFRASTRUCTURE		\$21,800
2	Temporary Access / Logistics		\$11,000
3	Selective Demolition (Equipment Room)		\$10,800
	SITE WORK (ROUGH)		\$800,741
7	Survey, Layout and Staking		\$13,100
8	Site Clearing, Demo, Earthwork, Utilities, Paving		\$787,641
	SITE WORK (FINISH)		\$489,546
15	Landscaping & Irrigation		\$75,830
16	Fencing & Gates		\$108,476
23	Site & Building Concrete		\$269,774
24	Site Masonry		\$19,250
25	Site Metals		\$16,216
	STRUCTURE		\$42,567
36	Rough Carpentry		\$42,567
	ENCLOSURE		\$12,863
38	Caulking and Sealants		\$12,863
	INTERIOR FINISHES		\$19,245
61	Drywall & Ceiling Repair		\$5,000
62	Painting & Interior Touch-up		\$13,000
69	Concrete Finishing		\$1,245
	SPECIALTIES		\$0
	EQUIPMENT		\$1,223,000
91	Swimming Pool & Wading Pool		\$1,223,000
	MEP SYSTEMS		\$57,296
98	Plumbing Systems		\$41,059
104	Electrical & Low Voltage Systems		\$16,237
	SPECIAL SYSTEMS		\$0

Subtotal		\$2,832,134
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	GENERAL CONDITIONS		SUB TOTAL
Required	General Conditions		\$473,022
Required	Warranty Service		\$4,248

Subtotal (with General Conditions)		\$3,309,404
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EXHIBIT A.1 GMP SUMMARY



Burnt Cedar Beach - Pool Reconstruction
GMP, April 21, 2021
LOCATION: Incline Village, NV

INSURANCE, BONDS, AND BUILDERS RISK		SUB TOTAL
Required	General Liability	\$35,085
Required	Payment and Performance Bond	\$23,853
Required	Builders Risk Insurance	\$500
Subtotal (with GC's, Prof. Services, & Insurance)		\$3,368,842
RATE	CONTRACTOR'S FEE	SUB TOTAL
3.95%	Construction Manager At Risk Fee	\$138,584
0.15%	State Commerce Tax	\$1,013
Subtotal (GC's, Prof Services, Insurance, Tax, & Fee)		\$3,508,439
Direct Cost Subtotal		\$3,508,439

EXHIBIT A.1 GMP SUMMARY



Burnt Cedar Beach - Pool Reconstruction

GMP, April 21, 2021

LOCATION: Incline Village, NV

Current Status	Description	All Costs For Reference	Total Accepted Construction Costs
BASE PRICE			
	Direct Cost Subtotal	\$3,508,439	\$3,508,439
ALTERNATES			
Accepted	Alternate #1: Connector Path & CMU Retaining Wall	\$53,642	\$53,642
Accepted	Alternate #2: Pine Tree Element	\$18,916	\$18,916
Accepted	Alternate #3: Bubbler Fountain	\$4,031	\$4,031
Accepted	Alternate #4: Colored Concrete (Pool Deck)	\$19,872	\$19,872
CONTINGENCIES & ALLOWANCES			
Accepted	Construction Contingency	\$84,964	\$84,964
Accepted	Allowance #1: Temporary Heating, Power, & Cold Weather Protection	\$45,000	\$45,000
Accepted	Allowance #2: Rock/Boulder Excavation	\$50,000	\$50,000
Accepted	Allowance #3: Dewatering	\$25,000	\$25,000
Accepted	Allowance #4: Temporary Erosion Control and TRPA Coordination	\$36,000	\$36,000
GMP Total With Alternates			\$3,845,865

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Brad Underwood, P.E.
Director of Public Works

SUBJECT: Review, discuss, and possibly award a design contract for the Recreation Center Expansion Project - 30% Schematic Design; Vendor: H&K Architects in the amount of \$72,000 (Option 2); plus \$29,000 Public Works Staff support under the Memorandum of Understanding with the David and Cheryl Duffield Foundation.

DISTRICT STRATEGIC PLAN: Long Range Principle 1 – Service
Long Range Principle 5 – Assets and Infrastructure

DATE: April 27, 2022

I. RECOMMENDATION

That the Board of Trustees review, discuss and possibly make a motion to:

1. Award the 30% Schematic Design Contract, Option 2 (Attachment A) for the Recreation Center Expansion Project 30% Schematic Design; Vendor: H&K Architect in the amount of \$72,000 (Option 2); under Memorandum of Understanding with the David and Cheryl Duffield Foundation.
2. Authorize \$29,000 of Public Works Staff support through the 30% Schematic design phase, and
3. Authorize an FY2021/22 budget augmentation of \$101,000, within the Community Services – Recreation Center Fund (350) to support this work.

II. DISTRICT STRATEGIC PLAN

Long Range Principal 1 – Service - Execute the short and long term strategy as they relate to various district venue and facility master plans and studies as the roadmap for the future.

Long Range Principle 5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Enhance and maintain the District's current facilities, and upgrade equipment on a regular schedule.

Community Services Master Plan – Top Tier Recommendation

III. BACKGROUND

Over the 30-years that the Recreation Center (Rec Center) has been in service, it has come to play an important role in this community, with large membership numbers and giving those members a high quality health and fitness experience. Yet the Rec Center currently presents challenges as it relates to conflicting usage and the overall ability to provide services to parts of our community. There is a clear need from the youth and families within this community, for different types of programming, that the Rec Center cannot currently support.

The Community Service Master Plan (Master Plan) was approved in 2018 and included top tier and second tier recommendations (Pages 133-139) for improvements. Within the top tier, there were recommendations to improve and expand the Rec Center. This recommendation specifically stated to expand the Rec Center, “to provide a more efficient layout for the entry/reception, expand the weight and fitness studio, provide additional gym space, and provide additional multi-use meeting rooms, offices and storage.”

After discussions with the District, the David and Cheryl Foundation (Foundation) issued IVGID a letter of interest to enter into a partnership with IVGID to expand and enhance the Rec Center Campus to provide additional services to the community of Incline Village/Crystal Bay. The Foundation proposed an expansion that would include an additional multi-use gymnasium as well as a youth and teen center. The District went to the Board of Trustees (Board) and received approval by unanimous vote to enter into the Memorandum of Understanding (MOU) (Attachment B) with the Foundation to begin the schematic phase of the design of the Rec Center Expansion Project (Project).

A requirement of the Foundation for the funding of the Project, is an accelerated design and construction schedule. The Foundation has requested a timeline for the end of construction and opening of the Project in December 2024.

IV. THE SCHEMATIC PHASE - CONCEPT PROPOSALS

The MOU with the Foundation set forth the stepping stones to begin the Project. The development of the conceptual design is the 30% Schematic Design Phase. This phase will include building programming and schematic building design. It

will also include overall project cost estimation, including full design and project management costs, the operation and maintenance cost estimations as well as the operations and programmatic plan which includes the collaboration with the Boys and Girls Club.

The District requested Concept Proposals for the 30% Schematic Design Phase from three (3) qualified architecture firms for the Project which were H&K Architects, TSK Architects and Collaborative Design. District staff met with the firms to discuss the project scope, the accelerated schedule required by the Foundation, what the Concept Proposals should contain, how the firms would be selected and the requirements and constraints of the Project.

The Foundation will review and the District will enter into a contract with one of the architecture firm for 30% Schematic Design of the Project under the MOU. The 30% Schematic Design documents will be used as the bridging documents for the District to advertise for the Request for Qualification (RFQ) for a Construction Manager at Risk (CMAR). The CMAR project model is the correct process for the District to follow because of the nature, size and accelerated schedule of the Project.

The District staff gave the firms the following information:

1. Project Scope:
 - a. Gymnasium: high school basketball court, half of which will be dedicated for gymnastics use.
 - b. Youth Center: including class rooms, office space, bathrooms and a small kitchen facility.
 - c. Storage: enough storage area to accommodate the new gym as well as the existing gym.
 - d. Ingress/Egress: Separate entrance for the Youth Center. Safety should be a consideration.
 - e. Parking: Possible reconfiguration of the parking lot.
2. Approximate Budget range.
3. Construction Schedule: May 1, 2023 to Dec. 31, 2024.

The Concept Proposals were presented by the firms to the Selection Committee on Tuesday, April 19, 2022. The Selection Committee was made up of four (4) District staff, one (1) District Board member, one (1) member of the Boys and Girls Club of North Lake Tahoe and the District General Manager. The Selection Committee evaluated the proposals based on the firm's experience, the firm's approach to the project, the design concept, the key personnel and references.

The architecture firm the Selection Committee chose was H&K Architects.

V. PROJECT SCHEDULE

The District staff has developed the Project schedule (Attachment C) to meet the Foundations timeline.

Project Schedule:

- April 27: Approval of Architect for the 30% design recommendation to BOT.
- June 29: Recommendation to BOT to approve schematic (30%) design, CMAR, Architect and Engineering 100% Design, and the updated MOU with the donor.
- Sept 22: 60% Design complete, submit to TRPA & Washoe County
- Jan. 5, 2023: 100% Design Complete
- Feb 15, 2023: Bid Project
- March 17, 2023 Guaranteed Max Price (GMP) from CMAR
- May 1, 2023: Start Construction Earthwork
- Nov. 1, 2023: Earthwork complete and begin vertical construction
- Dec. 31, 2024 Construction complete

VI. COLLABORATION WITH THE BOYS AND GIRLS CLUB

As laid out in the MOU with the Foundation, the operations and programmatic planning will include the potential collaboration with the Boys and Girls Club (B&GC). This programming will include types of programs, activities, staffing needs, staffing levels, and fee structures. The youth center will house out-of-school programs for children in elementary school through high school. Members of the youth center will participate in five (5) core program areas which include: Education and Career Development, Health and Life Skills, Sports, Fitness and Recreation, The Arts and Character and Leadership Development. The schematic design will take into consideration the safety of the facility, which will include open sight lines and secure entrances and exits.

VII. CONTRACT OPTIONS #1 AND #2

H&K Architects has submitted two (2) contract options for the Board to review and discuss. Contract Option #1 (Attachment D) is limited to the Building Programming (Phase 1) and Schematic Building Expansion Design (Phase 2) for a Gymnasium and Youth Center additions. Phase 1 would include: Individual Space Design Criteria, Department Summary, and the Overall Building Expansion Program Summary. Phase 2 would include: Site Plans, Floor Plans, Roof Plans, Exterior Elevations, Three-Dimensional Exterior Views, Three-Dimensional Interior Views, and Preliminary Building Design/Code Criteria. The outlined services would be completed by June 30, 2022 for a fixed fee of \$65,000.

Contract Option #2 (Attachment A) is also for the Building Programming (Phase 1) and Schematic Building Expansion Design for a Gymnasium, Youth Center, and existing Recreation Center. The outlined services would be completed by June 30, 2022 for a fixed fee of \$72,000.

The Contract Option #2 will include the addition of flexible meeting, and programming facilities for the existing Rec Center. It will also include increased storage space and an updated and relocated lobby. The existing lobby would be redesigned and the reception area would be used for needed recreational space. All of which was identified in the Master Plan as necessary updates.

VIII. FISCAL IMPACT AND BUDGET

The Recreation Center Expansion Project is a new project made possible through grant funding to be provided through the Foundation. This project has been included in the updated multi-year capital plan, with design costs estimated at \$500,000 included in FY2022/23 and a preliminary construction estimate of up to \$25 million included in FY2023/24 and FY2024/25.

The recommended contract to prepare 30% schematic design, under Option #2, would be in the amount of \$72,000, with \$65,000 to be funded through the Foundation grant, and \$7,000 funded by the District. An additional \$29,000 in staff costs, funded by the District, are proposed to support the 30% schematic design phase of the project.

A FY2021/22 budget augmentation within the Community Services – Recreation Center Fund (350) totaling \$101,000 is being requested in order to cover work to be performed in the current fiscal year. This budget augmentation would be supported through \$65,000 in grant revenues and \$36,000 from available fund balance within the Community Services Fund.

Concurrent with Board approval of the recommendation to award the contract for preparation of the 30% schematic design, the amount to be included in the FY2022/33 budget to complete the design phase of the project will be reduced from \$500,000 to \$428,000.

In addition, the funding included in the updated multi-year capital plan to support the construction phase of this project will be updated consistent with the project schedule, which contemplates awarding the construction contract, under a CMAR project-delivery method, in March of 2023 (FY2022/23).

IX. CONCLUSION

PW Staff is recommending that the Board award the Design Contract Option #2 to H&K Architects for the Rec Center Expansion Project for \$72,000 as well as the \$29,000 for District Staff support under the MOU with the Foundation.

As documented in the Master Plan, enhancing and expanding the Rec Center is recommended as a high priority in the community. Option #2 of H&K's contract includes the enhancement of the Rec Center. This project would check the following boxes within the Master Plan:

- Renovate the existing reception desk to be more visible, improve customer service, and better utilize space.
- Reorganize the retail sales area to be secure and consolidated.
- Provide an addition that would include space for expanded staff offices.
- Construct a multi-use meeting room.
- Construct a new gymnasium space.
- Construct additional space for the weights and fitness studio and additional staff and personal fitness assessment space.
- Parking Improvements.

I. ATTACHMENTS

- A. Contract Option #2 with H&K Architects
- B. Memorandum of Understanding (MOU) between the Incline Village General Improvement District and the David & Cheryl Duffield Foundation.
- C. Project Schedule
- D. Contract Option #1 with H&K Architects

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of DATE by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Hershenow + Klippenstein Architects, LTD., aka H+K Architects, a Domestic Professional Corporation, with its principal place of business at 5485 Reno Corporate Drive, Suite 100, Reno, Nevada (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

- 2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional architectural services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing architectural services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.
- 2.3 Project. District desires to engage Consultant to render professional architectural services for the IVGID Recreation Center Expansion (“Project”).

3. TERMS.

3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional programming and 30% schematic design of a gymnasium/youth center addition to the District’s existing Recreation Center, necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.
- 3.1.2 Term. The term of this Agreement shall be from TBD to June 30, 2022, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.
- 3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Jeff Klippenstein, AIA.
- 3.2.5 District's Representative. The District hereby designates Engineering Manager Kate Nelson, PE, or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.
- 3.2.6 Consultant's Representative. Consultant hereby designates Jeff Klippenstein or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

- 3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.10 Insurance.
- 3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.
- 3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* A minimum of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance:* Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions:* Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall

stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.
- 3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.
- 3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

- 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit A, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall be the fixed fee of and shall not exceed Sixty-Five Thousand Dollars (\$65,000) without written approval of District's General Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed, progress towards completion of the Services for the Project in a percentage in increments of ten percent (10%), and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to invoices@ivgid.org, with a copy to sah@ivgid.org. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within thirty (30) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.
- 3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the District as part of any Extra Work.
- 3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without

written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson

Consultant

H+K Architects
5485 Reno Corporate Drive, Ste. 100
Reno, NV 89511
Attn: Jeff Klippenstein

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any

such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

- 3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.
- 3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- 3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.
- 3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

- 3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.
- 3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those

that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

CONTRACTOR:
H+K ARCHITECTS
Agreed to:

By: _____
Indra Winquest
District General Manager

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

If Contractor is a corporation,
attach evidence of authority to
sign.

Date

Proposal

April 19, 2022

Bree A. Waters

District Project Manager
Incline Village General Improvement District
Public Works Department
1220 Sweetwater Road
Incline Village, NV 89451

Re: Recreation Center Expansion Programming & 30% Schematic Design
Gymnasium / Youth Center

Dear Bree,

We are pleased to submit this proposal which outlines professional Programming and Schematic Design services for the captioned project. We have included a project description, scope of work, proposed schedule, and our proposed fee.

PROJECT DESCRIPTION

It is our understanding the scope of this project is to provide programming, 30% Schematic Design to add a Gymnasium and Youth Center to the existing IVGID Recreation Center. To accomplish these tasks, we have outlined a 2 Phase Scope of Work approach that can be summarized as follows:

Phase 1: Building Programming
Phase 2: Schematic Building Expansion Design

SCOPE OF WORK

Through a series of on-site workshops with the representatives assigned to be the decision makers regarding this project, we will provide the following:

PHASE 1: BUILDING PROGRAMMING

Provide Programming for the Gymnasium and Youth Center additions:

- Review information provided by project representatives.
- Lead Discussions with representatives to gather program information.
- Prepare room list and area allocations for all spaces including support spaces to include in a comprehensive project room list.

Deliverables for Phase 1

Architectural Program Document

Individual Space Design Criteria
Department Summary
Overall Building Expansion Program Summary



H+K ARCHITECTS

5485 Reno Corporate Drive, Suite 100
Reno, Nevada 89511-2262

P 775+332+6640
F 775+332+6642

hkarchitects.com

PHASE 2: SCHEMATIC BUILDING EXPANSION DESIGN

We will provide schematic site and building design accomplishing the Building Program requirements and any requirements for coordination with the TRPA Consultant and the TRPA Submittal (by others).

There will be an emphasis on working with the CMAR to create a site plan and existing building occupancy plan coordinated with the TRPA consultant and submittal.

Deliverables for Phase 2

Schematic Building Expansion Design Documents

- Site Plan
- Floor Plans
- Roof Plan
- Exterior Elevations
- Three-Dimensional Exterior Views
- Three-Dimensional Interior Views
- Preliminary Building Design/Code Criteria

SCHEDULE

It is our understanding that the services outline above shall be completed by June 30, 2022.

FEE

We propose to provide the Basic Services outlined above for a fixed fee of Sixty-Five Thousand Dollars (\$65,000.00).

UNDERSTANDING

This proposal has been prepared with the following understanding:

1. Services related to Engineering Disciplines (Civil, Structural, Mechanical, Electrical, TRPA) are not a part of this Proposal. Owner to contract separately with TRPA Consultant.
2. LEED Services are not included in this Proposal.
3. Hazardous Materials Surveys of existing building are not a part of this Proposal.

Thank you for the opportunity to present this proposal. Please call if you have any questions.

Sincerely,



Jeff Klippenstein, AIA



Fee Schedule

Hourly Professional Rates

Principal Architect	\$275.00/hour
Project Architect	\$225.00/hour
REVIT Production	\$125.00/hour
Intern Architect	\$90.00/hour

Consultant's Additional Services and Reimbursable Expenses

1.15 times the amounts billed to Architect

Reimbursable Expenses

Printing (Outside the Office): Cost of Reproduction + 15%

Travel Expenses

Inside 35 mile radius of Reno, NV	No Charge
Outside 35 mile radius of Reno, NV	\$0.60/mile
Car Rental, Airfare, Meals and Lodging	Cost +15%

Shipping Cost + 15%

Invoices are sent monthly based on progress of the Work.

Invoices are net 30 days from invoice. H+K Architects charges 1 1/2% per month on unpaid balances.

H+K ARCHITECTS

5485 Reno Corporate Drive, Suite 100
Reno, Nevada 89511-2262

P 775+332+6640
F 775+332+6642

hkarchitects.com

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of DATE by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Hershenow + Klippenstein Architects, LTD., aka H+K Architects, a Domestic Professional Corporation, with its principal place of business at 5485 Reno Corporate Drive, Suite 100, Reno, Nevada (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

- 2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional architectural services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing architectural services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.
- 2.3 Project. District desires to engage Consultant to render professional architectural services for the IVGID Recreation Center Expansion (“Project”).

3. TERMS.

3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional programming and 30% schematic design of a gymnasium/youth center and District Recreation Department space addition to the District’s existing Recreation Center, necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.
- 3.1.2 Term. The term of this Agreement shall be from TBD to June 30, 2022, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.
- 3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Jeff Klippenstein, AIA.
- 3.2.5 District's Representative. The District hereby designates Engineering Manager Kate Nelson, PE, or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.
- 3.2.6 Consultant's Representative. Consultant hereby designates Jeff Klippenstein or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

- 3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.10 Insurance.
- 3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.
- 3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* A minimum of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance:* Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions:* Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall

stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.
- 3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.
- 3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

- 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed Seventy-Two Thousand Dollars (\$72,000) without written approval of District's General Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed, progress towards completion of the Services for the Project in a percentage in increments of ten percent (10%) and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to invoices@ivgid.org, with a copy to sah@ivgid.org. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within thirty (30) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.
- 3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the District as part of any Extra Work.
- 3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed

merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson

Consultant

H+K Architects
5485 Reno Corporate Drive, Ste. 100
Reno, NV 89511
Attn: Jeff Klippenstein

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any

such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

- 3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.
- 3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- 3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.
- 3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

- 3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.
- 3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those

that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

CONTRACTOR:
H+K ARCHITECTS
Agreed to:

By: _____
Indra Winquest
District General Manager

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

If Contractor is a corporation,
attach evidence of authority to
sign.

Date

Proposal

April 19, 2022

Bree A. Waters

District Project Manager
Incline Village General Improvement District
Public Works Department
1220 Sweetwater Road
Incline Village, NV 89451

Re: Recreation Center Expansion Programming & 30% Schematic Design
Gymnasium/Youth Center/Additional Recreation space requirements

Dear Bree,

We are pleased to submit this proposal which outlines professional Programming and Schematic Design services for the captioned project. We have included a project description, scope of work, proposed schedule, and our proposed fee.

PROJECT DESCRIPTION

It is our understanding the scope of this project is to provide programming, 30% Schematic Design to add a Gymnasium and Youth Center to the existing IVGID Recreation Center. To accomplish these tasks, we have outlined a 2 Phase Scope of Work approach that can be summarized as follows:

Phase 1: Building Programming
Phase 2: Schematic Building Expansion Design

SCOPE OF WORK

Through a series of on-site workshops with the representatives assigned to be the decision makers regarding this project, we will provide the following:

PHASE 1: BUILDING PROGRAMMING

Provide Programming for the Gymnasium, Youth Center and Recreation Space additions:

- Review information provided by project representatives.
- Lead Discussions with representatives to gather program information.
- Prepare room list and area allocations for all spaces including support spaces to include in a comprehensive project room list.

Deliverables for Phase 1

Architectural Program Document

Individual Space Design Criteria
Department Summary
Overall Building Expansion Program Summary



H+K ARCHITECTS

5485 Reno Corporate Drive, Suite 100
Reno, Nevada 89511-2262

P 775+332+6640
F 775+332+6642

hkarchitects.com

PHASE 2: SCHEMATIC BUILDING EXPANSION DESIGN

We will provide schematic site and building design accomplishing the Building Program requirements and any requirements for coordination with the TRPA Consultant and the TRPA Submittal (by others).

There will be an emphasis on working with the CMAR to create a site plan and existing building occupancy plan coordinated with the TRPA consultant and submittal.

Deliverables for Phase 2

Schematic Building Expansion Design Documents

- Site Plan
- Floor Plans
- Roof Plan
- Exterior Elevations
- Three-Dimensional Exterior Views
- Three-Dimensional Interior Views
- Preliminary Building Design/Code Criteria

SCHEDULE

It is our understanding that the services outline above shall be completed by June 30, 2022.

FEE

We propose to provide the Basic Services outlined above for a fixed fee of Seventy-Two Thousand Dollars (\$72,000.00).

UNDERSTANDING

This proposal has been prepared with the following understanding:

1. Services related to Engineering Disciplines (Civil, Structural, Mechanical, Electrical, TRPA) are not a part of this Proposal. Owner to contract separately with TRPA Consultant.
2. LEED Services are not included in this Proposal.
3. Hazardous Materials Surveys of existing building are not a part of this Proposal.

Thank you for the opportunity to present this proposal. Please call if you have any questions.

Sincerely,



Jeff Klippenstein, AIA



Fee Schedule

Hourly Professional Rates

Principal Architect	\$275.00/hour
Project Architect	\$225.00/hour
REVIT Production	\$125.00/hour
Intern Architect	\$90.00/hour

Consultant's Additional Services and Reimbursable Expenses

1.15 times the amounts billed to Architect

Reimbursable Expenses

Printing (Outside the Office): Cost of Reproduction + 15%

Travel Expenses

Inside 35 mile radius of Reno, NV	No Charge
Outside 35 mile radius of Reno, NV	\$0.60/mile
Car Rental, Airfare, Meals and Lodging	Cost +15%

Shipping Cost + 15%

Invoices are sent monthly based on progress of the Work.

Invoices are net 30 days from invoice. H+K Architects charges 1 1/2% per month on unpaid balances.

H+K ARCHITECTS

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Reno, Nevada 89511-2262

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F 775+332+6642

hkarchitects.com

MEMORANDUM OF UNDERSTANDING REGARDING CONCEPTUAL DESIGN OF RECREATION CENTER

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made and entered into as of this ____ day of _____, 2022, by and between the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (“**District**”), a Nevada general improvement district, and the DAVE & CHERYL DUFFIELD FOUNDATION (“**Foundation**”), a Nevada non-profit corporation, to confirm the understanding between IVGID and Foundation regarding Foundation’s payment for and/or reimbursement to IVGID for the design and permitting for an expanded recreation center as set forth below.

RECITALS

WHEREAS, IVGID owns and operates the Incline Village Recreation Center, which is located at 980 Incline Way, Incline Village, NV 89451 (“**Recreation Center**”) and

WHEREAS, IVGID is interested in expanding the Recreation Center to include a multi-use gymnasium, programming space, and ancillary infrastructure to increase the ability of the Recreation Center to provide gymnastics and other community oriented programming with an emphasis on youth and families (“**Expansion**”); and

WHEREAS, the Foundation is willing to fund the development of a conceptual design phase for the Expansion as set forth in this MOU.

TERMS

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein set forth, and the recitals above, which are incorporated herein by this reference, it is agreed by IVGID and Foundation:

1. **Expansion.** IVGID shall develop a conceptual design for the Expansion as outlined in Exhibit A, incorporated by this reference. The Foundation may provide input into the development and contents of the design but IVGID shall have the sole discretion and approval over the same. IVGID may utilize its staff and/or a third party consultant to develop the conceptual design for the Expansion, including internal contract and project management. All services and work set forth in this Section for the Expansion shall be referred to as the “**Work**.”

2. **Funding.** The Foundation shall pay all third party direct costs incurred by IVGID for the Work, and the Foundation and IVGID shall meet and confer on a not-to-exceed amount for any third party direct costs for the Work prior to its commencement. IVGID shall provide notice to the Foundation of the not-to-exceed amount prior to execution of any contracts for the Work, and IVGID shall not exceed the identified amount without prior written notice to the Foundation and an opportunity for the Foundation to terminate this MOU with written notice to IVGID and without any further liability or responsibility for costs in excess of the identified not-to-exceed

amount. The Foundation shall reimburse IVGID for its actual direct costs for the Work, which shall not include internal staff time. All third party costs shall be invoiced to Foundation on a monthly or other interval as determined by IVGID. Upon receipt of an invoice the Foundation shall timely pay the same.

3. **Future Efforts.** Upon completion of the Work, the parties shall meet and confer regarding whether to construct the Expansion. Either party retains the sole and complete discretion to decide whether to do so. Future cooperation, if any, regarding the Expansion shall be documented in an amendment to this MOU or a separate agreement.

4. **Termination.** Either party may terminate this MOU with forty-five (45) days' written notice to the other party with or without cause. In the event either party terminates this MOU without cause and except as set forth in Section 2, the Foundation shall be responsible for all Work incurred up to the date of termination plus all Work reasonably necessary to terminate any third party agreements.

5. **No Waiver.** The waiver by any party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

6. **Notices.** Any notice or other communication ("**Notice**") which any party may desire to give to the other party under this MOU must be in writing and given to the respective parties at the following address, or at such other address the respective parties may provide for this purpose:

IVGID: Incline Village General Improvement District
 893 Southwood Blvd.
 Incline Village, NV 89451

Foundation: [insert]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first-class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

7. **Interpretation.** The headings used herein are for reference only. The terms of this MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of Nevada without regard to the choice of law or conflicts.

8. **Venue.** This MOU is made in Washoe County, Nevada. The venue for any legal action for the purpose of interpreting or enforcing any provision of this MOU shall be in Washoe County.

9. **Attorneys' Fees.** If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this MOU, the prevailing

party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

10. **Third-Party Beneficiaries.** Nothing contained in this MOU shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

11. **Severability.** If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

12. **Amendment of MOU.** This MOU may be amended at any time by mutual agreement of the parties.

13. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties relating to the subject of this MOU and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

14. **Effective Date.** This MOU shall become effective as of the date executed.

15. **Limitation of Liability.** Nothing in this MOU limits or waives IVGID's immunity from liability as set forth in NRS Chapter 41 or other applicable law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date first above written.

**DAVE & CHERYL DUFFIELD
FOUNDATION**

**INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT**

EXHIBIT A

The District anticipates that the conceptual design for the Expansion shall include but not entirely limited to the following:

- A Multi-Use Gymnasium. This Gymnasium to include a dedicated, approximately 60 ft. by 60 ft. space for Gymnastics Programming.
- Additional Programming and social areas
- Administrative Space
- Small Kitchen/Restroom facilities
- Appropriate Storage

The development of the conceptual design shall include architectural or similar drawings for the Expansion including three dimensional renderings and images.

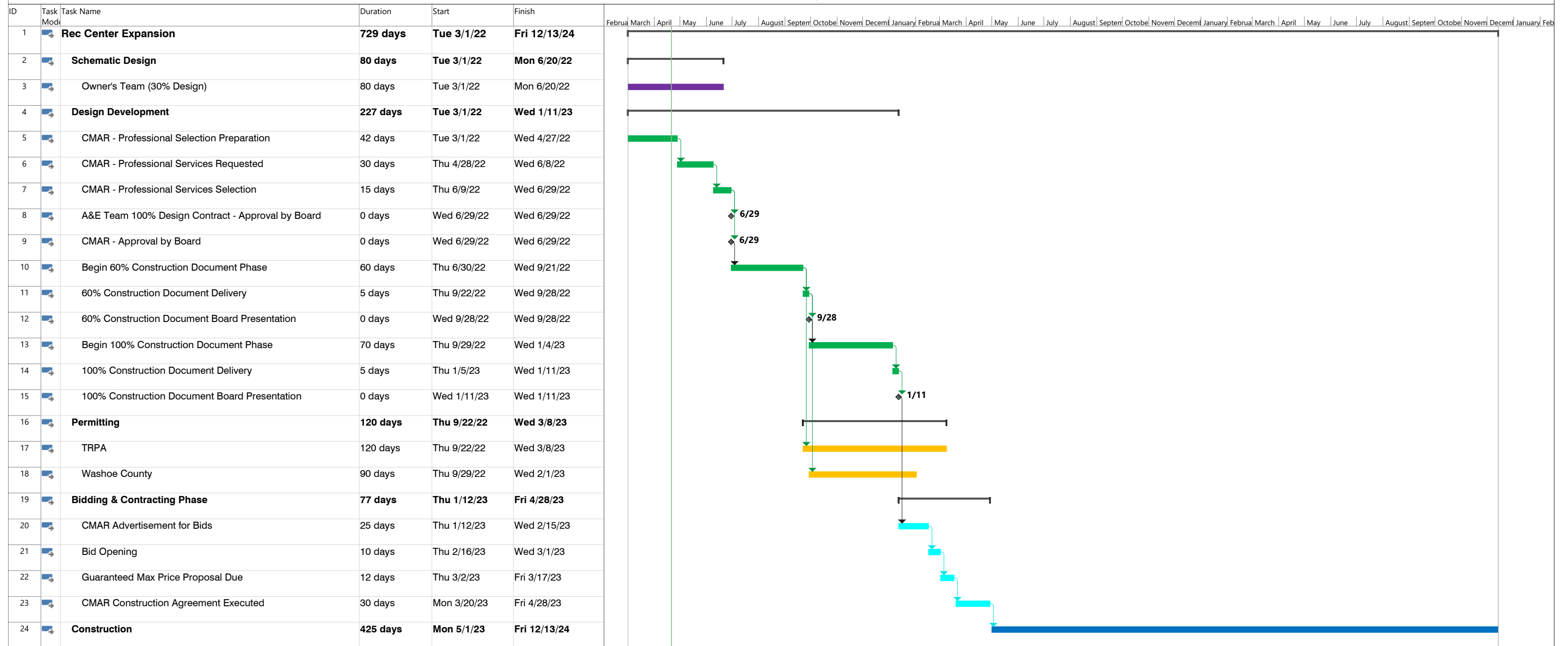
The design shall also include project and programming plan and costing as set forth below:

Project Cost Estimation – Overall estimation of project costs including estimate for full design and project management services.

Operations & Maintenance Cost Estimation – General Maintenance and operational costs including utilities and other fixed costs such as insurance, custodial etc.

Operations and Programmatic Plan to include potential collaboration with the Boys & Girls Club – types of programs and activities, staffing needs and levels, fee structure, and similar related activities.

Rec Center Expansion Project Timeline



Project: Rec Center Expansion T
Date: Thu 4/21/22

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
District General Manager

SUBJECT: Review, discuss and provide direction related to potential edits to Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

DATE: April 27, 2022

I. RECOMMENDATION

1. The Board of Trustees review, discuss and provide direction on potential edits to Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District.

II. DISTRICT STRATEGIC PLAN

Long Range Principal #1 Service

Budget Initiative E - Seek service specific community feedback to determine parcel owner and customer satisfaction and implement into overall business models.

Long Range Principal #5 Assets & Infrastructure

Long Term Initiative 4 - Identify Board Policies, Practices, Resolutions, and Ordinances related to District Asset Management and present to the Board those that need updating, elimination, or creation.

Long Range Principal #7 Governance

Budget Initiative A - Continue to work with the General Manager's Ordinance 7 Committee and the Board of Trustees to make formal revisions.

III. SUMMARY

The Ordinance 7 Committee members and staff's goal with this evaluation of Ordinance 7 was to focus on how to adapt the Ordinance and Recreation Privileges to the current times with additional focus on ensuring Ordinance 7 is amended in a way that anticipates continued change both in the community and how the venues are utilized by parcel owners and their guests. Simplification and consistency were also a focus in order to increase efficiencies across operations while ensuring compliance with districts policies and the beach deed.

Overall, beach visits have increased steadily over the past 15-20 years which has resulted in incremental increases in operational and maintenance costs as well as diminishing the overall experience of parcel owners and their guests. As a result, the committee focused on recommended edits that would allow reasonable access for all parcel owners but not unlimited. Additionally, the committee feels it's very important to eliminate potential opportunities for abuse of recreation privileges by reducing ways that the district has historically provided access to the IVGID beaches.

Special Legal Counsel provided a thorough review of the committee recommendations and provided valuable input in particular related to the definition of a guest which is not defined currently in Ordinance 7, commercial operations at IVGID beaches which are not currently well defined in Ordinance 7 as well as other general aspects of Ordinance 7. It was deemed extremely important to the committee to ensure compliance with the beach deed prior to making any edits.

The Ordinance 7 Committee and General Manager Recommendations for edits are designed to be consistent and fair across all parcels while allowing reasonable access to parcels owners and their guests and addressing overcrowding and excessive access issues at the IVGID beaches. The goal is to create sustainability moving forward and allowing for a quality experience for parcel owners and their guests. It will be important to evaluate the impacts of any edits made to Ordinance 7 over the next couple years to ensure success.

IV. NEXT STEPS

At the IVGID Board Meeting of April 13, 2022, the Board of Trustees took action to setting a public hearing for approval of edits for May 26th, 2022. However, the Board of Trustees will continue to have the opportunity to deliberate over recommended edits and provide direction to staff related to recommended edits with a goal to receive and final direction by the May 11th, 2022 Board of Trustees

meeting. Staff would then work with District Legal Counsel to finalize a draft edited version of Ordinance 7 for formal adoption after a public hearing at the May 26th, 2022 Board of Trustees Meeting.

At the Board of Trustees meeting on April 13, 2022, the Board of Trustees identified the following recommendations for edits as areas of continuing discussion:

1. *Should the total number of Guests that can accompany a Picture Pass Holder be limited. What should the limit be per visit?*

a. It was discussed that due to operating software challenges, the District currently but the District cannot currently track repeated entries in a day until the operating software is able to be customized to track entries by IVGID Picture Pass Holders on a daily basis.

b. It was also discussed that the Board of Trustees could provide direction to implement technology in fiscal 2022/23 to track guests per Picture Pass per day commencing for the 2023/2024 season.

2. *The Trustees agree that placing a limit on the purchase of Additional Picture Passes to three and can only be issued to individuals that qualify under the family tree.*

a. An alternative would be that Additional Picture Passes can go to persons in Tier 1 of the Family Tree only.

3. *Should the name of the Recreation Punch Card be a changed to Recreation Access Card or something else?*

a. At minimum should additional Recreation Punch Cards be renamed, so that it is clear that the funds on those cards are not related to the Recreation and Beach Facility Fees?

4. *Can the Recreation Punch Cards be used to buy down the entire amount of daily access like at the IVGID Recreation Venues?*

a. Several Trustees requested that the impact of this change be modeled by accounting so that they can see the impact of this on the budget because currently many punch cards go unused but if a full punch card can be used to buy down a round of golf or a day of skiing for example, it could be a potential financial risk to the District.

b. Can this full punch card use be used to buy a round of golf or at Diamond Peak? Should it be limited to the Rec Center, The Tennis Center, and the beach where the charges are smaller?

6. *More than one Trustee suggested that a nanny/caretaker be added to family tree. Counsel originally advised against, however the Trustees must consider:*

- a. This must be reviewed for its impact on the Beach Deed and also for the concept of equal treatment of parcels, and if this can only go to Parcel Owners and not Tenants under the Beach Deed.
- b. The Nanny **must** live in Incline Village at a parcel that has beach access, either in the actual parcel the pass is associated with or elsewhere at a parcel with beach access, as to be in compliance with the beach deed.
- c. Should the Nanny/Caretaker pass be required to be renewed annually or some other time period?
- d. It was discussed that the Nanny/Caretaker should not be allowed to bring guests to the beaches, and so this could be in the form of a permanent guest pass that does not allow guests to accompany the Passholder.
- e. Does the Nanny have to accompany children or the person receiving care to the beach or can the nanny go alone?
- f. Is this fair since other and equal treatment of all Parcel Owners? Other Parcel Owners are not allowed to give non-Owners, non-tenants, non-family members on the Family Tree a Picture Pass, and to control over-crowding this access cannot be expanded when other areas are contracting.

7. *The Trustees generally liked and approved of the definition of "Guest". However, the Trustees need to be asked if they desire to allow people who bring in a Guest with a Recreation Punch Card to have the ability to have the Guest reimburse the Recreation Punch Card Holder for the cost of the Guest admission.*

8. *The Trustees seemed to agree that a domestic partner can be added to the Family Tree under the Nevada Registered Domestic Partner Statute.*

- a. To prove the domestic partner status, need to be a Registered Domestic Partner under the laws of Nevada or California or some other state. Require the same documentation of a registered domestic partner as insurance and employers generally require on this.

9. *Trustees to confirm further defining Misconduct to clearly cover: "making a misrepresentation to the District, including but not limited to (i) misrepresenting that a person falls under the family tree when the person does not; (ii) misrepresenting that a person or entity is a tenant with a lease of 6 months or more when this is not true ; (iii) making an Assignment of Recreation Privileges to a person who is not authorized to receive such Assignment under this Ordinance 7; or (iv) providing false documentation to the District to support an*

Assignment or the issuance of an IVGID Recreation Pass or Recreation Punch Card.”

10. *Clarifying the concept that Recreation Punch Cards are for Guests of the Property Owner to whom they are issued, and cannot be given to other Property Owners to be used for persons who are not Guests of the particular Property Owner to whom they are issued, or this will be misconduct by both the parcel owner of the Recreation Punch Card and of the “borrowing” owner.*

It should be noted that the draft redline version included is a working document and has been provided for context as it outlines all of the edits made based on the Committee and General Manger’s recommendations. Additionally, a conformed version with the edits incorporated has been provided. Both of these documents have been updated since the 4/13/27 Board of Trustees.

In addition, and in an abundance of caution, Staff recommends that we consider the proposed edits to Ordinance 7 a “rule” subject to NRS 237 with the potential to “directly restrict the formation, operation or expansion of a business.” (NRS 253(2)(b).) This is based on the proposed clarifications on commercial operations at the beaches.

NRS 253 will require additional outreach to the business community in addition to the general public hearing process. Specifically, if the Board wishes to move forward, Staff will provide notice to the business community of the proposal and their ability to submit comments on the proposal. Staff will prepare a proposed “business impact statement” for the Board’s consideration at a future meeting, tentatively scheduled for May 11th. The Board may approve the statement after consideration of any comments at this meeting.

Edits are recommended to be implemented beginning June 1, 2022 which is consistent with rollout of annual Recreation Punch Card renewal.

Staff is requesting the following key feedback:

- Overall Discussion on recommended edits.
- Continued Feedback on the draft definition of a “guest”.
- Feedback on whether or not Recreation Punch Card is renamed.
- Continued discussion on allowing the Recreation Punch Card the ability to buy down up to the entire value of daily access to a venue or selected service.

- Feedback on whether there should be further discussion regarding placing limits on the number of guests a parcel or IVGID Passholder can bring to the beaches and other venues either by day, season, year etc...
- Anything missing or that should be considered?

V. ATTACHMENTS

- Recommendations for edits of Ordinance 7
- Working redline version of Ordinance 7 incorporated after 4/13 meeting
- Conformed Version with Redline changes incorporated after 4/13 meeting

VI. LINK TO ADDITIONAL RESOURCES

District General Manager's Committee on Ordinance 7 webpage includes meeting agendas, meeting minutes, survey results, data, other pertinent documents and information.

<https://www.yourtahoeplace.com/ivgid/general-managers-committee-on-ordinance-7>

Ordinance 7
Recommendations for
Revisions

Recommended Revisions to Ordinance 7

A. IVGID Picture Passes

Currently –

All parcels are allotted 5 passes. These can be all IVGID Picture Passes, all Recreation Punch Cards, or a combination of the two. The IVGID Picture Pass gets the holder into the beach properties at no charge, and all of the other recreation venues and programs at the District IVGID Pass holder rate, which is significantly discounted from the rate that members of the public who are not IVGID Pass holders are charged. ***There are currently 20,485 active IVGID Picture Passes as of 2/17/22.*** The IVGID Pass holder gets a discounted rate at:

- IVGID Beach Properties (no additional fee)
- Diamond Peak Ski Resort
- Recreation Center
- Community Programming
- Championship and Mountain Golf Courses
- Tennis & Pickle Ball Center
- Chateau, Aspen Grove, parks and ball fields for facility rentals

Additionally, by practice, IVGID has allowed each parcel to purchase unlimited additional Picture Passes above the five each parcel is allotted (except that the 2021 emergency COVID rules limited each parcel to purchasing up to 5 Additional Recreation Passes). Additional Picture Passes can only be purchased for individuals that qualify per the Family Tree. These passes currently cost 1/5th of the Recreation Facility Fee (RFF) and Beach Facility Fee (BFF) which combined is currently \$780 per parcel, so the fee currently to purchase an additional picture pass for parcels that come with access to the beaches is \$156. These passes are good for one year from the date of purchase and are not allowed to be used to get discounted rates at the golf courses. As a reminder, not all parcels pay the Beach Facility Fee (BFF) as they were generally annexed after the beach properties were purchased (in particular those located in Crystal Bay as well as most others with direct beach access).

Survey Question #2: Please indicate how you utilize the access privileges/cards allotted to your parcel.

Responses:

All (5) IVGID Picture Passes 15.6% (346)

All (5) Recreation Punch Cards 5.0% (111)

Combination of some Picture Passes & some Punch Cards 78.4% (1,735)

Do not utilize either 1.0% (22)

Survey Question 23: Should there be a limit on the number of additional IVGID Picture Passes that can be purchased annually?

Responses:

Yes 77.3% (1,706) No 22.7% (502)

Survey Question 24: If yes, what should that limit be per parcel?

Responses:

None (0) 29.8% (506)

1 - 3 37.4% (634)

4 - 5 24.4% (413)

6 - 10 8.0% (136)

Unlimited 0.4% (7)

	2015	2016	2017	2018	2019	2020	2021	2022 YTD
Additional IVGID Picture Passes Sold	35	156	61	63	110	*197	*220	25
Additional Recreation Punch Cards Sold	103	97	114	164	176	*1996	*1310	5
Recreation Punch Cards Issued (not including additional purchased cards)	11846	12427	12497	13007	13172	*12777	*12531	209

*Covid 19 Restrictions per Board Resolutions

Committee Recommendations -

- No change within the initial five passes that all Parcels are allotted. **Board Agreement**
- Recommend adding a verified Domestic Partner, to the second level of consanguinity in the family tree. Please note... *After Special Counsel's review, it was highly recommended that the family tree is not to be expanded beyond adding a domestic partner.* **Board Agreement/need to finalize criteria**
- Recommend allowing for the purchase of up to three additional Picture Passes for family members within Family Tree, and which will count towards a total of a maximum of five additional IVGID Passes/Recreation Punch Cards which can be purchased. **Board Agreement**
- Recommend requiring Picture Pass holders under 18 to get updated photo every 3 years. This is to make sure that each youth is recognizable and passes are not transferable. **Board Agreement**

B. Recreation Punch Cards

Currently –

As noted above, all parcels are allotted 5 passes. This can be all picture passes, all Recreation Punch Cards, or a combination of the two. Recreation Punch Cards are transferable and the value on the card is 1/5th of the RFF and BFF combined, or the value of only the RFF which is paid by all parcels that do not have access to IVGID beaches. Assuming sufficient value on the Recreation Punch Card, the cardholder(s) would be allowed to use the value on the Recreation Punch Card to discount the fee to the IVGID Pass Holder rate at the following Recreation Venues:

IVGID Beach Properties (entire amount of guest fee is deducted from the Recreation Punch Card)
Diamond Peak Ski Resort
Recreation Center
Community Programming
Championship and Mountain Golf Courses
Tennis & Pickle ball Center
Chateau and Aspen Grove for facility rentals

Current practice is to allow the Recreation Punch Card holder (assuming the appropriate dollar amount is available on the card) to use the card to discount down a fee from the non-IVGID Pass holder rate to the IVGID Pass holder rate. For example: a Recreation Punch Card holder wants to access the Recreation Center. The non-IVGID Pass holder rate is \$15.00 and the IVGID Pass holder rate is \$11.00. Staff would therefore deduct \$4 from the Recreation Punch Card Value and the individual would pay \$11.00 out of pocket. To be clear, the Recreation Punch Card can only be used to bring the rate down from the non-IVGID Pass Holder rate to the IVGID Pass holder rate. The only Recreation Venues where the entire rate to access the venue is deducted off the Recreation Punch Card is the IVGID Beach Properties.

Survey Question 25: Do you feel like you get value from the option to have Recreation Punch Cards?

Responses:

Yes 73.2% (1,609)

No 26.8% (589)

Survey Question 27: Do you support the complete elimination of Recreation Punch Cards, so that only IVGID Picture Passes could be used for beach access?

Responses:

22% Yes (493)

67% No (1478)

Other – Write-in 10.5% (231)

Survey Question 29: If Recreation Punch Cards remain, should IVGID allow Punch Card holders to use the remaining balance on the card for the entire value of guest access at all IVGID venues, rather than buying down to the Picture Pass holder rate?

Responses:

Yes 68.6% (1,476)

No 24.5% (528)

Other – Write-in 6.9% (148)

Please also reference survey questions and responses 30- 34 related to this recommendation.

	2015	2016	2017	2018	2019	2020	2021	2022 YTD
Additional IVGID Picture Passes Sold	35	156	61	63	110	*197	*220	25
Additional Recreation Punch Cards Sold	103	97	114	164	176	*1996	*1310	5
Recreation Punch Cards Issued (not including additional purchased cards)	11846	12427	12497	13007	13172	*12777	*12531	209

Committee Recommendations –

- Based on community feedback, the Recreation Punch Card provides value and should remain. **Board Agreement**
- Recommend allowing the Recreation Punch Card to buy down up to the entire amount of the access or service fee, including access to the boat ramp. For example; instead of only deducting the difference between the IVGID Pass Holder and the non-IVGID Pass Holder Rate, the card holder would be able to pay for the entire fee from the balance on the Recreation Punch Card; hence, for example, to deduct the entire \$15 entrance fee to the Recreation Center. **Requires continued discussion**
- Recommend limiting the number of additional cards, whether IVGID Picture Passes or Recreation Punch Cards that can be purchased per parcel up to a maximum of 5 Additional IVGID Passes. **Board Agreement on limiting but number still to be discussed further**
- The Recreation Punch Cards expire annually on May 31st. It has been suggested by a few community members that any value leftover should rollover. This is **not** recommended by the committee, as the value of the annual Recreation Punch Card is tied to the annual payment of the Recreation & Beach Facility Fees as a component of the parcel property taxes, and since rolling over balances would therefore create difficult financial and accounting burdens. **Board Agreement**
- Recommend renaming the Recreation Punch Card to something that more correctly reflects the purpose of card and to clearly distinguish it from the current Recreation Punch Card. Two examples would be: “Recreation Access Card”, “Guest Access Card”. **Requires continued board discussion but board seemed to be in agreement**

C. Guest Access

Currently (not including temporary restrictions related to COVID) –

There are currently several ways that the District administers Beach Access for guests of parcel owners:

- IVGID Picture Pass Holders may pay the daily applicable guest rate at any of the beach gates for guest entrance. *There is no limit on the number of guests that an IVGID Picture Pass Holder or Parcel can bring to the beach either daily, seasonally, or annually when the IVGID Picture Pass Holder accompanies the Guest.*
- IVGID Picture Pass Holders may purchase daily passes at the Recreation Center. Currently there is no limit on the amount of daily passes that can be purchased. The daily passes expire at the end of the beach season which is typically mid to late October weather dependent. Additionally, these passes are transferable and the IVGID Pass Holder does not need to be present at the beach gates with their guests. Daily beach passes are administrative and are not referenced in Ordinance 7. *Please note, during the 2020 and 2021 beach seasons, Daily Beach and Exchange passes were not issued as a result of temporary covid 19 restrictions put in place via a Board of Trustees approved Resolution.*
- Recreation Punch Card holders can use the card to purchase access to the beaches as long as the remaining value on the card covers the cost of guest entrance. There is no limit on the number of guests that the Recreation Punch Card can be used to purchase entrance and the Recreation Punch Card is transferable.
- Parcel Owners can utilize daily exchange passes to provide their guests access. The Exchange pass acts very similar to a regular daily pass. It is transferable and expires at the end of the beach season. The reason why it is referred to as an exchange pass is that a parcel owner can take the value of the Recreation Punch Card and exchange for daily passes. This is primarily used by timeshare parcels, parcels owned by multiple owners, and owners of short-term rentals. Daily exchange passes are administrative and are specifically not referenced in Ordinance 7.
- During COVID in 2020 and 2021, the above have been restricted pursuant to temporary emergency rules, including but not limited to daily beach passes and exchange passes have been eliminated, and Guests could only access the beach with a valid Recreation Punch Card or if accompanied by an IVGID Picture Pass Holder.

Survey Question 11: How often do you provide access to guests (who do not have their own access) to IVGID beaches during the spring/summer/fall season when beach gates are staffed?

Responses:

20+ times per season 7.6% (146)

10-19 times per season 17.8% (343)

5-9 times per season 25.4% (489)

1-4 times per season 41.2% (793)

Never 7.9% (152)

Please also reference survey questions and responses 12 - 17 related to this recommendation.

Survey Question 18: Should IVGID require that all guests (including those paying for purchasing access using a Recreation Punch Card) be accompanied by an IVGID Picture Pass holder in order to access the beaches?

Responses:

Yes 57.7% (1,108)

No 42.3% (812)

Please also reference survey questions and responses 19 - 21 related to this recommendation.

Committee Recommendations -

- Recommend permanently Eliminate Daily Beach Passes (Daily Beach Passes are not provided for in Ordinance 7) **Board Agreement**
- Recommend permanently Eliminate Daily Exchange Passes (Exchange Passes are not provided for in Ordinance 7) **Board Agreement**

- Unless accompanied by an IVGID Picture Pass Holder who purchases guest entrance, a Guest can only access the beaches with a valid Recreation Punch Card that has the applicable value remaining on the card to cover the total cost of entrance to the beaches for each person accompanying the Recreation Punch Card. **Board Agreement**

- Further discuss and consider requiring all guests to be present with an IVGID Pass Holder at the beach gates to enter, regardless of whether or not the parcel owner or guest have a Recreation Punch Card. This was presented to the community and we received split responses (see survey results above), and the committee does not have a consensus among members to make this a formal recommendation at this time and leaves this decision to the Board.

Majority Board Agreement/May continue to discuss

- The Committee recommends considering placing a limit on the total number of guests a parcel and/or IVGID Picture Pass Holder can bring to the beach during high season or, alternatively on a daily basis during high season. *However, a methodical approach may be more appropriate. **If additional restrictions become necessary, this would be something IVGID should consider implementing.** This would require customization of the existing operating software in order to appropriately manage this level of a restriction(s).* **Board to continue discussion**
- If a daily or annual limit is placed on the number of guests that an IVGID Picture Pass Holder/Parcel can bring to the beaches, IVGID must provide an administrative process for parcel owners/IVGID Picture Pass Holders to request access for a larger group. It is recommended that there is a restriction on the number of total guests allowed per request as well as a restriction on the number of requests a given parcel owner/IVGID Picture Pass Holder can make in a calendar year. **Board to continue discussion**

D. Definition of a Guest

Currently –

There is currently no definition of a “Guest” as it relates to the IVGID Beaches or the other Recreation Venues in Ordinance 7. More importantly, a “Guest” is

not defined in the beach deed either. Each of the District Venues has slightly different rate category structures.,

1. Championship and Mountain Golf Courses: Resident/IVGID Pass Holder rate, Guest rate (must be present with an IVGID Pass Holder), Hyatt rate and non-IVGID Pass Holder rate.

2. Diamond Peak, Recreation Center, Tennis Center, and Community Programming have a IVGID Pass Holder Rate and a Non-IVGID Pass Holder Rate.

3. The Beaches have a guest rate but currently the guest is not required to be present with the IVGID Picture Pass Holder at the gate upon entrance. The IVGID Pass Holder can give their guest a Recreation Punch Card. It has been discussed and debated amongst the Staff, Community and the Ordinance 7 Committee whether or not there should be a requirement of all guests to be present with and IVGID Pass Holder upon entrance at the beach gates. This concept was not preferred by a slightly over half of the community survey responders for a variety of reasons, so the community is divided on whether or not the District should adopt this requirement. Staff is currently working with the Board of Trustees to revise the current fee structure in an effort to standardize across all venues and services consistent with any potential revisions to Ordinance 7.

Please reference survey questions and responses 30 - 34 related to this recommendation.

Committee Recommendations –

It is recommended that the District develop a definition of a “Guest” that would be consistent across all applicable venues and services. However, the Committee has had difficulty coming to a consensus on any specific definition to recommend, largely due to the different interests and opinions among parcel

owners. Many parcel owners favor a restrictive definition of guest that would imply a more personal relationship, while many others, concerned about violations of their property rights, favor a much broader definition. The goal of developing a definition must be to define with more specificity who is and who is not a guest. Protecting the Beach Deed must be the primary factor when it comes to developing this critical definition, as the Beach Deed grants rights for property owners and tenants, and their guests only as determined by IVGID, to have access to the beaches for recreational purposes, and therefore a guest needs to be defined so as to exclude commercial use of the beaches by the parcel owners, to be consistent with the beach deed. We have requested a definition of “Guest” from our outside counsel.

Special Counsel has evaluated the Draft Committee Recommendations and all relevant material and research and has recommended the following as a definition of a guest as it relates to Ordinance 7 which is consistent with the Beach Deed:

“As you are aware, an issue has arisen as to whether the term “guest” should be defined in Ordinance No. 7. The current Ordinance No. 7 does not define the term “guest.” The term “guest” is specifically used in the deed conveying the IVGID beach properties to IVGID. Further, the Board of Trustees of IVGID is specifically authorized in the deed to define the term. There are pros and cons to defining the term. Should the Board decide to define the term, I recommend the following definition:

Guest means any person invited by a property owner (as defined in the deed conveying the IVGID beach properties to Incline Village General Improvement District on June 4, 1968) to use the District owned beaches. A property owner or its assign cannot sell access to the IVGID beach properties. Further, no compensation may be received by a property owner or its assign for access to the IVGID beach properties”.

Steve Balkenbush Special Counsel to IVGID

Board in general agreement however there may be continued discussion

The majority of the committee is comfortable with the definition provided by Special Counsel. However, members of the committee have provided

concerns/suggestions related to the definition. These concerns include lack of clarity and detail, and determination of what constitutes “selling of Recreation Privileges”.

E. Commercial Operations

Currently –

IVGID is formally contracted with two local vendors to provide alcohol beverage services and non-motorized watercraft rentals (kayaks, paddleboards). Both of these vendors went through a Request for Proposal (RFP) process and were selected by an interview panel. These services are provided to and for the benefit of all of the recreational authorized users of the beaches. No other commercial operations are authorized at the beaches.

There are several local watercraft rental companies as well as two storage companies that also provide launch and retrieval services for their respective clients. Currently, these companies are owned and operated by parcel owners who are IVGID Pass Holders, and hence they have their own, independent, access rights to the IVGID beaches and the Ski Beach Boat Ramp for their own recreational uses as set forth in the beach deed. Historically these companies have also utilized the Ski Beach Boat Ramp to launch their commercial watercraft, paying the applicable fees to do so. IVGID also requires these companies to provide both a Washoe County business license and Insurance. Staff has been consistently challenged over the years to manage this activity as there are differing opinions as related to this issue (i.e., use of commercial watercraft by non-IVGID Pass holders, use of the beaches by commercial or other watercraft anchored off the beaches, etc.).

IVGID has Jurisdiction over its beach properties only and not the waterways or areas outside of the fenced boundaries. IVGID does not allow any unapproved marketing, solicitation, or administering of contracts/rental agreements on IVGID property. Periodically, the boat rental and storage companies, as a method of operating their businesses, will accompany their clients at the beach gates to pay the applicable guest fees so that the client may enter the IVGID beaches for the purpose of accessing the boat ramp to ultimately access and recreate on Lake Tahoe. These clients would otherwise not have access to the IVGID beaches. The owners/operators of the businesses are therefore using

their IVGID Pass Holder access to provide access to their respective clients for commercial and monetary gain. The Committee believes that this is not a recreational use by the owner/operator of the business as it is in effect selling IVGID Recreation Privileges for monetary gain, and therefore may be a violation of Ordinance 7.

Committee Recommendations –

The Committee recommends that language be added to Ordinance 7 that makes it even more clear that commercial activities that are not specifically sanctioned by IVGID for the recreational benefit of all beach users, are not permitted, and the sanctions that will apply.

The Committee also urged hiring a special legal counsel to review and/ to file for judicial review of the commercial boat operators' activities as they pertain to the Beach Deed, as discussed above and with the specific questions identified below. This is an issue on which the Staff, the Board of Trustees, the Ordinance 7 Committee and many members of the community are all in agreement. It is very important to determine whether or not these operations could be considered a violation of the Beach Deed.

The Committee members all recommended that the commercial watercraft operations operators who are parcel owners, only be allowed to launch boats for their own use and for the use of IVGID Pass Holders with beach access, so as to allow these IVGID Pass Holders to use the beaches, the boat launch and the facilities for their recreational purposes. The Committee members specifically recommended that the commercial watercraft operations operators not be allowed to launch boats for the public or any person who is not a parcel owner or guest with beach access.

Accordingly, the following key questions have been researched:

- Can Ordinance 7 provide that owners/operator of commercial boat businesses only can launch their commercial watercraft for their own personal recreational use or for the use of IVGID Picture Pass Holders with beach access, and launch boats owned by parcel owners with beach access and their tenants and guests, even if the commercial operators have their own valid IVGID Passes to the IVGID Beaches?

- If allowed to access the Boat Ramp, is it a potential violation of the beach deed for them to accompany their non-pass holder clients for the purpose of client access to IVGID beaches (i.e., an activity that is for monetary/commercial gain)?

Special Counsel has provided the following recommended language related to commercial activity at the beaches, in particular commercial boat activity:

Commercial use of beaches. Commercial use of the beaches, includes but is not limited to offering of beach privileges or beach access to customers or any person for remuneration or offering beach access as an inducement to a potential customer by a business or a business enterprise.

Boat launching by a commercial enterprise at Ski Beach or any other of the District's restricted access beaches. Boat launching by commercial enterprise at Ski Beach or any of the other of the District's restricted access beaches is prohibited except as follows: (i) Commercial watercraft operations owners who are parcel owners and Recreational Pass Holders are allowed to launch boats for their own personal use. (ii) If a IVGID Recreational Pass Holder owns a boat which is stored at a local commercial business, and the local commercial business brings the boat and launches it for the IVGID Recreational Pass Holder to use the boat at any of the District's beaches or picks up the IVGID Recreational Pass Holder in the water, this is deemed a permissible non-commercial activity, for the benefit of the IVGID Recreational Pass Holder, not a commercial use for the commercial boat business. (iii) If a local commercial business brings a boat to pick up its customers who are Recreational Pass Holders, and who are paying the business to rent the boat for a few hours or the day, this is deemed a permissible non-commercial activity for the benefit of the IVGID Recreational Pass Holder, not a commercial use for the commercial boat business. All other boat activities on the Beaches are deemed commercial use and not allowed.

Marketing of beach access is prohibited. No IVGID Recreational Pass Holder or their Guests shall market or authorize the marketing of beach access for any commercial or personal purposes or in connection with offering anything for sale, lease, license or valuable consideration to the IVGID Recreational Pass Holder.

Board Agreement with the exception of minor edits to language

F. Other Recommendations

1. Special Counsel Legal and/or Judicial Review of gold/silver card, employee and employee dependent access to beaches. While the majority of the Committee did not believe that policies on employee use and access to IVGID facilities was within the purview of Ordinance 7, the Committee suggested that the District retain legal counsel advise as to whether any of the following employee related access to the beaches potentially violates the Beach Deed, as the Committee desires to protect the private beaches and Beach Deed as a primary directive. The recommended research only relates to beach access and not to other venues. The issues for attorney opinion and or judicial review are: (i) gold/silver cards for beach access; (ii) access to the beaches by IVGID employees (including those employees who do not own or lease parcels with beach access); (iii) access to the beaches by employee dependents (including those employee dependents who do not own or lease parcels with beach access); and (iv) access by guests of employees and guests of employee dependents accompanying the employee or employee dependent to the beach. .
2. Strengthen Disciplinary Action for Abuse of Recreation Privileges. To add specificity. (increased focus on selling of recreation privileges) (no advertising in any way especially social media) **Board Agreement**
3. Ensure there are controls preventing potential attempts to gain privileges via unbuildable lots, sub dividing etc. (enforce via district policies). To add specificity. **Recommended language to be inserted into Ordinance 7 as a revision as approved by special counsel:**

ARTICLE X. UNBUILDABLE LOTS

Unbuildable lots that do not have Beach Access Privileges as of June 1, 2022 will not be eligible for Beach Access Privileges, IVGID Recreation Passes or Recreation Punch Cards.

Unbuildable lots that currently have Recreation Privileges as of June 1, 2022 will continue to receive Recreation Privileges as long as the current Owners own the lots, but not after death, sale or other transfer of lot, and only so long as the Recreation Fee continues to be assessed and is paid in full.

No unbuildable lots may be subdivided to produce additional Parcels that would receive in excess of the five (5) IVGID Recreation Passes for the unbuildable lot as it existed as of May 30, 1968. Except as set forth in the next

paragraph 81, the district will not issue more than five (5) IVGID Recreation Passes for an unbuildable lot as it existed as of May 30, 1968. Notwithstanding the foregoing, if a formerly unbuildable lot is deemed by the County to be buildable and a residence or commercial property is built “on that lot” in the future, that Parcel will become eligible for Recreation Privileges.

Unbuildable lots that have been subdivided to produce additional Parcels in the past and are receiving in excess of the 5 Recreation Passes (if any), will be grandfathered to the extent they are currently receiving in excess of the five (5) IVGID Recreation Passes that would have been allocated to that Parcel as it existed as of May 30, 1968, so long as the current Owners own the Parcel, but this right shall not survive the ownership of the current Owners.

Continued discussion/definition of an unbuildable lot may change based on TRPA definition change

4. Parcel owners’ must be liable for the acts and damages of their tenants and guests. **Board Agreement**
5. Hotels, Motels, Timeshares receive recreation privileges consistent with any other Dwelling Unit that pays the RFF/BFF. It’s up to the Timeshare owner/operator to determine how to administer the Recreation Privileges they receive. **Board Agreement**
6. No Recommended changes to the administration of Commercial Parcel Privileges. **Board Agreement**

**Ordinance 7 - Redline
Version - 04212022**

ORDINANCE NO. 7

**(As amended June 13, 1991;
November 17, 1993; May 8, 1995;
June 12, 1995; March 25, 1998 and
proposed on May 26, 2022)**

**An Ordinance Establishing Rates,
Rules and Regulations for IVGID
Recreation Passes and Recreation
Punch Cards by the Incline Village
General Improvement District**

ORDINANCE NO. 7

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

Be it ordained by the Board of Trustees of the Incline Village General Improvement District, Washoe County, Nevada, as follows:

ARTICLE I. GENERAL PROVISIONS

1. Short Title. This Ordinance shall be known and may be cited as the "Incline Village General Improvement District Recreation Pass Ordinance."
2. Words and Phrases. For the purpose of this Ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; all words in the singular number shall include the plural number; all words in the masculine shall include the feminine; and all words in the feminine shall include the masculine. Capitalized words are defined in Article II, Definitions, below.
3. Separability. If any section, subsection, sentence, clause or phrase of this Ordinance or the application thereof to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.
4. Posting. The adoption or any revision of this Ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in three (3) public places in the District for ten (10) days following its passage.

ARTICLE II. DEFINITIONS

When used in this Ordinance, the following terms shall have the meanings defined below:

5. Affinity signifies the connection existing in consequence of marriage between each of the married persons and the blood relatives of the other.
6. Agent means the person designated by an Owner to represent the Owner in processing paperwork executed by the Owner and physically receiving any resulting IVGID Recreation Passes and Recreation Punch Cards on behalf of Owner and his/her/its Tenants and Assignees pertaining to the

ORDINANCE NO. 7

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

Assignment of Recreation Privileges. Agents cannot sign documents on behalf of Owners, Tenants or Assignees wherein Owners, Tenants or Assignees either: (a) make representations to the District or (b) agree to indemnify the District or to assume risks as individuals or entities.

7. Applications means the District's form used to apply for Recreation Privileges.
8. Assignment means the execution of a District Assignment of Recreation Privilege form and related documents assigning Recreation Privileges to a Parcel Owner's Family Member identified on the Family Tree in Exhibit "A" or to a Tenant. Assignee means the person to whom an Owner has assigned Recreation Privileges.
 - 8a Assignor ~~means~~ is the Owner assigning Recreation Privileges. A Tenant or a Family Tree Member cannot assign Recreation Privileges to another person or entity.
 - 8b Assignee means the individual receiving an assignment of Recreation Privileges from an Owner as an individual listed on the Family Tree or a Tenant.
9. Beach Access means the rights and privileges of Parcel Owners to use and access Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach, including but not limited to the privilege to launch watercraft at Ski Beach, and to provide admission for Tenants and Guests, as granted to Owners of Parcels identified in the Beach Deed dated May 30, 1968, conveying the Beaches to Incline Village General Improvement District and granting easements to Parcel Owners. The Beaches are restricted access Beaches and the original Beach Deed states in pertinent part, among other things, that the beaches are "for the use of property owners and their tenants . . . and as the Board of Trustees . . . may determine, the guests of such property owners." Beach Access is separate and distinct from other Recreation Privileges, and has additional rules, regulations, and restrictions as set forth in Article VII below.
10. Beaches means Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach.

ORDINANCE NO. 7

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

11. Beach Deed means that certain Deed made May 30, 1968, recorded in Book 324 at pages 192-194 in the books and records of Washoe County, a copy of which is attached hereto as Exhibit "B"

11a. Beach Facility Fee means the amount determined by the Board of Trustees to fund the IVGID beach properties cover the Beach Fund budgets for operations, capital improvements and debt service, which is assessed to a parcel and or dwelling with Beach Access, and is paid as part of Washoe County property tax bill.

12. Board means the Board of Trustees of the Incline Village General Improvement District.

13. Card and Card Holder, is a Recreation Punch Card or an IVGID Recreation Pass, and the person who is in possession of a IVGID Recreation Pass or a Recreation Punch Card.

14. Commercial Tenant means an individual, or corporation, limited liability company (or similar entity) who/which rents, or leases, a commercial property located within the District for the purposes of conducting business or commercial activity, for a term of six (6) months or more.

15. Commercial Use of Beaches means using the Beaches for a commercial purpose or for compensation, and is strictly prohibited unless otherwise authorized by the District.

16. Consanguinity means a blood relationship.

17. County means Washoe County, Nevada.

18. Director of Parks and Recreation means the person appointed as the department head of the Parks and Recreation Department.

19. District means the Incline Village General Improvement District (acting through its duly authorized officers or employees within the scope of their respective duties).

20. Domestic Partnership is a form of legal union available to both homosexual and heterosexual couples in Nevada and other states of the United States, where both parties are at least 18 years old; both share a common residence; neither is currently in a marriage or domestic partnership or

ORDINANCE NO. 7

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

substantially equivalent relationship with another person; and the parties are both legally capable of consenting to the domestic partnership.

20a. Facility Fee means the amount determined by the Board of Trustees to cover the total of the Beach Facility Fee plus the Recreation Facility Fee (which covers the budget for operations, capital improvements and debt service, which is assessed to each parcel and or dwelling for recreation facilities other than the beaches, and is paid as part of the Washoe County property tax bill.)

21. Family Tree means a social unit consisting of people related to the property Owner by marriage and to the extent of the first and second degrees of consanguinity and affinity, including parents, children, grandparents, grandchildren, brothers and sisters, and their spouses, as set forth on Exhibit "A" and incorporated here at by this reference. Persons listed on the Family Tree are eligible to be assigned IVGID Recreation Passes and Recreation Privileges, as more fully set forth below in Article IV of this Ordinance.

22. General Manager means the person appointed by the Board of Trustees as the General Manager of the District.

23. Guest for Recreation Facilities other than the Beaches means any person invited by an Owner of a Parcel to use District owned Recreation Facilities other than the Beaches.

24. Guest for Beach Access means any person invited by an Owner of a Parcel with Beach Access (as defined in the deed conveying the Beaches to Incline Village General Improvement District on June 4, 1968) to use the District owned Beaches. A property Owner or its Assignees, including Guests, can use the Beaches for recreation purposes only and cannot sell access to the Beaches or receive compensation for access to the Beaches. If Board determines that an Owner be reimbursed for Guest Access Fee, need to add that here. Does this need to be incorporated into the Ordinance?

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25. IVGID Recreation Pass means the non-transferable photo identification pass issued by the district for free access to District Beaches for those Parcels which have Beach Access, and for hourly, daily, and seasonal

ORDINANCE NO. 7

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

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discounts at other District-owned Recreation Facilities. Subject to the familial limitations set forth in the Family Tree attached hereto as Exhibit "A", the district can sell up to three (3) additional IVGID Recreation Passes to eligible Parcel Owners for their use or for their IVGID Assignment to Family Members listed in the first degree of consanguinity on the Family Tree attached as Exhibit "A", as provided in Article IV.

26. Owner means any person/entity owning fee title to a Parcel within the District, or portion thereof, or any person in whose name the legal title to the property appears, in whole or in part, by deed duly recorded in the County Recorder's office, or any person exercising acts of ownership over the Parcel for the Owner as executor, administrator, guardian or trustee of the Owner. In the case of multiple ownership of a single Parcel, a Parcel shall be entitled to receive only the maximum number of IVGID Recreation Passes and Recreation Punch Cards for Privileges allocated to a single Parcel. In the case of a single Parcel with multiple Owners, or in the case of entity ownership, the multiple Owners or the entity shall designate to the District one (1) individual in writing to direct the District with respect to the issuing of the IVGID Recreation Passes and Recreation Punch Cards.
27. Parcel means a single plot of land within the District, with or without a dwelling or commercial building on it, or a multi-family Parcel that contains more than one Dwelling Unit as defined by the District Recreation Roll, which is assessed and pays a Recreation Facility Fee.
28. Pass Holder means an individual who has been issued an IVGID Recreation Pass or a Recreation Punch Card.
29. Recreation and Recreation Facility means any leisure or sports facility, program, or service owned, operated or provided by the District, including, but not limited to, Beaches, parks, playgrounds, athletic fields, trails, Nordic and alpine ski areas, golf courses, recreation centers, tennis courts, pickle ball courts, swimming pools, sports leagues, contests, events, classes, and special events. Notwithstanding the inclusion of "Beaches" within the definition of "Recreation", admission to, access to and use of the Beaches is further restricted to persons with Beach Access as set forth in the Beach Deed and Article VII of this Ordinance.
30. Recreation Punch Card means the transferable card for Recreation Privileges issued by the District to eligible Parcel Owners for use by their Assignees and Guests that can be used to pay some or all of access fees

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~~to~~fees to various District Recreation Facilities and bears a dollar face value established by the Board each fiscal year. A Guest may use a Recreation Punch Card for Access to Recreation Facilities, with or without the accompanying Owner, as more fully described in Article VIII of this Ordinance. The District can sell Additional Recreation Punch Cards to eligible Parcel Owners or assignees for their personal use as provided in Article XI, Paragraph 90 only. A Recreation Punch Card is issued with a dollar value set by the District and cannot be re-filled during that fiscal year after the total dollar value for that fiscal year has been used up.

31. Recreation Fee means the annual Recreation Standby and Service Charge assessed by the District to support recreation services, programs and facilities.
32. Recreation Privilege(s) means any privileges of recreation access or special rates afforded to Recreation Pass holders or Punch Card holders, including the privilege to provide admission for Guests, as provided for in this Ordinance 7. Beach Privileges are specifically limited as set forth in Article VII below. Golf Privileges are specifically limited as set forth in Article VIII below.
33. Resident means any: (i) Owner or Tenant of a residence or buildable lot that is located within the boundaries of the District as constituted by law, or (ii) Owner or Tenant of a commercial property that is located within the boundaries of the District, who resides within the District for purposes of voting within the District, and (iii) A Tenant who must have a lease of a property located within the District with a term of six (6) months or longer.
34. Residential Tenant means an individual who rents or leases for six (6) months or more, a residence on a Parcel located within the boundaries of the District, as defined above for the purposes of living in same, and is therefore eligible to receive an IVGID Recreation Pass to be issued for a minimum of a six (6) month period. A tenant with a Lease for less than six (6) months is not deemed to be a Resident for any purpose under the Ordinance, and is not entitled to receive an IVGID Recreation Pass. A residential Tenant must present a written lease agreement in the name of the Tenant, or with the Tenant listed as one of the persons authorized to live on the property, and an IVGID Assignment form signed by the Owner attesting to the fact that the lease is a valid and enforceable lease. Notwithstanding the foregoing, if a Residential Tenant ceases to be a Resident of a Parcel within the boundaries of the District, the Owner must

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immediately notify the District and the IVGID Recreation Pass must immediately be returned to the District. The District will immediately cancel the IVGID Recreation Pass in the name of a former Residential Tenant, upon notification of termination of tenancy.

35. Tenant means a Residential Tenant or a Commercial Tenant which leases a property (with a valid lease) within the District for a lease term of six (6) months or longer.

35a. Unbuildable lot is a classification that is reflected for ~~each~~ parcel in the records of the Washoe County Assessor Property Data for a given APN, per Washoe County Land Use Code Sections 160 and 170.

ARTICLE III. RECREATION PRIVILEGE ELIGIBILITY

36. Eligible Parcels. Each District Parcel which is assessed and has paid in full the current Recreation Facility Fee, is eligible to receive Recreation Privileges as set forth in this Ordinance. Notwithstanding the foregoing sentence, only Parcels which were located within the District as of *May 30, 1968*, and which are assessed by the District and have paid and continue to pay a Recreation Fee which includes a Beach Fee, are eligible to receive a IVGID Recreation Pass with Beach Privileges.
37. Fees Kept Current. All property taxes, special assessments and Recreation Fees on a Parcel must be paid for the current and prior years to maintain the Parcel's eligibility for Recreation Privileges. The District Recreation Facility Fee must be paid by October 1 of the year billed in order to continue receiving Recreation Privileges.
38. Tenant Eligibility. All Tenants of Parcels located within the boundaries of the District, who are Residents, with a Lease of six (6) months or more, are eligible to receive an Assignment of Recreation Privileges available to the Parcel that they are renting, provided that they have proof of residency and upon the execution of the District Assignment documents as described in Article IV below.
39. Available Recreation Privileges. Every eligible Parcel may receive any combination of up to five (5) IVGID Recreation Passes or Recreation Punch Cards.

ARTICLE IV. APPLICATION PROCEDURES

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40. Application. Application for Recreation Privileges must pertain to a specific, eligible Parcel. An application will be accepted when: (a) filed on the Application Form provided by the District; (b) accompanied by proof of ownership as set forth in Paragraph 41 below; (c) signed by an Owner of the Parcel; and (d) if in the name of other than the Owner, accompanied also by an Assignment form. The form(s) must be filed with the District's Parks and Recreation office, in person, by fax, or by mail, prior to any issue of Recreation Privileges as provided by this Ordinance.
41. Proof of Ownership. Proof of ownership shall be made by presentation of a government issued photo identification together with one of the following forms:
 - (a) Written copy of legal deed of title to the Parcel.
 - (b) ~~Written c~~Confirmation of ownership of the Parcel from the County Assessor's office.
42. Proof of Residence. Proof of residence shall be made by submitting a Written copy of legal lease signed by Parcel Owner and Tenant, or authorized Agent, along with written certification on the IVGID Assignment form signed by the Parcel Owner representing that the Assignee is a Tenant, together with one or more of the following forms:
 - (a) Valid Nevada Driver's License indicating current street address within the District.
 - (b) Verifiable copies of a current utility (phone, electric, water and sewer, etc.) bill in Assignee's name or written certification by the person named on the Lease that the Assignee is a co-tenant.
 - (c) All confirmation must be by written document. Written documents need not be certified except for those signed by Owner; however, the District may require further confirmation of uncertified documents.
43. Proof of Tenancy, including Commercial Tenancy. Proof of tenancy, including commercial tenancy shall be made with the submittal of (i) a written copy of legal lease signed by the ~~Parcel~~-Owner, or authorized Agent, and Tenant for a period of six (6) months or longer; and (ii) copy of a current utility bill (phone, electric, water or sewer, etc.) in ~~Commercial~~

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Tenant's name; and (iii) proof that the individual to receive the Recreation Privilege is a Resident in the case of an IVGID Recreation Pass, but not a Recreation Punch Card; and (iv) in the case of an entity, proof that the individual holds one of the positions eligible for Assignment (i.e., a Principal or owner of the entity who is a Resident or a corporate officer who is a Resident), ~~or to a commercial tenant corporate officer who is a Resident~~. Confirmation must be by written document. Written documents need not be certified; however, the District may require further confirmation of uncertified documents.

43a. Proof for Individuals under Family Tree. **To be provided before next Board meeting.**

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- 44. Application Acceptance. Application will not be accepted on any Parcel if another valid Parcel Owner or resident Application already exists on that Parcel. Any Application will expire with a change of ownership, residency or tenancy where no party listed on the application continues ownership, residency or tenancy. Upon proof of such change to the satisfaction of the District in its sole discretion, and cancellation of the prior IVGID Recreation Passes, Recreation Punch Cards and prior rights. Notwithstanding the foregoing statement, in the case of a change in tenancy, a change in rights for Tenants can only be made every six (6) months, for District administrative purposes and convenience.
- 45. Application Approval. Upon review and verification of the Application by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Application. It is the Applicant's responsibility to provide the District with all information required for approval, including but not limited to the Owner's signature, as required by District forms.
- 46. Application Amendment. To update information on the Application, an approved Application may be amended by any verified Owner of the Parcel, whether or not that Owner signed or submitted the original Application form.

ARTICLE V. ASSIGNMENT OF PRIVILEGES

- 47. Assignment Procedures. Assignment of Recreation Privileges will be accepted when filed on the District Assignment Form and when accompanied by an approved application, or when an approved Application is already on file but has been cancelled, and when signed by any Owner listed on the application. The Assignment form must be filed with the

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District's Recreation office, in person, by fax, by email, by digital signature, or by mail, and the District may rely upon a copy of the Owner's signature when an original Owner's original signature is not supplied. When there is an Assignment of Recreation Privileges, the Parcel Owner as Assignor must agree to be jointly and severally liable with Assignee respecting any sums of money Assignee owes the District related to the use of Recreation Facilities, damage to recreation facilities and persons and property of other persons, fees or sums owed for the use of all District-owned meeting facilities, and any fines. All Assignments must be for a minimum of six (6) months. If an individual assigned a IVGID Recreation Pass ceases to be a Tenant, the Owner is responsible for and shall immediately advise the District so that the District can cancel the Recreation Privileges, and the IVGID Recreation Pass must be immediately returned by the Tenant or Owner to the District. Even if an Assignment is cancelled in less than 6 months, another pass cannot be issued until the six-month period from issuance of the Card has passed, for District administrative purposes and convenience

48. Agent Designation. Any Owner listed on an approved application may designate an Agent by filing and executing an Agent Authorization Form, for processing paperwork and for accepting IVGID Recreation Passes. However, the Owner must sign the Assignment and the Application, and thereby agree to be jointly and severally responsible for all fees, fines, and monies owed to the District by the Tenant and for all damages and loss caused to the District and others by the Assignee. An Owner may only designate one Agent. The District Agent form must be filed with the District's Parks and Recreation office, in person, by fax, by email, by digital signature or by mail. Upon review and verification of the Agent form by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the form. It is the Owner's responsibility to provide the District with all information required for approval. For clarity, the Owner is responsible for all acts of the Agent and of the Assignee and Guest, and for all representations of the Agent and the Assignee. The Agent shall be a family member as set forth on the Family Tree, Exhibit "A" or a licensed Nevada Division of Real Estate property manager or licensee.
49. Assignment Acceptance by District. An Assignment will not be accepted by the District, on any Parcel, if another valid and outstanding Assignment already exists on that Parcel. An Assignment will expire with a change of ownership, where no party listed as Assignor on the application continues

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as an Owner of the Parcel. The Assignment form must be signed by the Owner, not by an Agent on behalf of an Owner.

50. Privileges Assignable - Residential Parcels. Every eligible residential Parcel may receive any combination of up to five (5) Cards that are IVGID Recreation Passes or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any property Owner's eligible family member as set forth on the Family Tree at Exhibit "A", or to a Tenant who/which also qualifies under this Ordinance. Tenants cannot further assign to family members under the Family Tree.
51. Privileges Assignable – Commercial Parcels. Every eligible commercial Parcel may receive any combination of up to five (5) cards that are IVGID Recreation Passes and/or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any individual property Owner's family member as set forth on the Family Tree at Exhibit "A", or if the commercial tenant is an entity, to a Principal or owner of the entity who is a Resident, or to a commercial tenant corporate officer who is a Resident. Tenants cannot further assign to family members under the Family Tree.
52. Assignment Approval. Upon review and verification of the Assignment by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Assignment. It is the Owner's responsibility to provide the District with all information required for approval, either from the Owner directly or the Owner's Agent, but the Owner is ultimately responsible for the accuracy and truthfulness of all information and representations provided.
53. Assignment Amendments. To update information, the Assignment may be amended, and may only be amended, by the person signing the original Assignment form. Provided, however, that any Owner listed on the approved application or a designated Agent of any listed Owner may add names of persons to be assigned Recreation Privileges, to the extent additional privileges are available, so long as the Owner agrees to remain responsible, and so long as no changes are made to add individuals to get Recreation Privileges in less than six (6) month intervals.

ARTICLE VI. IVGID RECREATION PASS (ADDITIONAL SPECIAL PROVISIONS CONCERNING BEACH ACCESS AND BEACH ACCESS PRIVILEGES ARE DESCRIBED IN ARTICLE VII BELOW)

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54. An IVGID Recreation Pass, subject to the other conditions and restrictions of this Ordinance, provides the Pass Holder:
- a. reduced season pass rates, at District-owned ski, and tennis facilities; and
 - b. reduced daily rates at District-owned golf, ski and tennis facilities; and
 - c. reduced yearly, quarterly, monthly, or weekly membership rates at District-owned Recreation Center; and [reduced rates on various recreation programs and services](#)
 - d. reduced daily rates at the District-owned Recreation Center; and
 - e. reduced rates for the rental of the Chateau, Aspen Grove Community Building, Diamond Peak Ski Lodge, Recreation Center, and District-owned athletic fields; and
 - f. watercraft launching access at the District-owned boat ramp, for a fee; and
 - g. The ability to bring Guest(s) to District-owned Beaches for a fee, when accompanying an IVGID Recreation Pass Holder; and
 - h. any other Recreation Privileges determined by the Board.
55. Term of Pass Issuance. The IVGID Recreation Pass of any person will be limited to a term of not less than six (6) months or more than five (5) years. If no term is specified, the minimum six-month term shall apply.
56. IVGID Recreation Pass Expiration. An IVGID Recreation Pass expires when:
- a. the stated expiration date has been exceeded; or
 - b. the Parcel changes ownership, in which case the former Owner must return his/her/its IVGID Recreation Passes to the District; or
 - c. the IVGID Recreation Pass is withdrawn or reassigned to another individual by the Owner or his Agent; or
 - d. payment of the District Recreation Fee is delinquent, or
 - e. the IVGID Recreation Pass is voided pursuant to this Ordinance; or
 - f. the lease of a Tenant expires or terminates, with or without notice to IVGID from the Owner.
57. No Ability to Transfer IVGID Recreation Passes. All IVGID Recreation Passes shall be issued for the sole use of the pass holder and are non-transferable. If an IVGID Recreation Pass is transferred, lent, given, sold, offered or used by a person other than the individual identified on the IVGID Recreation Pass, the violation of this paragraph **49** of this Ordinance 7 will

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result in immediate sanctions against the offending Parcel Owner, including but not limited to, in the case of knowing or willful violation of this Ordinance, up to the immediate loss of the IVGID Recreation Pass and the Pass Holder, and loss of all of their IVGID Recreation Privileges for a period of up to one (1) year or longer, from the date the IVGID Recreation Pass is cancelled by the District, as determined by the General Manager in his sole and absolute discretion.

58. Responsibilities of IVGID Recreation Pass Holder. It is the responsibility of the Pass Holder to:
- a. renew his/her pass on or before the expiration date shown on the pass;
 - b. report lost, stolen, or destroyed passes;
 - c. return all valid passes when eligibility to use passes has expired or when asked by the District to surrender the passes;
 - d. be responsible for the conduct of his/her Guests and Assignees, and to inform Guests and ~~Assigns and~~ Assignees and assure compliance by the IVGID Recreation Pass Holder and his/her Guests and Assignees with all rules and regulations of the Recreation Facilities, and be responsible for any liability, loss or damages resulting from all such individual's use of the District's Recreation Facilities, or presence in, or at, or use of the Recreation Facilities.
 - e. be responsible to secure his/her IVGID Recreation Pass and never allow or authorize another individual to use it for any purpose whatsoever.
59. Lost/Stolen IVGID Recreation Pass. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to replace any IVGID Recreation Pass that is lost or stolen prior to its date of expiration.
60. Reassignment Fee. Reassignment ~~of IVGID Recreation Passes~~ will not be allowed within the initial six months of pass issuance except for the following conditions: (a) the Parcel on which the pass is issued changes title; or (b) the passholder is deceased. In the event of a reassignment where the issued passes are not returned, there will be a charge per Card, in such amount as the District shall set in a Schedule of Fees from time to ~~time, assessed~~ ~~time, assessed~~ to the Parcel Owner. New passes will not be issued for any other individuals unless this fee is paid or the passes are returned. ~~There is no reassignment of IVGID Recreation Passes, even in~~

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the event of sale or transfer of a parcel. Should there be no reassignment of Recreation Punch Cards in the event of a title transfer? Or should this be left to the discretion of the Director of Parks & Recreation.

61. Ownership Transfer Fee. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to the new Owner of a Parcel if the IVGID Recreation Passes issued on the Parcel are not returned to the District when a property changes ownership.

ARTICLE VII. BEACH ACCESS PRIVILEGES SPECIAL RULES

62. It is the intent of the District to adopt provisions under this Article VII to comply with the Deed dated June 4, 1968, including but not limited to page 1 line 28 – page 2, line 7, which states that the beaches “shall be held, maintained and used by grantee, its successors and assigns, only for the purposes of recreation by, and for the benefit of, property owners and their tenants...and as the Board of Trustee of said District may determine, the guests of such property owners...” Further, the Deed provides that “the Board of Trustees shall have the authority to control, regulate, maintain and improve said property” Therefore, rules and implementation of rules and regulations of the Beaches will be reviewed by the District Board from time to time, separate and apart from review of the entire Ordinance 7, to assure such reasonable compliance and efficient operations and maintenance.
63. IVGID Recreation Pass Holders with Beach Access have unlimited access to the Beaches for themselves and may bring Guests to the Beach if the that passholder accompaniesy them Guest to the Beach entrance gate at time of entry and pays the applicable District Beach Guest access fee. An Owner with Beach Access may give a Recreation Punch Cards may be given to the Owner’s Guests who may then have Beach Access up to the total dollar credit then remaining on the Recreation Punch Card, and the Owner need not accompany such Guests to the Beach. The applicable Beach Guest access fee must be paid for eEach Guest accessing the Beaches. shall pay the applicable Beach Guests access fee.
64. Access to Beaches under the Beach Deed: Persons who do not have an IVGID Recreation Pass in their name and with their photograph may only access the Beaches if they are in possession of a Recreation Punch Card with sufficient remaining funds to pay their Beach Guest access fee or if they are Guests accompanying an Owner at the entrance gate, and in

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compliance with the provisions of this Articles VII governing Guest Access. The Beaches are not open to the public.

65. It is further the intent of the District to adopt provisions under this Article VII to avoid or limit over-crowding at the Beaches both to further the intent of the Deed and for public safety and convenience of the District.

a. Unless accompanied by an ~~District Picture Pass~~ IVGID Recreation Pass Holder with Beach Access who purchases a Guest entrance, a Guest can only access the Beaches with a valid Recreation Punch Card that has the applicable value remaining on the Recreation Punch Card to cover the total cost of entrance to the Beaches for each person accompanying the recreation Punch Card.

~~b. Trustees to discuss and consider requiring that all guests be present with an IVGID Pass Holder at the Beach gates to enter, regardless of whether or not the parcel owner or Guest have a Recreation Punch Card.~~

~~e. The Committee recommends considering placing a limit on the total number of guests a Parcel and/or IVGID Recreation Picture Pass Holder Pass Holder, with Beach Access, can bring to the Beach during the peak season or, alternatively on a daily basis during peak season, except in the case of a reservation for a large group. This may be something that the district could implement after evaluating one to two years of revisions to the existing Ordinance on an "if needed" basis. Language that could be used: "An IVGID Recreation Pass Holders with Beach Access can use their IVGID Recreation Pass to bring a maximum of _____ Guests to the Beach per day/per day during the months of June, July and August/per week/per month, per _____."~~

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66. Parcels that were annexed to the District after *May 30, 1968*, are NOT eligible for Beach Access, per deed restrictions listed on the Beach Deed, among other reasons.es-

67. Commercial Use of the Beaches. Commercial Use of the Beaches is prohibited. Commercial Use of the Beaches, includes but is not limited to offering of Beach Access or Beach Privileges to customers or any person for remuneration or offering Beach Access or Beach Privileges as an inducement to a potential customer by a business or a business enterprise. Notwithstanding this provision, limited contracts for the provision of food and beverage, and services may be executed between the District and

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third-party vendors for the benefit of the District, Owners and Tenants, each to be approved by the Board.

68. Boat launching by a commercial enterprise at Ski Beach or any other of the District's restricted access Beaches, Boat launching by a commercial enterprise at Ski Beach or any other of the District's restricted access Beaches is prohibited except as follows: (i) Commercial watercraft operations owners who are pParcel Owners and IVGID Recreation Pass Holders with Beach Access are allowed to launch boats for their own personal recreation use. (ii) If an IVGID Recreation Pass Holder with Beach Access owns a boat which is stored at a local commercial business, and requests that the local commercial business brings the boat and launches it for the recreational use of the boat by the IVGID Recreation Pass Holder with Beach Access's recreational use of the boat at any of the District's Beaches or picks up the IVGID Recreation Pass Holder in the water, this is deemed a permissible non-commercial activity, for the benefit of the IVGID Recreation Pass Holder with Beach Access, not a commercial use for the commercial boat business. (iii) If a local commercial business brings a boat to pick up its customers who is an IVGID Recreation Pass Holder IVGID Recreation Pass Holder with Beach Access, and who is are paying the business to rent the boat hourly or daily for the IVGID Recreation Pass Holder with Beach Access's recreational use, this is deemed a permissible non-commercial recreation activity for the benefit of the IVGID Recreation Pass Holder IVGID Recreation Pass Holder with Beach Access, not a commercial use for the commercial boat business.

69. Marketing of Beach Access is prohibited. No IVGID Recreation Pass Holder IVGID Recreation Pass Holder with Beach Access shall market or authorize the marketing of Beach Access for any commercial purpose or in connection with offering anything for sale, lease, license or valuable consideration to the IVGID Recreation Pass Holder IVGID Recreation Pass Holder with Beach Access.

- 69a. Parking at Beaches. Parking in the parking lots at Incline Beach and Burnt Cedar Beach during the months of June – September following Labor Day weekend is only allowed for cars driven in by or containing IVGID Recreation Pass Holders with Beach Access or Owners with Beach Access with Recreation Punch Cards. (Question: there are many alternatives, and this should be discussed. This is an operational program subject to change therefore should not be included in the Ordinance.

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ARTICLE VIII. RECREATION PUNCH CARD

70. A Recreation Punch Card provides the cardholder with a face value of Recreation Privileges, determined by the Board, which may be applied toward:
- a. The Guest rate for daily Beach Access, daily boat and jet ski launching; and
 - b. the difference between the resident rate and the retail or nonresident rate for daily access to the District-owned golf, ski, recreation center, and tennis facilities; and ~~(May change to reflect the ability to but down up to the entire rate per 70d)~~
 - c. the difference between the resident rate and the retail or nonresident rate for any other recreation use fee or rental fee as may be determined by the Board. ~~(May change to reflect the ability to but down up to the entire rate per 70d)~~
 - d. ~~To buy down up to the entire amount of an access fee to District Recreation Venues and Facilities and Programs.~~
71. Expiration Date. Recreation Punch Cards shall have a term of one year beginning on June 1. All Recreation Punch Cards expire on the 31st day of May following the date of issuance, regardless of when issued during the course of that year.
72. Transferability. Recreation Punch Cards are issued against the Parcel and are transferable to anyone who is a Guest of an Owner who was issued the Recreation Punch Card. Recreation Punch Cards cannot be given to or transferred to any person other than a Guest of the specific Parcel Owner. Recreation Punch Cards cannot be given to or transferred to other Parcel Owners to use for their Guests or used for purposes of other Parcel Owners, and such use will constitute Misconduct under this Ordinance 7, subject to sanctions as set forth below. Recreation Punch Cards are numbered and tied to a specific Parcel and the Parcel Owner to whom the Recreation Punch Card is tied is responsible for the actions and inactions of the Guest, as more fully discussed in Article XI, Paragraph 84 of this Ordinance.
73. Replacement. Recreation Punch Cards will not be replaced if lost, stolen, destroyed or if the dollar value is exhausted.

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- 74. Transfer of Parcel. To the extent that a Parcel is transferred, and the prior Owner has acquired Recreation Punch Cards from the District, those Recreation Punch Cards will be invalidated regardless of the balance remaining prior to the issuance of any Recreation Punch Cards to the new Parcel Owner. ~~No new Recreation Punch Cards will be issued until the new fiscal year begins.~~
- 75. Refund. The Recreation Punch Card has no monetary exchange value and therefore cannot be returned to the District for any form of refund or credit.
- 76. Each Owner or the Owner's Agent are responsible for procuring and distributing Recreation Punch Cards to Guests of the Owner, and the District does not act as a concierge to assist with Guest use or access to Recreation Punch Cards. Each Owner or the Owner's Agent must inform the Guest as to the rules and procedures with respect to the use of Recreation Punch Cards.

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ARTICLE IX. GUEST ACCESS

- 77. District venues have different rate category structures for Guests and different restrictions on the number of Guests and method of Guest access.
 - a. Guests at the Championship and Mountain Golf Courses: There are different rates for Resident/IVGID Pass Holder Rate, Guest rate (must be present with an IVGID Pass Holder), Hyatt rate and non-IVGID Pass Holder rate.
 - b. Guests at Diamond Peak, Recreation Center, Tennis Center and Community Programing have an IVGID Pass Holder Rate and a Non-IVGID Pass Holder Rate.
 - c. Beach access requires that a Guest fee be paid for every Guest entering the Beaches, including Guests on boats that are being launched at the boat launch. Guests can access the Beaches only if they accompany an IVGID Recreation Pass Holder with Beach Access, or if they have a Recreation Punch Card with a dollar balance remaining sufficient to cover the cost of the entire Guest fee for the Guest.
 - d. Where Owners pay the guest access fee for their guests, the Owners may seek reimbursement from their guests for said fee, and doing so is not a commercial activity in the case of Beach Access. (Move (d) to Article VII.) Should this language be included in the ordinance?

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ARTICLE X. UNBUILDABLE LOTS

78. Unbuildable lots that do not have Beach Access Privileges as of June 1, 2022 will not be eligible for Beach Access Privileges, IVGID Recreation Passes or Recreation Punch Cards.
79. Unbuildable lots that currently have Recreation Privileges as of June 1, 2022 will continue to receive Recreation Privileges as long as the current Owners own the lots, but not after death, sale or other transfer of the lot, and only so long as the Recreation Fee continues to be assessed and is paid in full.
80. No unbuildable lots may be subdivided to produce additional Parcels that would receive in excess of the five (5) IVGID Recreation Passes for the unbuildable lot as it existed as of May 30, 1968. Except as set forth in the next paragraph 81, the district will not issue more than five (5) IVGID Recreation Passes for an unbuildable lot as it existed as of May 30, 1968. Notwithstanding the foregoing, if a formerly unbuildable lot is deemed by the County to be buildable and a residence or commercial property is built on that lot in the future, that Parcel will become eligible for Recreation Privileges.
81. Unbuildable lots that have been subdivided to produce additional Parcels in the past and are receiving in excess of the 5 Recreation Passes (if any), will be grandfathered to the extent they are currently receiving in excess of the five (5) IVGID Recreation Passes that would have been allocated to that Parcel as it existed as of May 30, 1968, so long as the current Owners own the Parcel, but this right shall not survive the ownership of the current Owners.

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[This all needs more discussion by the board of trustees](#)

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(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

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ARTICLE XI. GENERAL USE REQUIREMENTS

82. IVGID Recreation Pass Ownership. All Recreation Passes are the property of the District and must be returned upon request, and/or upon the loss of eligibility by the IVGID Recreation Pass holder.
83. Deed Restrictions. For clarity, Parcels annexed to the District after May 30, 1968, are not eligible for District beach access as per deed restrictions listed on the Beach Deed.
84. Assumption of Risk and Indemnity. In order to bring Guests and persons who are not IVGID Recreation Pass Holders to District Recreational Facilities and Venues, each Owner and IVGID Recreation Pass Holder must sign an agreement, acknowledging and agreeing that for good and valuable consideration, the receipt and sufficiency of which will be acknowledged:
 - a. the IVGID Recreation Pass Holder is voluntarily using the Recreation facilities,
 - b. the IVGID Recreation Pass Holder assumes all risk of personal injury to himself/herself and to his/her Assignees and Guests, and of loss and damage to, his/her/their personal property resulting from use of the Recreation facilities; and
 - c. the IVGID Recreation Pass Holder and Owner agrees to defend, indemnify and hold the District harmless from and against any and all loss, liability, claims and damage caused by Owner, IVGID Recreation Pass Holder or an Assignee or Guest of Owner or IVGID Recreation Pass Holder to the District, to the District's Property or to third parties, arising out of actions or inactions of Pass Holder or Pass Holder's Assignee's and Guests.
85. Fraudulent Use. It is Fraudulent Use to provide fFalse or misleading information to obtain a Recreation Punch Card or IVGID Recreation Pass, or any fraudulent use of such card or pass, including but not limited to, (i) making a false representation that a person falls under the providing Family Tree when the person does not; (ii) providing false information or documents in connection with the acquisition of an IVGID Recreation Pass or Punch Card; (iii) an Owner or manager of an Owner, or Agent of an Owner, falsely attesting on an Application, to the fact that an Applicant allegedly has a valid and enforceable lease when the Applicant does not or has a valid and enforceable lease for in excess of 6 months when the

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Applicant does not; (iv) making an Assignment of Recreation Privileges to a person who is not authorized to receive such Assignment under this Ordinance 7; (v) or obtaining an Additional IVGID ~~Pass~~ Recreation Pass for persons who are not Tenants ~~and~~ are outside of the Family Tree on Exhibit "A". ~~Such fraudulent use,~~ will be grounds for voiding one, or more or all Recreation Privileges issued against the Parcel for a period of up to one year, or in the event of multiple or repeated violations, for a longer period of time. The District reserves the right to pursue any other disciplinary and legal action. Because fraudulent use is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.

86. Selling of Recreation Privileges or Allowing Others to Use IVGID Recreation Passes or Allowing Persons Who are Not Guests of the Owner to Use a Recreation Punch Card Issued to the Owner. IVGID Recreation Punch Cards can only be given by an Owner to persons who are Guests of the specific Owner who received the Recreation Punch Card from the District, and cannot be given to other Owners to give to their Guests. It is strictly forbidden for any Owner to ask another Owner to use the Recreation Punch Cards of another Owner or for an Owner to give another Owner or person his/her/its Recreation Punch(s) to be used for Guests of another Owner or Person. It is strictly forbidden for any IVGID Recreation Pass Holder or other individual to sell an Assignment of Recreation Privileges, or to sell individual IVGID Recreation Passes or Recreation Punch Cards. Any such sales of privileges, passes, or cards or giving or transferring of Recreation Punch Cards from one Owner to another Owner or person to be used for Guest of the other Owner or person is considered to be fraudulent use and will be grounds for voiding one, more or all Recreation Privileges issued against the Parcel or in the case of transfers between Owners, Recreation Privileges issued against both Parcels may be voided, for a period of up to one year, and in the event of multiple or repeated violations for a longer period of time. The District reserves the right to pursue any other disciplinary or legal action against the Owner, the IVGID Recreation Pass holder or the Punch Card Holder. Because selling and otherwise allowing others to improperly use Recreation Privileges is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.

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87. Misconduct. Use of the District's facilities by any IVGID Recreation Pass Holder or Recreation Punch Card Hholder is a privilege. For misconduct or violation of the provisions of this Ordinance, an IVGID Recreation Pass Holder or Recreation Punch Card Holder may be removed from the Recreation Venues and Facilities and/or his/her Recreation Privileges, including the immediate confiscation of the IVGID Recreation Pass or Recreation Punch Card, which may be suspended for any period deemed appropriate by the District including up to one year, or in the event of multiple or repeated violations, a longer period of time, or those privileges may be revoked, at the District's sole discretion. Misconduct includes but is not limited to:
- a. failure to abide by any rule, policy, procedure, or regulation established by the District and all such supplemental rules, policies, procedures, or regulations established for each recreational facility; or
 - b. violation of any law or District ordinance; or
 - c. disorderly and/or abusive behavior; or
 - d. excessive or improper use of alcohol and/or drugs on Recreation Facilities; or
 - e. vandalism or any other form of property damage at Recreation Facilities; or
 - f. violence, fighting, threats of violence, bringing a gun or knife or other weapon onto a District Recreation Facility; or
 - g. violation of any provision of this Ordinance 7, including but not limited to the provisions prohibiting commercial use of the Beaches and commercial use of the boat launch at Ski Beach.
 - ~~h. violations of parking rules.~~

The District may in its sole discretion hold the parent(s), conservator, or guardian of a child who engages in willful misconduct jointly and severally liable for the resulting damage. (NRS 41.470, as amended.)

88. Disciplinary Procedures for Misconduct.
- a. Incident Report. A District employee may, in a timely fashion, submit a written incident report of facts within that employee's own, personal knowledge concerning the alleged misconduct of an Alleged Violator, regardless of whether that Alleged Violator was removed from the premises for that same alleged misconduct.

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- b. Removal. A District employee may request that an Alleged Violator leave District property or District Venues, in circumstances where there is a threat of bodily harm to a person or a risk of property damage to District owned facilities, and/or a persistent refusal to obey Ordinance 7, an applicable law and/or policies, procedures or regulations of the District (circumstances requiring removal). If the Alleged Violator does not voluntarily leave when requested to do so, the District employee will request that the Washoe County Sheriff's Office remove the Alleged Violator from the District's property or a District Venue.
 - (1) Washoe County Sheriff Assistance. The District may request at any time the assistance of the Washoe County Sheriff's Office in maintaining order.
 - (2) Incident Report. The employee(s) involved in the removal shall file an incident report with the department head of that facility within 24 hours of the occurrence.

- c. Suspension, Revocation, or Other Disposition.
 - (1) Department Head. Within a reasonable time, following receipt of an incident report, the Director of Parks and Recreation may determine that sufficient evidence of serious misconduct exists, indicating adequate grounds for suspension or revocation of privileges. Upon such an assessment, the Director of Parks and Recreation shall provide the Alleged Violator with written notice of the accusation(s) and the possible sanction/penalty which may result. The notice shall also provide the Alleged Violator with the date, time and place at which the Alleged Violator may appear before the Director of Parks and Recreation, to respond to the claims and to explain the Alleged Violator's position concerning the incident.
 - (a) Notice. The written notice shall be signed by the Director of Parks and Recreation and mailed, certified return receipt requested, to the District's record address of the Alleged Violator. Attached to the notice shall be a copy of the incident report(s). If the Alleged Violator is a minor, an additional copy of the notice shall be mailed to the parent(s) or person(s) in loco parentis of the Alleged Violator-minor.

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- (b) **Hearing.** Within five (5) business days of mailing the written notice, unless otherwise agreed by the Director of Parks and Recreation and the Alleged Violator, the Director of Parks and Recreation shall hold a hearing to determine the accuracy of the representations contained in the Incident Report and to determine what, if any, further action shall be taken by the District. At this hearing, the employee(s) bringing the charges shall provide testimony and the Alleged Violator shall have opportunity to respond and explain. At the close of the hearing, the Director of Parks and Recreation may render his/her opinion orally or take the matter under submission. The Director of Parks and Recreation shall deliver a written decision concerning the allegations and any resulting suspension or revocation within five (5) business days following the hearing.
 - (c) **Decision.** The Director of Parks and Recreation shall include findings of facts, conclusions of misconduct, and sanction/penalty, if any imposed, in the decision; additionally, the Director of Parks and Recreation shall inform the Alleged Violator in the decision of the Alleged Violator's right to appeal the decision to the District's General Manager. Such disposition shall include, but not be limited to, the following: suspension, revocation, reprimand (oral or written), or a determination of no action of no misconduct.
 - (d) **Notice of Appeal.** In order to avail him/herself of the right to appeal to the General Manager, the Alleged Violator must so inform the General Manager by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within ten (10) business days of issuance of the written opinion.
- (2) **District General Manager.** Within twenty (20) business days of the Alleged Violator's notice of appeal letter, the General Manager shall hear the Alleged Violator's appeal. Also, at this hearing shall be the charging employee(s) and the deciding Department Head, to respond to the Alleged Violator's assertions. The General Manager shall render his/her written decision within five (5) business days of the appellate hearing. In the decision, the General Manager shall uphold, modify, or

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reverse, in whole or in part, the Department Head's decision. The General Manager shall advise the Alleged Violator in this written decision of the Alleged Violator's right to appeal the General Manager's decision to the District's Board of Trustees. In order to avail him/herself of the right of final appeal to the Board of Trustees, the Alleged Violator must so inform the Board by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within ten (10) business days of issuance of the written opinion from the General Manager.

(3) Board of Trustees. The Board of Trustees shall hear the Alleged Violator's duly agendized appeal at the Board's next regularly scheduled public meeting. (NRS 241.030 (3) (d)) Nothing contained in the Chapter 241 shall require that any meeting be closed to the public.) This hearing shall be attended by the Director of Parks and Recreation and General Manager, and if requested by the District the District's counsel, to respond to the Alleged Violator's assertions. If the Director of Parks and Recreation and the General Manager cannot attend the next regularly scheduled meeting, the hearing shall be held within thirty (30) days of the District's receipt of the appeal, or the Alleged Violation shall be expunged. The Board shall render its decision at this hearing. By its decision, the Board shall uphold, modify, or overturn, in whole or in part, the General Manager's decision. The Board's decision is final.

- d. Right of Representation. The Alleged Violator may enlist the assistance of legal counsel, of the Alleged Violator's choice and at his/her expense, at any and all stages of these proceedings.
- e. Reservation. Nothing herein shall preclude the District from utilizing any and all legal and/or equitable remedies, in the stead of or in addition to the present procedure.

89. Other Issuance. Save and except as provided in or required by the provisions of the Beach Deed, this Ordinance does not apply to or discuss the District issuing Recreation Privileges to employees or Board members, in the past, present or future, as approved by the Board of Trustees, from time to time; Such privileges shall be the subject of a separate Board policy or policies or ordinance, approved by the Board. Notwithstanding the foregoing, no Beach Privileges may be granted to any employee or Board members, past, present or future, that are contrary to or in violation of the Beach Deed.

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90. Purchase of Additional IVGID Recreation Passes or Recreation Punch Cards. If any Owner wishes to purchase up to a total of an additional five (5) IVGID Recreation Passes or Recreation Punch Cards or a combination thereof, the Owner may do so by paying an additional fee as set by the Board, for each IVGID Recreation Pass or Recreation Punch Card for the Parcel in question. Additional IVGID Recreation Passes are valid for a period of one (1) year from the date of purchase, unless they expire on an earlier date as provided in paragraph 48 hereof. Out of the available five (5) Additional Cards, up to three (3) Additional IVGID Recreation Passes can be Additional IVGID Recreation Passes that can only be purchased for eligible Family Members listed within the Family Tree, on Exhibit "A". Additional Recreation Punch Cards are valid from the date of purchase until the thirty-first (31st) day of May following the date of purchase and can be used by any individual. Additional IVGID Recreation Passes or Recreation Punch Cards cannot be purchased for Commercial Parcels and their Tenants.

An application for Additional IVGID Recreation Passes or Additional Recreation Punch Cards must be filed with the District's Parks and Recreation office. The number and relevant information concerning these Additional IVGID Recreation Passes and Recreation Punch Cards shall be separately tracked electronically on an annual basis (by fiscal year) made available by the District to the Board and to the Public, so that the availability of Additional IVGID Recreation Passes and Additional Recreation Punch Cards can be reviewed annually as to the appropriateness of this provision for the purchase of Additional Passes and card. Additional IVGID Recreation Passes do not increase the number of Guests allowed per Parcel if the District imposes any limit on the number of Guests per Parcel or per IVGID Recreation Pass. Additional IVGID Recreation Passes and Recreation Punch Cards cannot be purchased by an Owner of one Parcel for another Parcel owned by the Owner or for another Owner or the purchasing Parcel Owner and the receiving Parcel Owner will be subject to sanctions set forth for Misconduct in this Ordinance. A maximum of five (5) IVGID Recreation Passes per Parcel can be used to obtain discounts for daily access for the District-owned golf courses. Additional IVGID Recreation Passes and Additional Recreation Punch Cards purchased by Owners in excess of the initial five cannot be used to obtain daily discounts at the District-owned golf courses.

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91. Personal Identification. Prior to issuance of any recreation privilege, identification of the person receiving the privilege may be required in the form of a valid government issued photo identification card, such as an automobile driver's license.
92. Administration. The General Manager may from time to time recommend to the Board that the Board of Trustees adopt, amend, or rescind rules consistent with this Ordinance. The General Manager shall hold the final authority to interpret this Ordinance and rules adopted thereunder. Such authority shall include the application of this Ordinance and rules to specific people, Parcels, and circumstances. The day- to-day administration of this Ordinance is hereby delegated to the Director of Parks and Recreation; provided however no changes or expansions can be made to this Ordinance, except as approved by the Board of Trustees.

ARTICLE XII. AMENDMENTS

93. Modification of Privileges. The Recreation Privileges issued under this Ordinance shall be modified by the terms of any amendments to this Ordinance subsequently adopted by the Board. Nothing in this Ordinance shall be deemed to limit the Board's discretion to modify the terms of this Ordinance or the application of any such modification to IVGID Recreation Passes, Recreation Punch Cards and other Recreation Privileges outstanding, including alterations in the terms or expiration dates thereof. Nothing in this Ordinance shall grant any permanent rights or privileges to any person or Parcel or Owner, and all rights and privileges set forth herein are subject to the control of, regulation by, and change by the Board in its sole discretion.
94. Effective Date. The effective date of this Ordinance is June 1, 2022. The terms of this Ordinance applied to all Recreation Privileges that were outstanding on that date.
95. The Director of Parks and Recreation, after the approval of the General Manager, is empowered to determine how to administer the application of this Ordinance to existing privileges, except as set forth in Paragraph 96. below with respect to the application of this Ordinance to the Beaches and Beach Privileges. The effective date of this amendment shall be June 1, 2022. The Director of Parks and Recreation and the General Manager shall set up systems to collect and shall collect data electronically and otherwise, and make reports available to the Board of Trustees as to the impact of the

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changes in this Ordinance on or before March 1 of each year, commencing on March 1, 2023, at a public meeting, so that the policies and procedures set forth in this Ordinance 7 dated June 1, 2022 can be reviewed. Thereafter, each year, on or about March 1, the policies and procedures set forth in this Ordinance 7 dated June 1, 2022 will be reviewed by the General Manager and Director of Parks and Recreation, with the Board, which review shall include detailed usage information that shall be tracked electronically.

96. The Board shall set policy and direction on Beach Privileges and Beach ~~Access~~, and the General Manager or if he/she so designates in writing to the Board of Trustees, the Director of Parks and Recreation, are empowered to administer the application of this Ordinance with respect to Beach Privileges. The General Manager or his/her designee is empowered to administer the application of this Ordinance to all other Recreation Privileges.

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FAMILY TREE

EXHIBIT A TO ORDINANCE 7

Relationship #	Property Owner		Relationship #	Spouse of Property Owner
0	Owner/Co-Owner	FIRST DEGREE	00	Owner/Co-Owner
1	Mother		7	Mother
2	Mother's Spouse		8	Mother's Spouse
3	Father		9	Father
4	Father's Spouse		10	Father's Spouse
5	Children		11	Children
6	Child's Spouse		12	Child's Spouse
<hr/>				
13	Grandmother	SECOND DEGREE	23	Grandmother
14	Grandmother's Spouse		24	Grandmother's Spouse
15	Grandfather		25	Grandfather
16	Grandfather's Spouse		26	Grandfather's Spouse
17	Grandchildren		27	Grandchildren
18	Grandchild's Spouse		28	Grandchild's Spouse
19	Sister		29	Sister
20	Sister's Spouse		30	Sister's Spouse
21	Brother		31	Brother
22	Brother's Spouse		32	Brother's Spouse
23	Domestic Partner		33	Domestic Partner's Child only
24	Domestic Partner's Partner	34	Domestic Partner's Partner	

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**Ordinance 7 - Conformed
Version - 04212022**

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**(As amended June 13, 1991;
November 17, 1993; May 8, 1995;
June 12, 1995; March 25, 1998 and
proposed on May 26, 2022)**

**An Ordinance Establishing Rates,
Rules and Regulations for IVGID
Recreation Passes and Recreation
Punch Cards by the Incline Village
General Improvement District**

CONFORMED AS OF 04212022

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

Be it ordained by the Board of Trustees of the Incline Village General Improvement District, Washoe County, Nevada, as follows:

ARTICLE I. GENERAL PROVISIONS

1. Short Title. This Ordinance shall be known and may be cited as the "Incline Village General Improvement District Recreation Pass Ordinance."
2. Words and Phrases. For the purpose of this Ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; all words in the singular number shall include the plural number; all words in the masculine shall include the feminine; and all words in the feminine shall include the masculine. Capitalized words are defined in Article II, Definitions, below.
3. Separability. If any section, subsection, sentence, clause or phrase of this Ordinance or the application thereof to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.
4. Posting. The adoption or any revision of this Ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in three (3) public places in the District for ten (10) days following its passage.

ARTICLE II. DEFINITIONS

When used in this Ordinance, the following terms shall have the meanings defined below:

5. Affinity signifies the connection existing in consequence of marriage between each of the married persons and the blood relatives of the other.
6. Agent means the person designated by an Owner to represent the Owner in processing paperwork executed by the Owner and physically receiving any resulting IVGID Recreation Passes and Recreation Punch Cards on behalf of Owner and his/her/its Tenants and Assignees pertaining to the

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Assignment of Recreation Privileges. Agents cannot sign documents on behalf of Owners, Tenants or Assignees wherein Owners, Tenants or Assignees either: (a) make representations to the District or (b) agree to indemnify the District or to assume risks as individuals or entities.

7. Applications means the District's form used to apply for Recreation Privileges.
8. Assignment means the execution of a District Assignment of Recreation Privilege form and related documents assigning Recreation Privileges to a Parcel Owner's Family Member identified on the Family Tree in Exhibit "A" or to a Tenant. Assignee means the person to whom an Owner has assigned Recreation Privileges.
 - a. Assignor means the Owner assigning Recreation Privileges. A Tenant or a Family Tree Member cannot assign Recreation Privileges to another person or entity.
 - b. Assignee means the individual receiving an assignment of Recreation Privileges from an Owner as an individual listed on the Family Tree or a Tenant.
9. Beach Access means the rights and privileges of Parcel Owners to use and access Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach, including but not limited to the privilege to launch watercraft at Ski Beach, and to provide admission for Tenants and Guests, as granted to Owners of Parcels identified in the Beach Deed dated May 30, 1968, conveying the Beaches to Incline Village General Improvement District and granting easements to Parcel Owners. The Beaches are restricted access Beaches and the original Beach Deed states in pertinent part, among other things, that the beaches are "for the use of property owners and their tenants . . . and as the Board of Trustees . . . may determine, the guests of such property owners." Beach Access is separate and distinct from other Recreation Privileges, and has additional rules, regulations, and restrictions as set forth in Article VII below.
10. Beaches means Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach.

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11. Beach Deed means that certain Deed made May 30, 1968, recorded in Book 324 at pages 192-194 in the books and records of Washoe County, a copy of which is attached hereto as Exhibit "B"
 - a. Beach Facility Fee means the amount determined by the Board of Trustees to fund the IVGID beach properties for operations, capital improvements and debt service, which is assessed to a parcel and or dwelling with Beach Access, and is paid as part of Washoe County property tax bill.
12. Board means the Board of Trustees of the Incline Village General Improvement District.
13. Card and Card Holder, is a Recreation Punch Card or an IVGID Recreation Pass, and the person who is in possession of a IVGID Recreation Pass or a Recreation Punch Card.
14. Commercial Tenant means an individual, or corporation, limited liability company (or similar entity) who/which rents, or leases, a commercial property located within the District for the purposes of conducting business or commercial activity, for a term of six (6) months or more.
15. Commercial Use of Beaches means using the Beaches for a commercial purpose or for compensation, and is strictly prohibited unless otherwise authorized by the District.
16. Consanguinity means a blood relationship.
17. County means Washoe County, Nevada.
18. Director of Parks and Recreation means the person appointed as the department head of the Parks and Recreation Department.
19. District means the Incline Village General Improvement District (acting through its duly authorized officers or employees within the scope of their respective duties).
20. Domestic Partnership is a form of legal union available to both homosexual and heterosexual couples in Nevada and other states of the United States, where both parties are at least 18 years old; both share a common residence; neither is currently in a marriage or domestic partnership or

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substantially equivalent relationship with another person; and the parties are both legally capable of consenting to the domestic partnership.

- a. Facility Fee means the amount determined by the Board of Trustees to cover the total of the Beach Facility Fee plus the Recreation Facility Fee (which covers the budget for operations, capital improvements and debt service, which is assessed to each parcel and or dwelling for recreation facilities other than the beaches, and is paid as part of the Washoe County property tax bill.)
21. Family Tree means a social unit consisting of people related to the property Owner by marriage and to the extent of the first and second degrees of consanguinity and affinity, including parents, children, grandparents, grandchildren, brothers and sisters, and their spouses, as set forth on Exhibit "A" and incorporated here at by this reference. Persons listed on the Family Tree are eligible to be assigned IVGID Recreation Passes and Recreation Privileges, as more fully set forth below in Article IV of this Ordinance.
22. General Manager means the person appointed by the Board of Trustees as the General Manager of the District.
23. Guest for Recreation Facilities other than the Beaches means any person invited by an Owner of a Parcel to use District owned Recreation Facilities other than the Beaches.
24. Guest for Beach Access means any person invited by an Owner of a Parcel with Beach Access (as defined in the deed conveying the Beaches to Incline Village General Improvement District on June 4, 1968) to use the District owned Beaches. A property Owner or its Assignees, including Guests, can use the Beaches for recreation purposes only and cannot sell access to the Beaches or receive compensation for access to the Beaches. **If Board determines that an Owner be reimbursed for Guest Access Fee, need to add that here.** Does this need to be incorporated into the Ordinance?
25. IVGID Recreation Pass means the non-transferable photo identification pass issued by the district for free access to District Beaches for those Parcels which have Beach Access, and for hourly, daily, and seasonal discounts at other District-owned Recreation Facilities. Subject to the familial limitations set forth in the Family Tree attached hereto as Exhibit

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“A”, the district can sell up to three (3) additional IVGID Recreation Passes to eligible Parcel Owners for their use or for their IVGID Assignment to Family Members listed in the first degree of consanguinity on the Family Tree attached as Exhibit “A”, as provided in Article IV.

26. Owner means any person/entity owning fee title to a Parcel within the District, or portion thereof, or any person in whose name the legal title to the property appears, in whole or in part, by deed duly recorded in the County Recorder's office, or any person exercising acts of ownership over the Parcel for the Owner as executor, administrator, guardian or trustee of the Owner. In the case of multiple ownership of a single Parcel, a Parcel shall be entitled to receive only the maximum number of IVGID Recreation Passes and Recreation Punch Cards for Privileges allocated to a single Parcel. In the case of a single Parcel with multiple Owners, or in the case of entity ownership, the multiple Owners or the entity shall designate to the District one (1) individual in writing to direct the District with respect to the issuing of the IVGID Recreation Passes and Recreation Punch Cards.
27. Parcel means a single plot of land within the District, with or without a dwelling or commercial building on it, or a multi-family Parcel that contains more than one Dwelling Unit as defined by the District Recreation Roll, which is assessed and pays a Recreation Facility Fee.
28. Pass Holder means an individual who has been issued an IVGID Recreation Pass or a Recreation Punch Card.
29. Recreation and Recreation Facility means any leisure or sports facility, program, or service owned, operated or provided by the District, including, but not limited to, Beaches, parks, playgrounds, athletic fields, trails, Nordic and alpine ski areas, golf courses, recreation centers, tennis courts, pickle ball courts, swimming pools, sports leagues, contests, events, classes, and special events. Notwithstanding the inclusion of “Beaches” within the definition of “Recreation”, admission to, access to and use of the Beaches is further restricted to persons with Beach Access as set forth in the Beach Deed and Article VII of this Ordinance.
30. Recreation Punch Card means the transferable card for Recreation Privileges issued by the District to eligible Parcel Owners for use by their Assignees and Guests that can be used to pay some or all of access fees to various District Recreation Facilities and bears a dollar face value established by the Board each fiscal year. A Guest may use a Recreation

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Punch Card for Access to Recreation Facilities, with or without the accompanying Owner, as more fully described in Article VIII of this Ordinance. The District can sell Additional Recreation Punch Cards to eligible Parcel Owners or assignees for their personal use as provided in Article XI, Paragraph 90 only. A Recreation Punch Card is issued with a dollar value set by the District and cannot be re-filled during that fiscal year after the total dollar value for that fiscal year has been used up.

31. Recreation Fee means the annual Recreation Standby and Service Charge assessed by the District to support recreation services, programs and facilities.
32. Recreation Privilege(s) means any privileges of recreation access or special rates afforded to Recreation Pass holders or Punch Card holders, including the privilege to provide admission for Guests, as provided for in this Ordinance 7. Beach Privileges are specifically limited as set forth in Article VII below. Golf Privileges are specifically limited as set forth in Article VIII below.
33. Resident means any:(i) Owner or Tenant of a residence or buildable lot that is located within the boundaries of the District as constituted by law, or (ii) Owner or Tenant of a commercial property that is located within the boundaries of the District, who resides within the District for purposes of voting within the District, and (iii) A Tenant who must have a lease of a property located within the District with a term of six (6) months or longer.
34. Residential Tenant means an individual who rents or leases for six (6) months or more, a residence on a Parcel located within the boundaries of the District, as defined above for the purposes of living in same, and is therefore eligible to receive an IVGID Recreation Pass to be issued for a minimum of a six (6) month period. A tenant with a Lease for less than six (6) months is not deemed to be a Resident for any purpose under the Ordinance, and is not entitled to receive an IVGID Recreation Pass. A residential Tenant must present a written lease agreement in the name of the Tenant, or with the Tenant listed as one of the persons authorized to live on the property, and an IVGID Assignment form signed by the Owner attesting to the fact that the lease is a valid and enforceable lease. Notwithstanding the foregoing, if a Residential Tenant ceases to be a Resident of a Parcel within the boundaries of the District, the Owner must immediately notify the District and the IVGID Recreation Pass must immediately be returned to the District. The District will immediately cancel

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the IVGID Recreation Pass in the name of a former Residential Tenant, upon notification of termination of tenancy.

35. Tenant means a Residential Tenant or a Commercial Tenant which leases a property (with a valid lease) within the District for a lease term of six (6) months or longer.
 - a. Unbuildable lot is a classification that is reflected for a parcel in the records of the Washoe County Assessor Property Data for a given APN, per Washoe County Land Use Code Sections 160 and 170.

ARTICLE III. RECREATION PRIVILEGE ELIGIBILITY

36. Eligible Parcels. Each District Parcel which is assessed and has paid in full the current Recreation Facility Fee, is eligible to receive Recreation Privileges as set forth in this Ordinance. Notwithstanding the foregoing sentence, only Parcels which were located within the District as of *May 30, 1968*, and which are assessed by the District and have paid and continue to pay a Recreation Fee which includes a Beach Fee, are eligible to receive a IVGID Recreation Pass with Beach Privileges.
37. Fees Kept Current. All property taxes, special assessments and Recreation Fees on a Parcel must be paid for the current and prior years to maintain the Parcel's eligibility for Recreation Privileges. The District Recreation Facility Fee must be paid by October 1 of the year billed in order to continue receiving Recreation Privileges.
38. Tenant Eligibility. All Tenants of Parcels located within the boundaries of the District, who are Residents, with a Lease of six (6) months or more, are eligible to receive an Assignment of Recreation Privileges available to the Parcel that they are renting, provided that they have proof of residency and upon the execution of the District Assignment documents as described in Article IV below.
39. Available Recreation Privileges. Every eligible Parcel may receive any combination of up to five (5) IVGID Recreation Passes or Recreation Punch Cards.

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ARTICLE IV. APPLICATION PROCEDURES

- 40. Application. Application for Recreation Privileges must pertain to a specific, eligible Parcel. An application will be accepted when: (a) filed on the Application Form provided by the District; (b) accompanied by proof of ownership as set forth in Paragraph 41 below; (c) signed by an Owner of the Parcel; and (d) if in the name of other than the Owner, accompanied also by an Assignment form. The form(s) must be filed with the District's Parks and Recreation office, in person, by fax, or by mail, prior to any issue of Recreation Privileges as provided by this Ordinance.

- 41. Proof of Ownership. Proof of ownership shall be made by presentation of a government issued photo identification together with one of the following forms:
 - a. Written copy of legal deed of title to the Parcel.
 - b. Written confirmation of ownership of the Parcel from the County Assessor's office.

- 42. Proof of Residence. Proof of residence shall be made by submitting a Written copy of legal lease signed by Parcel Owner and Tenant, or authorized Agent, along with written certification on the IVGID Assignment form signed by the Parcel Owner representing that the Assignee is a Tenant, together with one or more of the following forms:
 - a. Valid Nevada Driver's License indicating current street address within the District.
 - b. Verifiable copies of a current utility (phone, electric, water and sewer, etc.) bill in Assignee's name or written certification by the person named on the Lease that the Assignee is a co-tenant.
 - c. All confirmation must be by written document. Written documents need not be certified except for those signed by Owner; however, the District may require further confirmation of uncertified documents.

- 43. Proof of Tenancy, including Commercial Tenancy. Proof of tenancy, including commercial tenancy shall be made with the submittal of (i) a written copy of legal lease signed by the Owner, or authorized Agent, and Tenant for a period of six (6) months or longer; and (ii) copy of a current

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utility bill (phone, electric, water or sewer, etc.) in I Tenant's name; and (iii) proof that the individual to receive the Recreation Privilege is a Resident in the case of an IVGID Recreation Pass, but not a Recreation Punch Card; and (iv) in the case of an entity, proof that the individual holds one of the positions eligible for Assignment (i.e., a Principal or owner of the entity who is a Resident or a corporate officer who is a Resident) . Confirmation must be by written document. Written documents need not be certified; however, the District may require further confirmation of uncertified documents.

a. Proof for Individuals under Family Tree. **To be provided before next Board meeting.**

44. Application Acceptance. Application will not be accepted on any Parcel if another valid Parcel Owner or resident Application already exists on that Parcel. Any Application will expire with a change of ownership, residency or tenancy where no party listed on the application continues ownership, residency or tenancy. Upon proof of such change to the satisfaction of the District in its sole discretion, and cancellation of the prior IVGID Recreation Passes, Recreation Punch Cards and prior rights. Notwithstanding the foregoing statement, in the case of a change in tenancy, a change in rights for Tenants can only be made every six (6) months, for District administrative purposes and convenience.
45. Application Approval. Upon review and verification of the Application by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Application. It is the Applicant's responsibility to provide the District with all information required for approval, including but not limited to the Owner's signature, as required by District forms.
46. Application Amendment. To update information on the Application, an approved Application may be amended by any verified Owner of the Parcel, whether or not that Owner signed or submitted the original Application form.

ARTICLE V. ASSIGNMENT OF PRIVILEGES

47. Assignment Procedures. Assignment of Recreation Privileges will be accepted when filed on the District Assignment Form and when accompanied by an approved application, or when an approved Application is already on file but has been cancelled, and when signed by any Owner listed on the application. The Assignment form must be filed with the District's Recreation office, in person, by fax, by email, by digital signature,

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or by mail, and the District may rely upon a copy of the Owner's signature when an original Owner's original signature is not supplied. When there is an Assignment of Recreation Privileges, the Parcel Owner as Assignor must agree to be jointly and severally liable with Assignee respecting any sums of money Assignee owes the District related to the use of Recreation Facilities, damage to recreation facilities and persons and property of other persons, fees or sums owed for the use of all District-owned meeting facilities, and any fines. All Assignments must be for a minimum of six (6) months. If an individual assigned a IVGID Recreation Pass ceases to be a Tenant, the Owner is responsible for and shall immediately advise the District so that the District can cancel the Recreation Privileges, and the IVGID Recreation Pass must be immediately returned by the Tenant or Owner to the District. Even if an Assignment is cancelled in less than 6 months, another pass cannot be issued until the six-month period from issuance of the Card has passed, for District administrative purposes and convenience

48. Agent Designation. Any Owner listed on an approved application may designate an Agent by filing and executing an Agent Authorization Form, for processing paperwork and for accepting IVGID Recreation Passes. However, the Owner must sign the Assignment and the Application, and thereby agree to be jointly and severally responsible for all fees, fines, and monies owed to the District by the Tenant and for all damages and loss caused to the District and others by the Assignee. An Owner may only designate one Agent. The District Agent form must be filed with the District's Parks and Recreation office, in person, by fax, by email, by digital signature or by mail. Upon review and verification of the Agent form by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the form. It is the Owner's responsibility to provide the District with all information required for approval. For clarity, the Owner is responsible for all acts of the Agent and of the Assignee and Guest, and for all representations of the Agent and the Assignee. The Agent shall be a family member as set forth on the Family Tree, Exhibit "A" or a licensed Nevada Division of Real Estate property manager or licensee.

49. Assignment Acceptance by District. An Assignment will not be accepted by the District, on any Parcel, if another valid and outstanding Assignment already exists on that Parcel. An Assignment will expire with a change of ownership, where no party listed as Assignor on the application continues as an Owner of the Parcel. The Assignment form must be signed by the Owner, not by an Agent on behalf of an Owner.

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50. Privileges Assignable - Residential Parcels. Every eligible residential Parcel may receive any combination of up to five (5) Cards that are IVGID Recreation Passes or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any property Owner's eligible family member as set forth on the Family Tree at Exhibit "A", or to a Tenant who/which also qualifies under this Ordinance. Tenants cannot further assign to family members under the Family Tree.
51. Privileges Assignable – Commercial Parcels. Every eligible commercial Parcel may receive any combination of up to five (5) cards that are IVGID Recreation Passes and/or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any individual property Owner's family member as set forth on the Family Tree at Exhibit "A", or if the commercial tenant is an entity, to a Principal or owner of the entity who is a Resident, or to a commercial tenant corporate officer who is a Resident. Tenants cannot further assign to family members under the Family Tree.
52. Assignment Approval. Upon review and verification of the Assignment by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Assignment. It is the Owner's responsibility to provide the District with all information required for approval, either from the Owner directly or the Owner's Agent, but the Owner is ultimately responsible for the accuracy and truthfulness of all information and representations provided.
53. Assignment Amendments. To update information, the Assignment may be amended, and may only be amended, by the person signing the original Assignment form. Provided, however, that any Owner listed on the approved application or a designated Agent of any listed Owner may add names of persons to be assigned Recreation Privileges, to the extent additional privileges are available, so long as the Owner agrees to remain responsible, and so long as no changes are made to add individuals to get Recreation Privileges in less than six (6) month intervals.

ARTICLE VI. IVGID RECREATION PASS (ADDITIONAL SPECIAL PROVISIONS CONCERNING BEACH ACCESS AND BEACH ACCESS PRIVILEGES ARE DESCRIBED IN ARTICLE VII BELOW)

54. An IVGID Recreation Pass, subject to the other conditions and restrictions of this Ordinance, provides the Pass Holder:

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- a. reduced season pass rates, at District-owned ski, and tennis facilities; and
 - b. reduced daily rates at District-owned golf, ski and tennis facilities; and
 - c. reduced yearly, quarterly, monthly, or weekly membership rates at District-owned Recreation Center; and reduced rates on various recreation programs and services
 - d. reduced daily rates at the District-owned Recreation Center; and
 - e. reduced rates for the rental of the Chateau, Aspen Grove Community Building, Diamond Peak Ski Lodge, Recreation Center, and District-owned athletic fields; and
 - f. watercraft launching access at the District-owned boat ramp, for a fee; and
 - g. The ability to bring Guest(s) to District-owned Beaches for a fee, when accompanying an IVGID Recreation Pass Holder; and
 - h. any other Recreation Privileges determined by the Board.
55. Term of Pass Issuance. The IVGID Recreation Pass of any person will be limited to a term of not less than six (6) months or more than five (5) years. If no term is specified, the minimum six-month term shall apply.
56. IVGID Recreation Pass Expiration. An IVGID Recreation Pass expires when:
- a. the stated expiration date has been exceeded; or
 - b. the Parcel changes ownership, in which case the former Owner must return his/her/its IVGID Recreation Passes to the District; or
 - c. the IVGID Recreation Pass is withdrawn or reassigned to another individual by the Owner or his Agent; or
 - d. payment of the District Recreation Fee is delinquent, or
 - e. the IVGID Recreation Pass is voided pursuant to this Ordinance; or
 - f. the lease of a Tenant expires or terminates, with or without notice to IVGID from the Owner.
57. No Ability to Transfer IVGID Recreation Passes. All IVGID Recreation Passes shall be issued for the sole use of the pass holder and are non-transferable. If an IVGID Recreation Pass is transferred, lent, given, sold, offered or used by a person other than the individual identified on the IVGID Recreation Pass, the violation of this paragraph **49** of this Ordinance 7 will result in immediate sanctions against the offending Parcel Owner, including

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but not limited to, in the case of knowing or willful violation of this Ordinance, up to the immediate loss of the IVGID Recreation Pass and the Pass Holder, and loss of all of their IVGID Recreation Privileges for a period of up to one (1) year or longer, from the date the IVGID Recreation Pass is cancelled by the District, as determined by the General Manager in his sole and absolute discretion.

58. Responsibilities of IVGID Recreation Pass Holder. It is the responsibility of the Pass Holder to:
- a. renew his/her pass on or before the expiration date shown on the pass;
 - b. report lost, stolen, or destroyed passes;
 - c. return all valid passes when eligibility to use passes has expired or when asked by the District to surrender the passes;
 - d. be responsible for the conduct of his/her Guests and Assignees, and to inform Guests and Assignees and assure compliance by the IVGID Recreation Pass Holder and his/her Guests and Assignees with all rules and regulations of the Recreation Facilities, and be responsible for any liability, loss or damages resulting from all such individual's use of the District's Recreation Facilities, or presence in, or at, or use of the Recreation Facilities.
 - e. be responsible to secure his/her IVGID Recreation Pass and never allow or authorize another individual to use it for any purpose whatsoever.
59. Lost/Stolen IVGID Recreation Pass. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to replace any IVGID Recreation Pass that is lost or stolen prior to its date of expiration.
60. Reassignment Fee. Reassignment of IVGID Recreation Passes will not be allowed within the initial six months of pass issuance except for the following conditions: (a) the Parcel on which the pass is issued changes title; or (b) the passholder is deceased. In the event of a reassignment where the issued passes are not returned, there will be a charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, assessed to the Parcel Owner. New passes will not be issued for any other individuals unless this fee is paid or the passes are returned. Should there be no reassignment of Recreation Punch Cards in the event of a title

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transfer? Or should this be left to the discretion of the Director of Parks & Recreation.

61. Ownership Transfer Fee. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to the new Owner of a Parcel if the IVGID Recreation Passes issued on the Parcel are not returned to the District when a property changes ownership.

ARTICLE VII. BEACH ACCESS PRIVILEGES SPECIAL RULES

62. It is the intent of the District to adopt provisions under this Article VII to comply with the Deed dated June 4, 1968, including but not limited to page 1 line 28 – page 2, line 7, which states that the beaches “shall be held, maintained and used by grantee, its successors and assigns, only for the purposes of recreation by, and for the benefit of, property owners and their tenants...and as the Board of Trustee of said District may determine, the guests of such property owners...” Further, the Deed provides that “the Board of Trustees shall have the authority to control, regulate, maintain and improve said property” Therefore, rules and implementation of rules and regulations of the Beaches will be reviewed by the District Board from time to time, separate and apart from review of the entire Ordinance 7, to assure such reasonable compliance and efficient operations and maintenance.
63. IVGID Recreation Pass Holders with Beach Access have unlimited access to the Beaches for themselves and may bring Guests to the Beach if the that passholder accompanies the Guest to the Beach entrance gate at time of entry and pays the applicable Beach Guest access fee. An Owner with Beach Access may give a Recreation Punch Cards to the Owner’s Guests who may then have Beach Access up to the total dollar credit then remaining on the Recreation Punch Card, and the Owner need not accompany such Guests to the Beach. The applicable Beach Guest access fee must be paid for each Guest accessing the Beaches.
64. Access to Beaches under the Beach Deed: Persons who do not have an IVGID Recreation Pass in their name and with their photograph may only access the Beaches if they are in possession of a Recreation Punch Card with sufficient remaining funds to pay their Beach Guest access fee or if they are Guests accompanying an Owner at the entrance gate, and in compliance with the provisions of this Articles VII governing Guest Access. The Beaches are not open to the public.

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65. It is further the intent of the District to adopt provisions under this Article VII to avoid or limit over-crowding at the Beaches both to further the intent of the Deed and for public safety and convenience of the District.
- a. Unless accompanied by an IVGID Recreation Pass Holder with Beach Access who purchases a Guest entrance, a Guest can only access the Beaches with a valid Recreation Punch Card that has the applicable value remaining on the Recreation Punch Card to cover the total cost of entrance to the Beaches for each person accompanying the recreation Punch Card.

The Committee recommends considering placing a limit on the total number of guests a Parcel and/or IVGID Recreation Pass Holder with Beach Access can bring to the Beach during the peak season or, alternatively on a daily basis during peak season, except in the case of a reservation for a large group. This may be something that the district could implement after evaluating one to two years of revisions to the existing Ordinance on an "if needed" basis. Language that could be used: "An IVGID Recreation Pass Holders with Beach Access can use their IVGID Recreation Pass to bring a maximum of ___ Guests to the Beach per day/per day during the months of June, July and August/per week/per month, per_____.

66. Parcels that were annexed to the District after *May 30, 1968*, are NOT eligible for Beach Access, per deed restrictions listed on the Beach Deed, among other reasons.
67. Commercial Use of the Beaches. Commercial Use of the Beaches is prohibited. Commercial Use of the Beaches, includes but is not limited to offering of Beach Access or Beach Privileges to customers or any person for remuneration or offering Beach Access or Beach Privileges as an inducement to a potential customer by a business or a business enterprise. Notwithstanding this provision, limited contracts for the provision of food and beverage, and services may be executed between the District and third-party vendors for the benefit of the District, Owners and Tenants, each to be approved by the Board.
68. Boat launching by a commercial enterprise at Ski Beach or any other of the District's restricted access Beaches. Boat launching by a commercial enterprise at Ski Beach or any other of the District's restricted access Beaches is prohibited except as follows: (i) Commercial watercraft operations owners who are parcel Owners and IVGID Recreation Pass

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Holders with Beach Access are allowed to launch boats for their own personal recreation use. (ii) If an IVGID Recreation Pass Holder with Beach Access owns a boat which is stored at a local commercial business, and requests that the local commercial business brings the boat and launches it for the recreational use of the boat by the IVGID Recreation Pass Holder with Beach Access at any of the District's Beaches or picks up the IVGID Recreation Pass Holder in the water, this is deemed a permissible non-commercial activity, for the benefit of the IVGID Recreation Pass Holder with Beach Access, not a commercial use for the commercial boat business. (iii) If a local commercial business brings a boat to pick up its customers who is an IVGID Recreation Pass Holder with Beach Access, and who is paying the business to rent the boat hourly or daily for the IVGID Recreation Pass Holder with Beach Access's recreational use, this is deemed a permissible non-commercial recreation activity for the benefit of the IVGID Recreation Pass Holder with Beach Access, not a commercial use for the commercial boat business.

69. Marketing of Beach Access is prohibited. No IVGID Recreation Pass Holder with Beach Access shall market or authorize the marketing of Beach Access for any commercial purpose or in connection with offering anything for sale, lease, license or valuable consideration to the IVGID Recreation Pass Holder with Beach Access.

69.a. This is an operational program subject to change therefore should not be included in the Ordinance.

ARTICLE VIII. RECREATION PUNCH CARD

70. A Recreation Punch Card provides the cardholder with a face value of Recreation Privileges, determined by the Board, which may be applied toward:

- a. The Guest rate for daily Beach Access, daily boat and jet ski launching; and
- b. the difference between the resident rate and the retail or nonresident rate for daily access to the District-owned golf, ski, recreation center, and tennis facilities; and
- c. the difference between the resident rate and the retail or nonresident rate for any other recreation use fee or rental fee as may be determined by the Board.

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71. Expiration Date. Recreation Punch Cards shall have a term of one year beginning on June 1. All Recreation Punch Cards expire on the 31st day of May following the date of issuance, regardless of when issued during the course of that year.
72. Transferability. Recreation Punch Cards are issued against the Parcel and are transferable to anyone who is a Guest of an Owner who was issued the Recreation Punch Card. Recreation Punch Cards cannot be given to or transferred to any person other than a Guest of the specific Parcel Owner. Recreation Punch Cards cannot be given to or transferred to other Parcel Owners to use for their Guests or used for purposes of other Parcel Owners, and such use will constitute Misconduct under this Ordinance 7, subject to sanctions as set forth below. Recreation Punch Cards are numbered and tied to a specific Parcel and the Parcel Owner to whom the Recreation Punch Card is tied is responsible for the actions and inactions of the Guest, as more fully discussed in Article XI, Paragraph 84 of this Ordinance.
73. Replacement. Recreation Punch Cards will not be replaced if lost, stolen, destroyed or if the dollar value is exhausted.
74. Transfer of Parcel. To the extent that a Parcel is transferred, and the prior Owner has acquired Recreation Punch Cards from the District, those Recreation Punch Cards will be invalidated regardless of the balance remaining prior to the issuance of any Recreation Punch Cards to the new Parcel Owner.
75. Refund. The Recreation Punch Card has no monetary exchange value and therefore cannot be returned to the District for any form of refund or credit.
76. Each Owner or the Owner's Agent are responsible for procuring and distributing Recreation Punch Cards to Guests of the Owner, and the District does not act as a concierge to assist with Guest use or access to Recreation Punch Cards. Each Owner or the Owner's Agent must inform the Guest as to the rules and procedures with respect to the use of Recreation Punch Cards.

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

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ARTICLE IX. GUEST ACCESS

- 77. District venues have different rate category structures for Guests and different restrictions on the number of Guests and method of Guest access.
 - a. Guests at the Championship and Mountain Golf Courses: There are different rates for Resident/IVGID Pass Holder Rate, Guest rate (must be present with an IVGID Pass Holder), Hyatt rate and non-IVGID Pass Holder rate.
 - b. Guests at Diamond Peak, Recreation Center, Tennis Center and Community Programming have an IVGID Pass Holder Rate and a Non-IVGID Pass Holder Rate.
 - c. Beach access requires that a Guest fee be paid for every Guest entering the Beaches, including Guests on boats that are being launched at the boat launch. Guests can access the Beaches only if they accompany an IVGID Recreation Pass Holder with Beach Access, or if they have a Recreation Punch Card with a dollar balance remaining sufficient to cover the cost of the entire Guest fee for the Guest.
 - d. Where Owners pay the guest access fee for their guests, the Owners may seek reimbursement from their guests for said fee, and doing so is not a commercial activity in the case of Beach Access. (Move (d) to Article VII.) Should this language be included in the ordinance?

ARTICLE X. UNBUILDABLE LOTS

- 78. Unbuildable lots that do not have Beach Access Privileges as of June 1, 2022 will not be eligible for Beach Access Privileges, IVGID Recreation Passes or Recreation Punch Cards.
- 79. Unbuildable lots that currently have Recreation Privileges as of June 1, 2022 will continue to receive Recreation Privileges as long as the current Owners own the lots, but not after death, sale or other transfer of the lot, and only so long as the Recreation Fee continues to be assessed and is paid in full.
- 80. No unbuildable lots may be subdivided to produce additional Parcels that would receive in excess of the five (5) IVGID Recreation Passes for the unbuildable lot as it existed as of May 30, 1968. Except as set forth in the next paragraph 81, the district will not issue more than five (5) IVGID Recreation Passes for an unbuildable lot as it existed as of May 30, 1968.

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Notwithstanding the foregoing, if a formerly unbuildable lot is deemed by the County to be buildable and a residence or commercial property is built on that lot in the future, that Parcel will become eligible for Recreation Privileges.

81. Unbuildable lots that have been subdivided to produce additional Parcels in the past and are receiving in excess of the 5 Recreation Passes (if any), will be grandfathered to the extent they are currently receiving in excess of the five (5) IVGID Recreation Passes that would have been allocated to that Parcel as it existed as of May 30, 1968, so long as the current Owners own the Parcel, but this right shall not survive the ownership of the current Owners.

This all needs more discussion by the board of trustees

ARTICLE XI. GENERAL USE REQUIREMENTS

82. IVGID Recreation Pass Ownership. All Recreation Passes are the property of the District and must be returned upon request, and/or upon the loss of eligibility by the IVGID Recreation Pass holder.

83. Deed Restrictions. For clarity, Parcels annexed to the District after May 30, 1968, are not eligible for District beach access as per deed restrictions listed on the Beach Deed.

84. Assumption of Risk and Indemnity. In order to bring Guests and persons who are not IVGID Recreation Pass Holders to District Recreational Facilities and Venues, each Owner and IVGID Recreation Pass Holder must sign an agreement, acknowledging and agreeing that for good and valuable consideration, the receipt and sufficiency of which will be acknowledged:

- a. the IVGID Recreation Pass Holder is voluntarily using the Recreation facilities,
- b. the IVGID Recreation Pass Holder assumes all risk of personal injury to himself/herself and to his/her Assignees and Guests, and of loss and damage to, his/her/their personal property resulting from use of the Recreation facilities; and
- c. the IVGID Recreation Pass Holder and Owner agrees to defend, indemnify and hold the District harmless from and against any and all loss, liability, claims and damage caused by Owner, IVGID Recreation Pass Holder or an Assignee or Guest of Owner or IVGID

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Recreation Pass Holder to the District, to the District's Property or to third parties, arising out of actions or inactions of Pass Holder or Pass Holder's Assignee's and Guests.

85. **Fraudulent Use.** It is Fraudulent Use to provide false or misleading information to obtain a Recreation Punch Card or IVGID Recreation Pass, or any fraudulent use of such card or pass, including but not limited to, (i) making a false representation that a person falls under the Family Tree when the person does not; (ii) providing false information or documents in connection with the acquisition of an IVGID Recreation Pass or Punch Card; (iii) an Owner or manager of an Owner, or Agent of an Owner, falsely attesting on an Application that an Applicant allegedly has a valid and enforceable lease when the Applicant does not or has a valid and enforceable lease for in excess of 6 months when the Applicant does not; (iv) making an Assignment of Recreation Privileges to a person who is not authorized to receive such Assignment under this Ordinance 7; (v) obtaining an Additional IVGID Recreation Pass for persons who are not Tenants or are outside of the Family Tree on Exhibit "A". Such fraudulent use will be grounds for voiding one, or more or all Recreation Privileges issued against the Parcel for a period of up to one year, or in the event of multiple or repeated violations, for a longer period of time. The District reserves the right to pursue any other disciplinary and legal action. Because fraudulent use is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.
86. **Selling of Recreation Privileges or Allowing Others to Use IVGID Recreation Passes or Allowing Persons Who are Not Guests of the Owner to Use a Recreation Punch Card Issued to the Owner.** IVGID Recreation Punch Cards can only be given by an Owner to persons who are Guests of the specific Owner who received the Recreation Punch Card from the District, and cannot be given to other Owners to give to their Guests. It is strictly forbidden for any Owner to ask another Owner to use the Recreation Punch Cards of another Owner or for an Owner to give another Owner or person his/her/its Recreation Punch(s) to be used for Guests of another Owner or Person. It is strictly forbidden for any IVGID Recreation Pass Holder or other individual to sell an Assignment of Recreation Privileges, or to sell individual IVGID Recreation Passes or Recreation Punch Cards. Any such sales of privileges, passes, or cards or giving or transferring of

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Recreation Punch Cards from one Owner to another Owner or person to be used for Guest of the other Owner or person is considered to be fraudulent use and will be grounds for voiding one, more or all Recreation Privileges issued against the Parcel or in the case of transfers between Owners, Recreation Privileges issued against both Parcels may be voided, for a period of up to one year, and in the event of multiple or repeated violations for a longer period of time. The District reserves the right to pursue any other disciplinary or legal action against the Owner, the IVGID Recreation Pass holder or the Punch Card Holder. Because selling and otherwise allowing others to improperly use Recreation Privileges is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.

87. Misconduct. Use of the District's facilities by any IVGID Recreation Pass Holder or Recreation Punch Card Holder is a privilege. For misconduct or violation of the provisions of this Ordinance, an IVGID Recreation Pass Holder or Recreation Punch Card Holder may be removed from the Recreation Venues and Facilities and/or his/her Recreation Privileges, including the immediate confiscation of the IVGID Recreation Pass or Recreation Punch Card, which may be suspended for any period deemed appropriate by the District including up to one year, or in the event of multiple or repeated violations, a longer period of time, or those privileges may be revoked, at the District's sole discretion. Misconduct includes but is not limited to:
- a. failure to abide by any rule, policy, procedure, or regulation established by the District and all such supplemental rules, policies, procedures, or regulations established for each recreational facility; or
 - b. violation of any law or District ordinance; or
 - c. disorderly and/or abusive behavior; or
 - d. excessive or improper use of alcohol and/or drugs on Recreation Facilities; or
 - e. vandalism or any other form of property damage at Recreation Facilities; or
 - f. violence, fighting, threats of violence, bringing a gun or knife or other weapon onto a District Recreation Facility; or

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- g. violation of any provision of this Ordinance 7, including but not limited to the provisions prohibiting commercial use of the Beaches and commercial use of the boat launch at Ski Beach.

The District may in its sole discretion hold the parent(s), conservator, or guardian of a child who engages in willful misconduct jointly and severally liable for the resulting damage. (NRS 41.470, as amended.)

88. Disciplinary Procedures for Misconduct.

- a. Incident Report. A District employee may, in a timely fashion, submit a written incident report of facts within that employee's own, personal knowledge concerning the alleged misconduct of an Alleged Violator, regardless of whether that Alleged Violator was removed from the premises for that same alleged misconduct.

- b. Removal. A District employee may request that an Alleged Violator leave District property or District Venues, in circumstances where there is a threat of bodily harm to a person or a risk of property damage to District owned facilities, and/or a persistent refusal to obey Ordinance 7, an applicable law and/or policies, procedures or regulations of the District (circumstances requiring removal). If the Alleged Violator does not voluntarily leave when requested to do so, the District employee will request that the Washoe County Sheriff's Office remove the Alleged Violator from the District's property or a District Venue.

- (1) Washoe County Sheriff Assistance. The District may request at any time the assistance of the Washoe County Sheriff's Office in maintaining order.
- (2) Incident Report. The employee(s) involved in the removal shall file an incident report with the department head of that facility within 24 hours of the occurrence.

- c. Suspension, Revocation, or Other Disposition.

- (1) Department Head. Within a reasonable time, following receipt of an incident report, the Director of Parks and Recreation may determine that sufficient evidence of serious misconduct exists, indicating adequate grounds for suspension or revocation of privileges. Upon such an assessment, the

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Director of Parks and Recreation shall provide the Alleged Violator with written notice of the accusation(s) and the possible sanction/penalty which may result. The notice shall also provide the Alleged Violator with the date, time and place at which the Alleged Violator may appear before the Director of Parks and Recreation, to respond to the claims and to explain the Alleged Violator's position concerning the incident.

- (a) Notice. The written notice shall be signed by the Director of Parks and Recreation and mailed, certified return receipt requested, to the District's record address of the Alleged Violator. Attached to the notice shall be a copy of the incident report(s). If the Alleged Violator is a minor, an additional copy of the notice shall be mailed to the parent(s) or person(s) in loco parentis of the Alleged Violator-minor.
- (b) Hearing. Within five (5) business days of mailing the written notice, unless otherwise agreed by the Director of Parks and Recreation and the Alleged Violator, the Director of Parks and Recreation shall hold a hearing to determine the accuracy of the representations contained in the Incident Report and to determine what, if any, further action shall be taken by the District. At this hearing, the employee(s) bringing the charges shall provide testimony and the Alleged Violator shall have opportunity to respond and explain. At the close of the hearing, the Director of Parks and Recreation may render his/her opinion orally or take the matter under submission. The Director of Parks and Recreation shall deliver a written decision concerning the allegations and any resulting suspension or revocation within five (5) business days following the hearing.
- (c) Decision. The Director of Parks and Recreation shall - include findings of facts, conclusions of misconduct, and sanction/penalty, if any imposed, in the decision; additionally, the Director of Parks and Recreation shall inform the Alleged Violator in the decision of the Alleged Violator's right to appeal the decision to the District's General Manager. Such disposition shall include, but not be limited to, the following: suspension, revocation, reprimand (oral or written), or a determination of no action of no misconduct.

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- (d) Notice of Appeal. In order to avail him/herself of the right to appeal to the General Manager, the Alleged Violator must so inform the General Manager by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within ten (10) business days of issuance of the written opinion.
- (2) District General Manager. Within twenty (20) business days of the Alleged Violator's notice of appeal letter, the General Manager shall hear the Alleged Violator's appeal. Also, at this hearing shall be the charging employee(s) and the deciding Department Head, to respond to the Alleged Violator's assertions. The General Manager shall render his/her written decision within five (5) business days of the appellate hearing. In the decision, the General Manager shall uphold, modify, or reverse, in whole or in part, the Department Head's decision. The General Manager shall advise the Alleged Violator in this written decision of the Alleged Violator's right to appeal the General Manager's decision to the District's Board of Trustees. In order to avail him/herself of the right of final appeal to the Board of Trustees, the Alleged Violator must so inform the Board by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within ten (10) business days of issuance of the written opinion from the General Manager.
- (3) Board of Trustees. The Board of Trustees shall hear the Alleged Violator's duly agendized appeal at the Board's next regularly scheduled public meeting. (NRS 241.030 (3) (d)) Nothing contained in the Chapter 241 shall require that any meeting be closed to the public.) This hearing shall be attended by the Director of Parks and Recreation and General Manager, and if requested by the District the District's counsel, to respond to the Alleged Violator's assertions. If the Director of Parks and Recreation and the General Manager cannot attend the next regularly scheduled meeting, the hearing shall be held within thirty (30) days of the District's receipt of the appeal, or the Alleged Violation shall be expunged. The Board shall render its decision at this hearing. By its decision, the Board shall uphold, modify, or overturn, in whole or in part, the General Manager's decision. The Board's decision is final.

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- d. Right of Representation. The Alleged Violator may enlist the assistance of legal counsel, of the Alleged Violator's choice and at his/her expense, at any and all stages of these proceedings.
 - e. Reservation. Nothing herein shall preclude the District from utilizing any and all legal and/or equitable remedies, in the stead of or in addition to the present procedure.
89. Other Issuance. Save and except as provided in or required by the provisions of the Beach Deed, this Ordinance does not apply to or discuss the District issuing Recreation Privileges to employees or Board members, in the past, present or future, as approved by the Board of Trustees, from time to time; Such privileges shall be the subject of a separate Board policy or policies or ordinance, approved by the Board. Notwithstanding the foregoing, no Beach Privileges may be granted to any employee or Board members, past, present or future, that are contrary to or in violation of the Beach Deed.
90. Purchase of Additional IVGID Recreation Passes or Recreation Punch Cards. If any Owner wishes to purchase up to a total of an additional five (5) IVGID Recreation Passes or Recreation Punch Cards or a combination thereof, the Owner may do so by paying an additional fee as set by the Board, for each IVGID Recreation Pass or Recreation Punch Card for the Parcel in question. Additional IVGID Recreation Passes are valid for a period of one (1) year from the date of purchase, unless they expire on an earlier date as provided in paragraph 48 hereof. Out of the available five (5) Additional Cards, up to three (3) Additional IVGID Recreation Passes can be Additional IVGID Recreation Passes that can only be purchased for eligible Family Members listed within the Family Tree, on Exhibit "A". Additional Recreation Punch Cards are valid from the date of purchase until the thirty-first (31st) day of May following the date of purchase and can be used by any individual. Additional IVGID Recreation Passes or Recreation Punch Cards cannot be purchased for Commercial Parcels and their Tenants.

An application for Additional IVGID Recreation Passes or Additional Recreation Punch Cards must be filed with the District's Parks and Recreation office. The number and relevant information concerning these Additional IVGID Recreation Passes and Recreation Punch Cards shall be separately tracked electronically on an annual basis (by fiscal year) made available by the District to the Board and to the Public, so that the availability of Additional IVGID Recreation Passes and Additional

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Recreation Punch Cards can be reviewed annually as to the appropriateness of this provision for the purchase of Additional Passes and card. Additional IVGID Recreation Passes do not increase the number of Guests allowed per Parcel if the District imposes any limit on the number of Guests per Parcel or per IVGID Recreation Pass. Additional IVGID Recreation Passes and Recreation Punch Cards cannot be purchased by an Owner of one Parcel for another Parcel owned by the Owner or for another Owner or the purchasing Parcel Owner and the receiving Parcel Owner will be subject to sanctions set forth for Misconduct in this Ordinance. A maximum of five (5) IVGID Recreation Passes per Parcel can be used to obtain discounts for daily access for the District-owned golf courses. Additional IVGID Recreation Passes and Additional Recreation Punch Cards purchased by Owners in excess of the initial five cannot be used to obtain daily discounts at the District-owned golf courses.

91. Personal Identification. Prior to issuance of any recreation privilege, identification of the person receiving the privilege may be required in the form of a valid government issued photo identification card, such as an automobile driver's license.
92. Administration. The General Manager may from time to time recommend to the Board that the Board of Trustees adopt, amend, or rescind rules consistent with this Ordinance. The General Manager shall hold the final authority to interpret this Ordinance and rules adopted thereunder. Such authority shall include the application of this Ordinance and rules to specific people, Parcels, and circumstances. The day- to-day administration of this Ordinance is hereby delegated to the Director of Parks and Recreation; provided however no changes or expansions can be made to this Ordinance, except as approved by the Board of Trustees.

ARTICLE XII. AMENDMENTS

93. Modification of Privileges. The Recreation Privileges issued under this Ordinance shall be modified by the terms of any amendments to this Ordinance subsequently adopted by the Board. Nothing in this Ordinance shall be deemed to limit the Board's discretion to modify the terms of this Ordinance or the application of any such modification to IVGID Recreation Passes, Recreation Punch Cards and other Recreation Privileges outstanding, including alterations in the terms or expiration dates thereof. Nothing in this Ordinance shall grant any permanent rights or privileges to any person or Parcel or Owner, and all rights and privileges set forth herein

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are subject to the control of, regulation by, and change by the Board in its sole discretion.

94. Effective Date. The effective date of this Ordinance is June 1, 2022. The terms of this Ordinance applied to all Recreation Privileges that were outstanding on that date.
95. The Director of Parks and Recreation, after the approval of the General Manager, is empowered to determine how to administer the application of this Ordinance to existing privileges, except as set forth in Paragraph 96. below with respect to the application of this Ordinance to the Beaches and Beach Privileges. The effective date of this amendment shall be June 1, 2022. The Director of Parks and Recreation and the General Manager shall set up systems to collect and shall collect data electronically and otherwise, and make reports available to the Board of Trustees as to the impact of the changes in this Ordinance on or before March 1 of each year, commencing on March 1, 2023, at a public meeting, so that the policies and procedures set forth in this Ordinance 7 dated June 1, 2022 can be reviewed. Thereafter, each year, on or about March 1, the policies and procedures set forth in this Ordinance 7 dated June 1, 2022 will be reviewed by the General Manager and Director of Parks and Recreation, with the Board, which review shall include detailed usage information that shall be tracked electronically.
96. The Board shall set policy and direction on Beach Privileges and Beach Access, and the General Manager or if he/she so designates in writing to the Board of Trustees, the Director of Parks and Recreation, are empowered to administer the application of this Ordinance with respect to Beach Privileges. The General Manager or his/her designee is empowered to administer the application of this Ordinance to all other Recreation Privileges.

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FAMILY TREE

EXHIBIT A TO ORDINANCE 7

Relationship #	Property Owner		Relationship #	Spouse of Property Owner
0	Owner/Co-Owner	FIRST DEGREE	00	Owner/Co-Owner
1	Mother		7	Mother
2	Mother's Spouse		8	Mother's Spouse
3	Father		9	Father
4	Father's Spouse		10	Father's Spouse
5	Children		11	Children
6	Child's Spouse		12	Child's Spouse
13	Grandmother	SECOND DEGREE	23	Grandmother
14	Grandmother's Spouse		24	Grandmother's Spouse
15	Grandfather		25	Grandfather
16	Grandfather's Spouse		26	Grandfather's Spouse
17	Grandchildren		27	Grandchildren
18	Grandchild's Spouse		28	Grandchild's Spouse
19	Sister		29	Sister
20	Sister's Spouse		30	Sister's Spouse
21	Brother		31	Brother
22	Brother's Spouse		32	Brother's Spouse
23	Domestic Partner		33	Domestic Partner's Child only

Ordinance 7
Materials from the
04132022 Board of
Trustees Meeting

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winquest
District General Manager

SUBJECT: Review, discuss and provide direction related to potential edits to Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District, and set a public hearing date to approve edits to Ordinance 7

DATE: April 13, 2022

I. RECOMMENDATION

1. The Board of Trustees review, discuss and provide direction on potential edits to Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District.
2. The Board of Trustees make a motion to set a public hearing date for May 26, 2022 at 6 p.m. or as close thereto as practicable for approval of edits to Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District.

II. DISTRICT STRATEGIC PLAN

Long Range Principal #1 Service

Budget Initiative E - Seek service specific community feedback to determine parcel owner and customer satisfaction and implement into overall business models.

Long Range Principal #5 Assets & Infrastructure

Long Term Initiative 4 - Identify Board Policies, Practices, Resolutions, and Ordinances related to District Asset Management and present to the Board those that need updating, elimination, or creation.

Long Range Principal #7 Governance

Budget Initiative A - Continue to work with the General Manager's Ordinance 7 Committee and the Board of Trustees to make formal revisions.

III. BACKGROUND

Upon inception, the purpose of Ordinance 7 was to establish rates, rules, regulations, for recreation punch cards and picture passes. The Passes and Cards issued according to Ordinance 7 and assigned to parcels with those fees kept current provide bearers with access and other recreation privileges. Those parcels with annual fees not current are subject to recreation privileges being revoked.

Ordinance 7 was adopted on November 21, 1987 and has been amended five times since adoption in 1991, 1993, 1995 (twice), and then 1998 which is the last time Ordinance 7 was amended. There have been two additional efforts to amend Ordinance 7, in 2007-08, and 2013-14 however for a variety of reasons, edits were not made. In 2019-20, the District held several meetings to start the process of making administrative edits to Ordinance 7. Unfortunately, just before the public hearing in April of 2020, COVID-19 impacts did not allow for the public hearing to take place and edits were put on hold.

At this time, the District General Manager identified the need for additional community feedback and input into any proposed edits to Ordinance 7. In an effort to ensure Staff had the benefit of such input, the District General Manager assembled a District General Manager's Committee on Ordinance 7. This committee was not appointed or directed to be formed by the Board of Trustees.

This committee was convened and began meeting in October 2020. Over the course of over a year, the committee met 23 times. The primary focus of the committee in this phase was Recreation Privileges as they relate to access to the IVGID Beach Properties as overall visits have increased significantly since the last revision in 1998 as has the community. The first several months were primarily spent on getting educated on the past and present history and practice of Ordinance 7 and all of the related policies and documents. A significant amount of data was reviewed and discussed in particular around the beach visitation. IVGID Legal Counsel also attended two meetings to provide legal opinions and answer questions from members of the committee. The committee also met with timeshare operators to get a better understanding of how they administer recreation privileges that they are provided.

The IVGID Beaches were acquired on June 4, 1968. One of the primary drivers of the District's administration of beach access is the Beach Deed which states "*It is*

hereby covenanted that the real property above described, and any and all improvements now or hereafter located thereon, shall be held, maintained, and used by grantee, its successors, only for the purposes of recreation by, and for the benefit of, property owners and their tenants (specifically including occupants of motels and hotels) within the Incline Village General Improvement District as now constituted, and, as the board of trustees said District may determine, the guests of such property owners, and for such". The committee feels strongly that protecting the beach deed and compliance to the restrictive covenants is of utmost importance.

The Committee solicited a significant amount feedback and discussion with and from the community. Three virtual community forums were provided with excellent attendance (May 13th, and twice on May 19th). Additionally, a community wide survey was issued to the community from July 1 – July 26, 2021 with over 2300 respondents. Additionally, the committee received a fair amount of correspondence by email.

As the committee and staff continued to consider edits (see *Attachment A*), issues were raised regarding the District's administering of employee access to IVGID venues in particular the beaches as well as the District's long standing practice of issuing gold and silver cards to both Trustees and long tenured full time year round staff (silver card for 10 years of service, and gold card for 20 years of service). It was determined by the majority of the committee that these issues were not in the purview of the committee and as they are not contained in Ordinance 7. Furthermore, these are issues that should be addressed by the Board of Trustees, the District General Manager and District Human Resources Staff. It was determined that Special Legal Counsel would be beneficial.

On September 30th, 2021, the Board of Trustees approved a scope of work which included: (1) a review of IVGID's historic practice of providing beach access to retired Trustees, non-resident employees, retirees and their guests to determine compliance with the deed and (2) to review any proposed edits to Ordinance No. 7 or Policy 16.1.1 to determine compliance with the deed and the hiring of Special Counsel at a not to exceed amount of \$25,000. Three potential firms were interviewed, and the District ultimately selected Thorndahl Armstrong Delk Balkenbush & Eisinger on January 2022. Special Legal Counsel Review began in February 2022.

As District General Manager, I would like to give a huge thanks to the dedicated team of community members and staff on the General Manager's Committee on Ordinance 7. These Committee members provided a huge benefit to me and my staff as we developed potential edits for the Board of Trustees' consideration. Members of the Committee include:

Hal Paris	Trevor Smith	Scott Hill	Denise Davis
Bruce Townsend	Kristen Ferrall	Mary Danahey	
Margaret Martini	Diane Hiershberg	Frank Wright	

IV. SUMMARY

The Ordinance 7 Committee members and staff's goal with this evaluation of Ordinance 7 was to focus on how to adapt the Ordinance and Recreation Privileges to the current times with additional focus on ensuring Ordinance 7 is amended in a way that anticipates continued change both in the community and how the venues are utilized by parcel owners and their guests. Simplification and consistency were also a focus in order to increase efficiencies across operations while ensuring compliance with districts policies and the beach deed.

Overall, beach visits have increased steadily over the past 15-20 years which has resulted in incremental increases in operational and maintenance costs as well as diminishing the overall experience of parcel owners and their guests. As a result, the committee focused on recommended edits that would allow reasonable access for all parcel owners but not unlimited. Additionally, the committee feels it's very important to eliminate potential opportunities for abuse of recreation privileges by reducing ways that the district has historically provided access to the IVGID beaches.

Special Legal Counsel provided a thorough review of the committee recommendations and provided valuable input in particular related to the definition of a guest which is not defined currently in Ordinance 7, commercial operations at IVGID beaches which are not currently well defined in Ordinance 7 as well as other general aspects of Ordinance 7. It was deemed extremely important to the committee to ensure compliance with the beach deed prior to making any edits.

The Ordinance 7 Committee and General Manager Recommendations for edits (*see Attachment A*) are designed to be consistent and fair across all parcels while allowing reasonable access to parcels owners and their guests and addressing overcrowding and excessive access issues at the IVGID beaches. The goal is to create sustainability moving forward and allowing for a quality experience for parcel owners and their guests. It will be important to evaluate the impacts of any edits made to Ordinance 7 over the next couple years to ensure success.

V. NEXT STEPS

Staff recommends setting a public hearing for approval of edits for May 26th, 2022. However, the Board of Trustees will have the opportunity to deliberate over recommended edits and provide direction to staff related to recommended edits with a goal to receive and final direction at the May 11th, 2022 Board of Trustees meeting. Staff would then work with District Legal Counsel to finalize a draft edited version of Ordinance 7 for formal adoption after a public hearing at the May 26th, 2022 Board of Trustees Meeting.

It should be noted that the draft redline version included (see Attachment A) is a working document and has been provided for context as it outlines all of the edits made based on the Committee and General Manger's recommendations. Additionally, a clean version with the edits incorporated has been provided (see Attachment B).

In addition, and in an abundance of caution, Staff recommends that we consider the proposed edits to Ordinance 7 a "rule" subject to NRS 237 with the potential to "directly restrict the formation, operation or expansion of a business." (NRS 253(2)(b).) This is based on the proposed clarifications on commercial operations at the beaches.

NRS 253 will require additional outreach to the business community in addition to the general public hearing process. Specifically, if the Board wishes to move forward, Staff will provide notice to the business community of the proposal and their ability to submit comments on the proposal. Staff will prepare a proposed "business impact statement" for the Board's consideration at a future meeting, tentatively scheduled for May 11th. The Board may approve the statement after consideration of any comments at this meeting.

Edits are recommended to be implemented beginning June 1, 2022 which is consistent with rollout of annual Recreation Punch Card renewal.

Staff is requesting the following key feedback:

- Overall Discussion on recommended edits.
- Feedback on the draft definition of a "guest".
- Feedback on edits related to commercial operations.
- Feedback on whether or not Recreation Punch Card is renamed.
- Feedback on Guest Access. Does the Board of Trustees want to evaluate an edit requiring all guests to be present with an IVGID Passholder to access the beaches.

- Feedback on allowing the Recreation Punch Card the ability to buy down up to the entire value of access to a venue or selected service.
- Feedback on whether there should be further discussion regarding placing limits on the number of guests a parcel or IVGID Passholder can bring to the beaches and other venues either by day, season, year etc...
- Anything missing or that should be considered?

VI. ATTACHMENTS

Recommendations for edits of Ordinance 7

Beach Deed

Current version of Ordinance 7 (1998)

A. Working redline version of Ordinance 7

B. Clean Version with Redline changes incorporated

VII. LINK TO ADDITIONAL RESOURCES

District General Manager's Committee on Ordinance 7 webpage includes meeting agendas, meeting minutes, survey results, data, other pertinent documents and information.

<https://www.yourtahoepace.com/ivgid/general-managers-committee-on-ordinance-7>

Recommended Revisions to Ordinance 7

A. IVGID Picture Passes

Currently –

All parcels are allotted 5 passes. These can be all IVGID Picture Passes, all Recreation Punch Cards, or a combination of the two. The IVGID Picture Pass gets the holder into the beach properties at no charge, and all of the other recreation venues and programs at the District IVGID Pass holder rate, which is significantly discounted from the rate that members of the public who are not IVGID Pass holders are charged. ***There are currently 20,485 active IVGID Picture Passes as of 2/17/22.*** The IVGID Pass holder gets a discounted rate at:

- IVGID Beach Properties (no additional fee)
- Diamond Peak Ski Resort
- Recreation Center
- Community Programming
- Championship and Mountain Golf Courses
- Tennis & Pickle Ball Center
- Chateau, Aspen Grove, parks and ball fields for facility rentals

Additionally, by practice, IVGID has allowed each parcel to purchase unlimited additional Picture Passes above the five each parcel is allotted (except that the 2021 emergency COVID rules limited each parcel to purchasing up to 5 Additional Recreation Passes). Additional Picture Passes can only be purchased for individuals that qualify per the Family Tree. These passes currently cost 1/5th of the Recreation Facility Fee (RFF) and Beach Facility Fee (BFF) which combined is currently \$780 per parcel, so the fee currently to purchase an additional picture pass for parcels that come with access to the beaches is \$156. These passes are good for one year from the date of purchase and are not allowed to be used to get discounted rates at the golf courses. As a reminder, not all parcels pay the Beach Facility Fee (BFF) as they were generally annexed after the beach properties were purchased (in particular those located in Crystal Bay as well as most others with direct beach access).

Survey Question #2: Please indicate how you utilize the access privileges/cards allotted to your parcel.

Responses:

All (5) IVGID Picture Passes 15.6% (346)

All (5) Recreation Punch Cards 5.0% (111)

Combination of some Picture Passes & some Punch Cards 78.4% (1,735)

Do not utilize either 1.0% (22)

Survey Question 23: Should there be a limit on the number of additional IVGID Picture Passes that can be purchased annually?

Responses:

Yes 77.3% (1,706) No 22.7% (502)

Survey Question 24: If yes, what should that limit be per parcel?

Responses:

None (0) 29.8% (506)

1 - 3 37.4% (634)

4 - 5 24.4% (413)

6 - 10 8.0% (136)

Unlimited 0.4% (7)

	2015	2016	2017	2018	2019	2020	2021	2022 YTD
Additional IVGID Picture Passes Sold	35	156	61	63	110	*197	*220	25
Additional Recreation Punch Cards Sold	103	97	114	164	176	*1996	*1310	5
Recreation Punch Cards Issued (not including additional purchased cards)	11846	12427	12497	13007	13172	*12777	*12531	209

*Covid 19 Restrictions per Board Resolutions

Committee Recommendations -

- No change within the initial five passes that all Parcels are allotted.
- Recommend adding a verified Domestic Partner, to the third level of consanguinity in the family tree. Please note... *After Special Counsel’s review, it was highly recommended that the family tree is not to be expanded beyond adding a domestic partner.*
- Recommend allowing for the purchase of up to three additional Picture Passes for family members within Family Tree, and which will count towards a total of a maximum of five additional IVGID Passes/Recreation Punch Cards which can be purchased.
- Recommend requiring Picture Pass holders under 18 to get updated photo every 3 years. This is to make sure that each youth is recognizable and passes are not transferable.

B. Recreation Punch Cards

Currently –

As noted above, all parcels are allotted 5 passes. This can be all picture passes, all Recreation Punch Cards, or a combination of the two. Recreation Punch Cards are transferable and the value on the card is 1/5th of the RFF and BFF combined, or the value of only the RFF which is paid by all parcels that do not have access to IVGID beaches. Assuming sufficient value on the Recreation Punch Card, the cardholder(s) would be allowed to use the value on the Recreation Punch Card to discount the fee to the IVGID Pass Holder rate at the following Recreation Venues:

IVGID Beach Properties (entire amount of guest fee is deducted from the Recreation Punch Card)
Diamond Peak Ski Resort
Recreation Center
Community Programming
Championship and Mountain Golf Courses
Tennis & Pickle ball Center
Chateau and Aspen Grove for facility rentals

Current practice is to allow the Recreation Punch Card holder (assuming the appropriate dollar amount is available on the card) to use the card to discount down a fee from the non-IVGID Pass holder rate to the IVGID Pass holder rate. For example: a Recreation Punch Card holder wants to access the Recreation Center. The non-IVGID Pass holder rate is \$15.00 and the IVGID Pass holder rate is \$11.00. Staff would therefore deduct \$4 from the Recreation Punch Card Value and the individual would pay \$11.00 out of pocket. To be clear, the Recreation Punch Card can only be used to bring the rate down from the non-IVGID Pass Holder rate to the IVGID Pass holder rate. The only Recreation Venues where the entire rate to access the venue is deducted off the Recreation Punch Card is the IVGID Beach Properties.

Survey Question 25: Do you feel like you get value from the option to have Recreation Punch Cards?

Responses:

Yes 73.2% (1,609)

No 26.8% (589)

Survey Question 27: Do you support the complete elimination of Recreation Punch Cards, so that only IVGID Picture Passes could be used for beach access?

Responses:

22% Yes (493)

67% No (1478)

Other – Write-in 10.5% (231)

Survey Question 29: If Recreation Punch Cards remain, should IVGID allow Punch Card holders to use the remaining balance on the card for the entire value of guest access at all IVGID venues, rather than buying down to the Picture Pass holder rate?

Responses:

Yes 68.6% (1,476)

No 24.5% (528)

Other – Write-in 6.9% (148)

Please also reference survey questions and responses 30- 34 related to this recommendation.

	2015	2016	2017	2018	2019	2020	2021	2022 YTD
Additional IVGID Picture Passes Sold	35	156	61	63	110	*197	*220	25
Additional Recreation Punch Cards Sold	103	97	114	164	176	*1996	*1310	5
Recreation Punch Cards Issued (not including additional purchased cards)	11846	12427	12497	13007	13172	*12777	*12531	209

*Covid 19 Restrictions per Board Resolutions

Committee Recommendations –

- Based on community feedback, the Recreation Punch Card provides value and should remain.
- Recommend allowing the Recreation Punch Card to buy down up to the entire amount of the access or service fee, including access to the boat ramp. For example; instead of only deducting the difference between the IVGID Pass Holder and the non-IVGID Pass Holder Rate, the card holder would be able to pay for the entire fee from the balance on the Recreation Punch Card; hence, for example, to deduct the entire \$15 entrance fee to the Recreation Center.
- Recommend limiting the number of additional cards, whether IVGID Picture Passes or Recreation Punch Cards that can be purchased per parcel up to a maximum of 5 Additional IVGID Passes.
- The Recreation Punch Cards expire annually on May 31st. It has been suggested by a few community members that any value leftover should rollover. This is *not* recommended by the committee, as the value of the annual Recreation Punch Card is tied to the annual payment of the Recreation & Beach Facility Fees as a component of the parcel property taxes, and since rolling over balances would therefore create difficult financial and accounting burdens.
- Recommend renaming the Recreation Punch Card to something that more correctly reflects the purpose of card and to clearly distinguish it from the current Recreation Punch Card. Two examples would be: “Recreation Access Card”, “Guest Access Card”

C. Guest Access

Currently (not including temporary restrictions related to COVID) –

There are currently several ways that the District administers Beach Access for guests of parcel owners:

- IVGID Picture Pass Holders may pay the daily applicable guest rate at any of the beach gates for guest entrance. *There is no limit on the number of guests that an IVGID Picture Pass Holder or Parcel can bring to the beach either daily, seasonally, or annually when the IVGID Picture Pass Holder accompanies the Guest.*

- IVGID Picture Pass Holders may purchase daily passes at the Recreation Center. Currently there is no limit on the amount of daily passes that can be purchased. The daily passes expire at the end of the beach season which is typically mid to late October weather dependent. Additionally, these passes are transferable and the IVGID Pass Holder does not need to be present at the beach gates with their guests. Daily beach passes are administrative and are not referenced in Ordinance 7. *Please note, during the 2020 and 2021 beach seasons, Daily Beach and Exchange passes were not issued as a result of temporary covid 19 restrictions put in place via a Board of Trustees approved Resolution.*
- Recreation Punch Card holders can use the card to purchase access to the beaches as long as the remaining value on the card covers the cost of guest entrance. There is no limit on the number of guests that the Recreation Punch Card can be used to purchase entrance and the Recreation Punch Card is transferable.
- Parcel Owners can utilize daily exchange passes to provide their guests access. The Exchange pass acts very similar to a regular daily pass. Its transferable and expires at the end of the beach season. The reason why its referred to as an exchange pass is that a parcel owner can take the value of the Recreation Punch Card and exchange for daily passes. This is primarily used by timeshare parcels, parcels owned by multiple owners, and owners of short-term rentals. Daily exchange passes are administrative and are specifically not referenced in Ordinance 7.
- During COVID in 2020 and 2021, the above have been restricted pursuant to temporary emergency rules, including but not limited to daily beach passes and exchange passes have been eliminated, and Guests could only access the beach with a valid Recreation Punch Card or if accompanied by an IVGID Picture Pass Holder.

Survey Question 11: How often do you provide access to guests (who do not have their own access) to IVGID beaches during the spring/summer/fall season when beach gates are staffed?

Responses:

20+ times per season 7.6% (146)

10-19 times per season 17.8% (343)

5-9 times per season 25.4% (489)

1-4 times per season 41.2% (793)

Never 7.9% (152)

Please also reference survey questions and responses 12 - 17 related to this recommendation.

Survey Question 18: Should IVGID require that all guests (including those paying for purchasing access using a Recreation Punch Card) be accompanied by an IVGID Picture Pass holder in order to access the beaches?

Responses:

Yes 57.7% (1,108)

No 42.3% (812)

Please also reference survey questions and responses 19 - 21 related to this recommendation.

Committee Recommendations -

- Recommend permanently Eliminate Daily Beach Passes (Daily Beach Passes are not provided for in Ordinance 7)
- Recommend permanently Eliminate Daily Exchange Passes (Exchange Passes are not provided for in Ordinance 7)
- Unless accompanied by an IVGID Picture Pass Holder who purchases guest entrance, a Guest can only access the beaches with a valid Recreation Punch Card that has the applicable value remaining on the card to cover the total cost of entrance to the beaches for each person accompanying the Recreation Punch Card.

- Further discuss and consider requiring all guests to be present with an IVGID Pass Holder at the beach gates to enter, regardless of whether or not the parcel owner or guest have a Recreation Punch Card. This was presented to the community and we received split responses (see survey results above), and the committee does not have a consensus among members to make this a formal recommendation at this time and leaves this decision to the Board.

- The Committee recommends considering placing a limit on the total number of guests a parcel and/or IVGID Picture Pass Holder can bring to the beach during high season or, alternatively on a daily basis during high season. *However, a methodical approach may be more appropriate. **If additional restrictions become necessary, this would be something IVGID should consider implementing.** This would require customization of the existing operating software in order to appropriately manage this level of a restriction(s).*
- If a daily or annual limit is placed on the number of guests that an IVGID Picture Pass Holder/Parcel can bring to the beaches, IVGID must provide an administrative process for parcel owners/IVGID Picture Pass Holders to request access for a larger group. It is recommended that there is a restriction on the number of total guests allowed per request as well as a restriction on the number of requests a given parcel owner/IVGID Picture Pass Holder can make in a calendar year.

D. Definition of a Guest

Currently –

There is currently no definition of a “Guest” as it relates to the IVGID Beaches or the other Recreation Venues in Ordinance 7. More importantly, a “Guest” is not defined in the beach deed either. Each of the District Venues has slightly different rate category structures.,

1. Championship and Mountain Golf Courses: Resident/IVGID Pass Holder rate, Guest rate (must be present with an IVGID Pass Holder), Hyatt rate and non-IVGID Pass Holder rate.

2. Diamond Peak, Recreation Center, Tennis Center, and Community Programming have a IVGID Pass Holder Rate and a Non-IVGID Pass Holder Rate.

3. The Beaches have a guest rate but currently the guest is not required to be present with the IVGID Picture Pass Holder at the gate upon entrance. The IVGID Pass Holder can give their guest a Recreation Punch Card. It has been discussed and debated amongst the Staff, Community and the Ordinance 7 Committee whether or not there should be a requirement of all guests to be present with and IVGID Pass Holder upon entrance at the beach gates. This concept was not preferred by a slightly over half of the community survey responders for a variety of reasons, so the community is divided on whether or not the District should adopt this requirement. Staff is currently working with the Board of Trustees to revise the current fee structure in an effort to standardize across all venues and services consistent with any potential revisions to Ordinance 7.

Please reference survey questions and responses 30 - 34 related to this recommendation.

Committee Recommendations –

It is recommended that the District develop a definition of a “Guest” that would be consistent across all applicable venues and services. However, the Committee has had difficulty coming to a consensus on any specific definition to recommend, largely due to the different interests and opinions among parcel owners. Many parcel owners favor a restrictive definition of guest that would imply a more personal relationship, while many others, concerned about violations of their property rights, favor a much broader definition. The goal of developing a definition must be to define with more specificity who is and who is not a guest. Protecting the Beach Deed must be the primary factor when it comes to developing this critical definition, as the Beach Deed grants rights for property owners and tenants, and their guests only as determined by IVGID, to

have access to the beaches for recreational purposes, and therefore a guest needs to be defined so as to exclude commercial use of the beaches by the parcel owners, to be consistent with the beach deed. We have requested a definition of “Guest” from our outside counsel.

Special Counsel has evaluated the Draft Committee Recommendations and all relevant material and research and has recommended the following as a definition of a guest as it relates to Ordinance 7 which is consistent with the Beach Deed:

“As you are aware, an issue has arisen as to whether the term “guest” should be defined in Ordinance No. 7. The current Ordinance No. 7 does not define the term “guest.” The term “guest” is specifically used in the deed conveying the IVGID beach properties to IVGID. Further, the Board of Trustees of IVGID is specifically authorized in the deed to define the term. There are pros and cons to defining the term. Should the Board decide to define the term, I recommend the following definition:

Guest means any person invited by a property owner (as defined in the deed conveying the IVGID beach properties to Incline Village General Improvement District on June 4, 1968) to use the District owned beaches. A property owner or its assign cannot sell access to the IVGID beach properties. Further, no compensation may be received by a property owner or its assign for access to the IVGID beach properties”.

Steve Balkenbush Special Counsel to IVGID

The majority of the committee is comfortable with the definition provided by Special Counsel. However, members of the committee have provided concerns/suggestions related to the definition. These concerns include lack of clarity and detail, and determination of what constitutes “selling of Recreation Privileges”.

E. Commercial Operations

Currently –

IVGID is formally contracted with two local vendors to provide alcohol beverage services and non-motorized watercraft rentals (kayaks, paddleboards). Both of these vendors went through a Request for Proposal (RFP) process and were selected by an interview panel. These services are provided to and for the benefit of all of the recreational authorized users of the beaches. No other commercial operations are authorized at the beaches.

There are several local watercraft rental companies as well as two storage companies that also provide launch and retrieval services for their respective clients. Currently, these companies are owned and operated by parcel owners who are IVGID Pass Holders, and hence they have their own, independent, access rights to the IVGID beaches and the Ski Beach Boat Ramp for their own recreational uses as set forth in the beach deed. Historically these companies have also utilized the Ski Beach Boat Ramp to launch their commercial watercraft, paying the applicable fees to do so. IVGID also requires these companies to provide both a Washoe County business license and Insurance. Staff has been consistently challenged over the years to manage this activity as there are differing opinions as related to this issue (i.e., use of commercial watercraft by non-IVGID Pass holders, use of the beaches by commercial or other watercraft anchored off the beaches, etc.).

IVGID has Jurisdiction over its beach properties only and not the waterways or areas outside of the fenced boundaries. IVGID does not allow any unapproved marketing, solicitation, or administering of contracts/rental agreements on IVGID property. Periodically, the boat rental and storage companies, as a method of operating their businesses, will accompany their clients at the beach gates to pay the applicable guest fees so that the client may enter the IVGID beaches for the purpose of accessing the boat ramp to ultimately access and recreate on Lake Tahoe. These clients would otherwise not have access to the IVGID beaches. The owners/operators of the businesses are therefore using their IVGID Pass Holder access to provide access to their respective clients for commercial and monetary gain. The Committee believes that this is not a recreational use by the owner/operator of the business as it is in effect selling IVGID Recreation Privileges for monetary gain, and therefore may be a violation of Ordinance 7.

Committee Recommendations –

The Committee recommends that language be added to Ordinance 7 that makes it even more clear that commercial activities that are not specifically sanctioned by IVGID for the recreational benefit of all beach users, are not permitted, and the sanctions that will apply.

The Committee also urged hiring a special legal counsel to review and/ to file for judicial review of the commercial boat operators' activities as they pertain to the Beach Deed, as discussed above and with the specific questions identified below. This is an issue on which the Staff, the Board of Trustees, the Ordinance 7 Committee and many members of the community are all in agreement. It is very important to determine whether or not these operations could be considered a violation of the Beach Deed.

The Committee members all recommended that the commercial watercraft operations operators who are parcel owners, only be allowed to launch boats for their own use and for the use of IVGID Pass Holders with beach access, so as to allow these IVGID Pass Holders to use the beaches, the boat launch and the facilities for their recreational purposes. The Committee members specifically recommended that the commercial watercraft operations operators not be allowed to launch boats for the public or any person who is not a parcel owner or guest with beach access.

Accordingly, the following key questions have been researched:

- Can Ordinance 7 provide that owners/operator of commercial boat businesses only can launch their commercial watercraft for their own personal recreational use or for the use of IVGID Picture Pass Holders with beach access, and launch boats owned by parcel owners with beach access and their tenants and guests, even if the commercial operators have their own valid IVGID Passes to the IVGID Beaches?
- If allowed to access the Boat Ramp, is it a potential violation of the beach deed for them to accompany their non-pass holder clients for the purpose of client access to IVGID beaches (i.e., an activity that is for monetary/commercial gain)?

Special Counsel has provided the following recommended language related to commercial activity at the beaches, in particular commercial boat activity:

Commercial use of beaches. Commercial use of the beaches, includes but is not limited to offering of beach privileges or beach access to customers or any person for remuneration or offering beach access as an inducement to a potential customer by a business or a business enterprise.

Boat launching by a commercial enterprise at Ski Beach or any other of the District's restricted access beaches. Boat launching by commercial enterprise at Ski Beach or any of the other of the District's restricted access beaches is prohibited except as follows: (i) Commercial watercraft operations owners who are parcel owners and Recreational Pass Holders are allowed to launch boats for their own personal use. (ii) If a IVGID Recreational Pass Holder owns a boat which is stored at a local commercial business, and the local commercial business brings the boat and launches it for the IVGID Recreational Pass Holder to use the boat at any of the District's beaches or picks up the IVGID Recreational Pass Holder in the water, this is deemed a permissible non-commercial activity, for the benefit of the IVGID Recreational Pass Holder, not a commercial use for the commercial boat business. (iii) If a local commercial business brings a boat to pick up its customers who are Recreational Pass Holders, and who are paying the business to rent the boat for a few hours or the day, this is deemed a permissible non-commercial activity for the benefit of the IVGID Recreational Pass Holder, not a commercial use for the commercial boat business. All other boat activities on the Beaches are deemed commercial use and not allowed.

Marketing of beach access is prohibited. No IVGID Recreational Pass Holder or their Guests shall market or authorize the marketing of beach access for any commercial or personal purposes or in connection with offering anything for sale, lease, license or valuable consideration to the IVGID Recreational Pass Holder.

F. Other Recommendations

1. Special Counsel Legal and/or Judicial Review of gold/silver card, employee and employee dependent access to beaches. While the majority of the Committee did not believe that policies on employee use and access to IVGID facilities was within the purview of Ordinance 7, the Committee suggested that the District retain legal counsel advise as to whether any of the following employee related access to the beaches potentially violates the Beach Deed, as the Committee desires to protect the private beaches and Beach Deed as a primary directive. The recommended research only relates to beach access and not to other venues. The issues for attorney opinion and

or judicial review are: (i) gold/silver cards for beach access; (ii) access to the beaches by IVGID employees (including those employees who do not own or lease parcels with beach access); (iii) access to the beaches by employee dependents (including those employee dependents who do not own or lease parcels with beach access); and (iv) access by guests of employees and guests of employee dependents accompanying the employee or employee dependent to the beach. .

2. Strengthen Disciplinary Action for Abuse of Recreation Privileges. To add specificity. (increased focus on selling of recreation privileges) (no advertising in any way especially social media)
3. Ensure there are controls preventing potential attempts to gain privileges via unbuildable lots, sub dividing etc. (enforce via district policies). To add specificity. **Recommended language to be inserted into Ordinance 7 as a revision as approved by special counsel:**

ARTICLE X. UNBUILDABLE LOTS

Unbuildable lots that do not have Beach Access Privileges as of June 1, 2022 will not be eligible for Beach Access Privileges, IVGID Recreation Passes or Recreation Punch Cards.

Unbuildable lots that currently have Recreation Privileges as of June 1, 2022 will continue to receive Recreation Privileges as long as the current Owners own the lots, but not after death, sale or other transfer of lot, and only so long as the Recreation Fee continues to be assessed and is paid in full.

No unbuildable lots may be subdivided to produce additional Parcels that would receive in excess of the five (5) IVGID Recreation Passes for the unbuildable lot as it existed as of May 30, 1968. Except as set forth in the next paragraph 81, the district will not issue more than five (5) IVGID Recreation Passes for an unbuildable lot as it existed as of May 30, 1968. Notwithstanding the foregoing, if a formerly unbuildable lot is deemed by the County to be buildable and a residence or commercial property is built “on that lot” in the future, that Parcel will become eligible for Recreation Privileges.

Unbuildable lots that have been subdivided to produce additional Parcels in the past and are receiving in excess of the 5 Recreation Passes (if any), will be grandfathered to the extent they are currently receiving in excess of the five (5) IVGID Recreation Passes that would have been allocated to that Parcel as it

existed as of May 30, 1968, so long as the current Owners own the Parcel, but this right shall not survive the ownership of the current Owners.

4. Parcel owners' must be liable for the acts and damages of their tenants and guests.
5. Hotels, Motels, Timeshares receive recreation privileges consistent with any other Dwelling Unit that pays the RFF/BFF. It's up to the Timeshare owner/operator to determine how to administer the Recreation Privileges they receive.
6. No Recommended changes to the administration of Commercial Parcel Privileges.



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D E E D

THIS INDENTURE, made this 4~~7~~ day of June, 1968,
between VILLAGE DEVELOPMENT CO., formerly known as CRYSTAL BAY
DEVELOPMENT CO., a Nevada corporation, party of the first part,
(hereinafter referred to as "Grantor"), and INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT, a quasi-municipal corporation organized
and existing pursuant to the provisions of the General Improvement
District Law, Chapter 318, Nevada Revised Statutes, party of the
second part (hereinafter referred to as "Grantee"),

W I T N E S S E T H:

That the said party of the first part, for and in con-
sideration of the sum of TEN DOLLARS (\$10.00), lawful money of
the United States, to it in hand paid by the said party of the
second part, the receipt whereof is hereby acknowledged, does
by these presents grant, bargain, sell and convey unto the said
party of the second part, and to its successors and assigns, all
that certain lot, piece or parcel of land situate in the County
of Washoe, State of Nevada, more particularly described in Exhibit
"A" attached hereto.

TOGETHER with all and singular the tenements, heredita-
ments and appurtenances thereunto belonging, or in anywise apper-
taining and the reversion and reversions, remainder and remainders,
rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises,
together with the appurtenances, unto the said party of the second
part, and to its successors and assigns forever.

It is hereby covenanted and agreed that the real property
above described, and any and all improvements now or hereafter
located thereon, shall be held, maintained and used by grantee,

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Att. Edmund, Cross & White
ATTORNEYS AT LAW
300 SOUTH VIRGINIA ST.
RENO, NEVADA 89505

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1 its successors and assigns, only for the purposes of recreation
2 by, and for the benefit of, property owners and their tenants
3 (specifically including occupants of motels and hotels) within the
4 Incline Village General Improvement District as now constituted,
5 and, as the Board of Trustees of said District may determine, the
6 guests of such property owners, and for such other purposes as
7 are herein expressly authorized.

8 This covenant shall be in perpetuity, shall be binding
9 upon the successors and assigns of grantee, shall run with and be
10 a charge against the land herein described, shall be for the
11 benefit of each parcel of real property located within the area
12 presently designated and described as Incline Village General
13 Improvement District and shall be enforceable by the owners
14 of such parcels and their heirs, successors and assigns; provided,
15 however, that said Board of Trustees shall have authority to levy
16 assessments and charges as provided by law, and to control, regu-
17 late, maintain and improve said property as in its sole discretion
18 it shall deem reasonable and necessary to effectuate the purposes
19 herein mentioned; and provided, further, the said District shall
20 have the right to use the real property above described for the
21 maintenance and operation of the water pumping facilities now
22 located thereon and such other utility facilities necessary to
23 the operation of the District.

24 Grantor, for the benefit of itself and its successors
25 and assigns in the ownership of real properties located within the
26 presently constituted boundaries of Incline Village General Improve-
27 ment District, and for the benefit of all other owners of property
28 located within said boundaries, and their respective successors
29 and assigns in such ownership, hereby specifically reserves an
30 easement to enter upon the above described real property and to

-2-

BOOK 324 PAGE 193
Mr. Edmund, Cramer & White
ATTORNEYS AT LAW
300 SOUTH VIRGINIA ST.
RENO, NEVADA 89505

16713

1 use said real property for the recreational uses and purposes
2 specified herein. Said District shall have the authority to
3 impose reasonable rules, regulations and controls upon the use
4 of said easement by the owners thereof.

5 The easement hereby created and reserved shall be appur-
6 tenant to all properties located within the Incline Village
7 General Improvement District, as said District is now constituted.
8 Such easement may not be sold, assigned or transferred in gross,
9 either voluntarily or involuntarily, but shall pass with any
10 conveyance of real properties within said District as now consti-
11 tuted.

12 IN WITNESS WHEREOF, the said party of the first part
13 has hereunto set its hand and seal the day and year first above
14 written.

BOOK 324 PAGE 194

16 ATTEST:

17 [Signature]
18 Secretary

VILLAGE DEVELOPMENT CO.

By [Signature]
President

21 ATTEST:

22 [Signature]
23 Secretary

ACCEPTED AND APPROVED:

INCLINE VILLAGE GENERAL IMPROVE-
MENT DISTRICT

By [Signature]
President

1 STATE OF NEVADA }
2 COUNTY OF WASHOE } ss

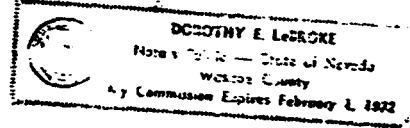
3 On this 17th day of June, 1968, before me, a Notary
4 Public in and for said County and State, personally appeared
5 George E. Sawyer and Frank Chamberlain,
6 known to me to be the President and Secretary of INCLINE VILLAGE
7 GENERAL IMPROVEMENT DISTRICT, the quasi-municipal corporation
8 that executed the foregoing instrument, and upon oath, did depose
9 that they are the officers of said corporation as above designated;
10 that they are acquainted with the seal of said corporation and
11 that the seal affixed to said instrument is the corporate seal
12 of said corporation; that the signatures to said instrument
13 were made by officers of said corporation as indicated after
14 said signatures; and that the said corporation executed the said
15 instrument freely and voluntarily and for the uses and purposes
16 therein mentioned.

BOOK 324 PAGE 196

17 IN WITNESS WHEREOF, I have hereunto set my hand and
18 affixed my official stamp at my office in said County and State,
19 the day and year in this certificate first above written.

20
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30

Deborah E. LeCroke
Notary Public



DESCRIPTION

Situate in the County of Washoe, State of Nevada, as follows, to-wit:

PARCEL 1

A portion of Lots II, III and IV of Section 22, Township 16 North, Range 18 East, M.D.B. & M., more particularly described as follows:

Commencing at the Southwesterly corner of Lot 12 in Block N and the Northerly right of way line of Nevada State Highway No. 28, as said lot, block and Highway are shown on the map of Lakeview Subdivision, Washoe County, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 27, 1961; thence South 20°35'35" West 80.00 feet to a point in the Southerly right of way of said Highway; thence South 69°24'25" East 174.28 feet along the Southerly right of way line of said Highway to the true point of beginning of this description, said point of beginning also being the Northwest corner of that certain parcel conveyed to Crystal Bay Development Co. on September 30, 1963, under Filing No. 395633, Washoe County Records; thence continuing South 69°24'25" East 1251.79 feet along the Southerly right of way of said Highway to the Northwest corner of that certain parcel deeded to Pacific Bridge Company and Associates on October 23, 1963, under Filing No. 397736, Deed Records; thence South 20°35'35" West 574.75 feet, more or less, to Lake Tahoe; thence Westerly along Lake Tahoe to a point from which the true point of beginning of this description bears North 31°07'35" East; thence North 31°07'35" East to the true point of beginning of this description.

PARCEL 2

Beginning at the Southeasterly corner of Lot 24 in Block H of Lakeview Subdivision, Washoe County, Nevada, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 27, 1961; thence South 15°11'27" East 111.13 feet to a point on the Southerly right of way line of Nevada State Highway 28 as it now exists and the true point of beginning of this description, said point of beginning being the Northwest corner of Lot 36 of Lakeshore Subdivision No. 1, as said Lot 36 is shown on the map of Lakeshore Subdivision No. 1, Washoe County, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 28, 1960, and being on a curve concave to the Northeast, having a central angle of 4°41'11", a radius of 5040.00 feet and a tangent which bears North 61°40'36" West 206.23 feet, thence Northwesterly along said curve and the Southerly boundary of said highway 28, an arc distance of 412.24 feet; thence continuing along the Southerly right of way line of said highway 28, North 56°59'25" West 907.76 feet; thence leaving said Highway 28, South 27°17'46" West 90.72 feet; thence South 00°50'05" West to Lake Tahoe; thence running Southeasterly along Lake Tahoe to a point from which the true point of beginning bears North 28°08'35" East (Lakeshore Subdivision No. 1 bearing North 27°16'00" East); thence North 28°08'35" East along the Westerly boundary of said Lakeshore Subdivision No. 1 to the true point of beginning of this description.

RESERVING FROM the above described parcel an easement for maintaining and operating an existing pumping plant and pipe lines.

116713

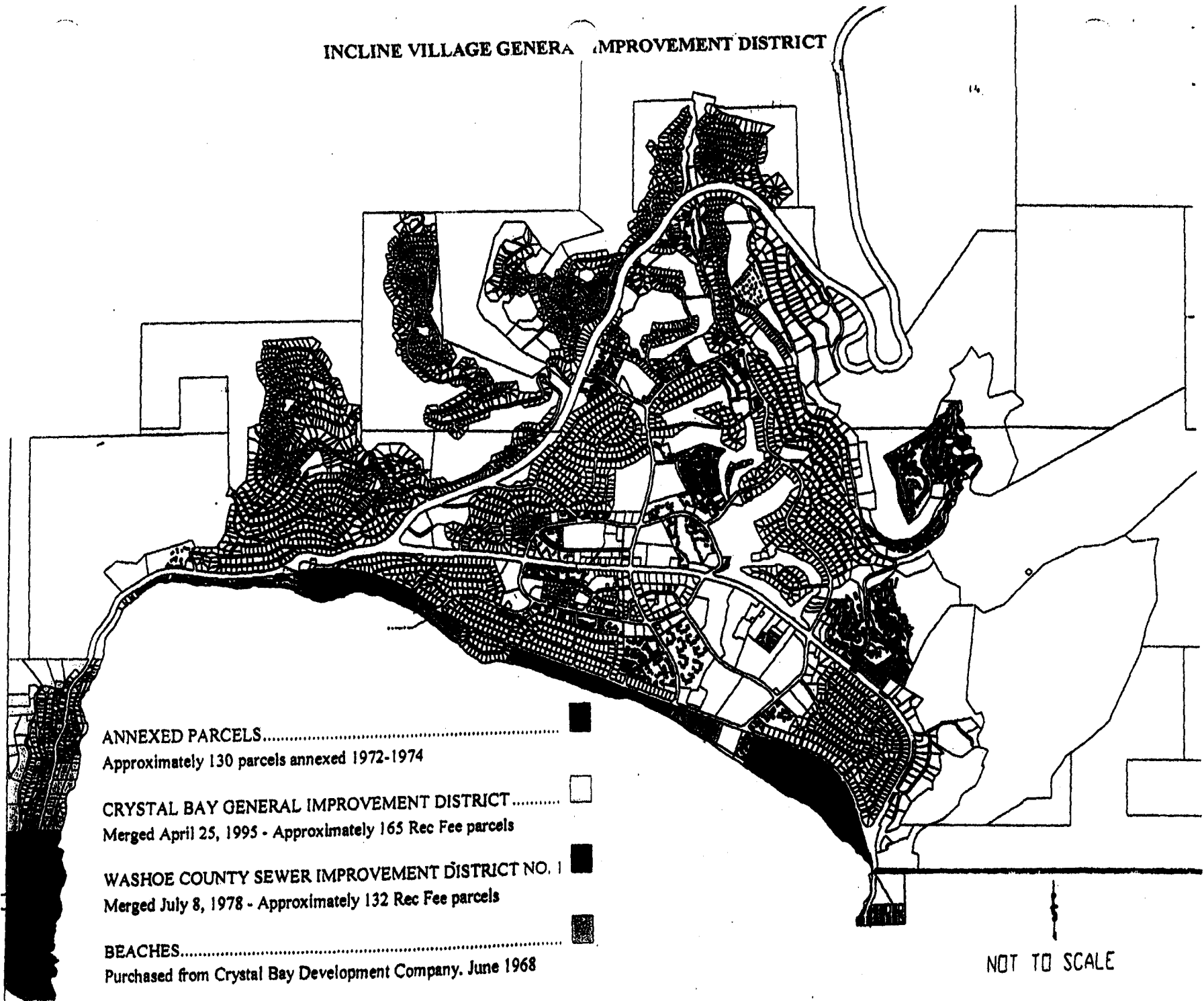
Note of information: Basis of bearings, Lakeview Subdivision.

[Handwritten signatures and initials]
316

324
197
800K

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Attachment A
130



ANNEXED PARCELS.....

Approximately 130 parcels annexed 1972-1974

CRYSTAL BAY GENERAL IMPROVEMENT DISTRICT.....

Merged April 25, 1995 - Approximately 165 Rec Fee parcels

WASHOE COUNTY SEWER IMPROVEMENT DISTRICT NO. 1.....

Merged July 8, 1978 - Approximately 132 Rec Fee parcels

BEACHES.....

Purchased from Crystal Bay Development Company. June 1968

NOT TO SCALE

ORDINANCE NO. 7

*(As amended June 13, 1991; November 17, 1993;
May 8, 1995; June 12, 1995; March 25, 1998)*

**AN ORDINANCE ESTABLISHING RATES, RULES AND REGULATIONS
FOR RECREATION PASSES AND RECREATION PUNCH CARDS BY THE
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

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ORDINANCE NO. 7

*(As amended June 13, 1991; November 17, 1993;
May 8, 1995; June 12, 1995; March 25, 1998)*

**An Ordinance Establishing Rates, Rules and Regulations
for Recreation Passes and Recreation Punch Cards by the
Incline Village General Improvement District**

RECREATION PASS ORDINANCE

**Be it ordained by the Board of Trustees of
the Incline Village General improvement
District, Washoe County, Nevada, as follows:**

ARTICLE I. GENERAL PROVISIONS

1. **Short Title.** This ordinance shall be known and may be cited as the "Incline Village General Improvement District Recreation Pass Ordinance."
2. **Words and Phrases.** For the purpose of this ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.
3. **Separability.** If any section, subsection, sentence, clause or phrase of this ordinance or the application thereof to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.
4. **Posting.** The adoption of this ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in three (3) public places in the District for ten (10) days following its passage.

ARTICLE II. DEFINITIONS

When used in this ordinance, the following terms shall have the meanings defined below:

5. **Affinity** signifies the connection existing in consequence of marriage between each of the married persons and the blood relatives of the other.
6. **Agent** means the person designated by an owner to represent the owner in matters pertaining to the assignment of recreation privileges.

7. **Assignment** means the naming of persons to receive recreation privileges.
8. **Beach Pass** means a daily pass, good for one day only, sold by the District allowing entry onto the District-owned beaches.
9. **Board** means the Board of Trustees of the Incline Village General improvement District.
10. **Card Holder** means the person who is in possession of a Recreation Punch Card.
11. **Commercial Tenant** means an individual or corporation who rents, or leases, a commercial property for the purposes of conducting business or commercial activity.
12. **Consanguinity** means a blood relationship.
13. **County** means the County of Washoe, Nevada.
14. **Director of Parks and Recreation** means the person appointed as the department head of the Parks and Recreation Department.
15. **District** means the Incline Village General Improvement District (acting through its duly authorized officers or employees within the scope of their respective duties).
16. **Family** means a social unit consisting of people related to the property owner by marriage and to the extent of the first and second degrees of consanguinity and affinity, including parents, children, grandparents, grandchildren, brothers and sisters, and their spouses. *(See attached Exhibit A.)*
17. **General Manager** means the person appointed by the Board of Trustees as the General Manager of the District.
18. **Owner** means any person owning fee title to the property, or portion thereof, or any person in whose name the legal title to the property appears, in whole or in part, by deed duly recorded in the County Recorder's office, or any person exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the Owner.
19. **Parcel** means a single plot of land with or without a dwelling on it, or a single unit within a multi-unit residence as defined by the District Recreation Roll.
20. **Pass Holder** means an individual who has been issued a Recreation Pass.
21. **Recreation** means any leisure or sports facility, program, or service owned, operated or provided by the District, including, but not limited to, beaches, parks, playgrounds, athletic fields, trails, Nordic and alpine ski areas, golf courses, recreation centers, tennis courts, swimming pools, sports leagues, contests, events, classes, and special events.

22. **Recreation Punch Card** means the transferable punch card issued by the District to eligible parcel owners and/or their assignees that can be used to pay the difference between the resident rate and the retail or nonresident rate for access to various District recreation facilities and bears a face value established by the Board. The District can sell additional Recreation Punch Cards to eligible parcel owners or assignees for their personal use as provided in Article VIII, Item 69 herein.

23. **Recreation Fee** means the annual Recreation Standby and Service Charge assessed by the District to finance recreation programs and facilities.

24. **Recreation Pass** means the non-transferable photo identification pass issued by the District for free access to District beaches and for hourly, daily, and seasonal discounts at District-owned recreation facilities. Subject to the familial limitations described herein, the District can sell additional Recreation Passes to eligible parcel owners, residents or assignees for their personal use as provided in Article VIII, Item 69 herein. Additional Recreation Passes sold cannot be used to obtain a resident discount at the District-owned golf facilities.

25. **Recreation Privilege** means any privileges of recreation access or special rates afforded to pass holders or card holders, including the privilege to provide admission for guests.

26. **Resident** means any individual maintaining residence within the boundaries of the District as constituted by law.

ARTICLE III. RECREATION PRIVILEGE ELIGIBILITY

27. **Eligible Parcels.** Each District parcel which is assessed a recreation fee, is eligible to receive recreation privileges so long as the assessment on that parcel is current.

28. **Fees Kept Current.** All property taxes, special assessments and recreation fees on a parcel must be paid for the current and prior years to maintain the parcel's eligibility for recreation privileges. The District Recreation Fee must be paid by October 1 of the year billed in order to continue receiving recreation privileges.

29. **Resident Eligibility.** All residents are eligible for an assignment of recreation privileges, provided that they have proof of residency.

30. **Available Privileges.** Every eligible parcel may receive any combination of up to five (5) Recreation Passes or Recreation Punch Cards.

ARTICLE IV. APPLICATION PROCEDURES

31. **Application.** Application for recreation privileges must pertain to a specific, eligible parcel. An application will be accepted when filed on the Application Form provided by the District; when accompanied by proof of ownership as set forth in Section 32; and when signed by any owner of the parcel. The form must be filed with the District's Parks and Recreation office, in person, by fax, or by mail, prior to any issue of recreation privileges as provided by this ordinance.

32. **Proof of Ownership.** Proof of ownership shall be made in one of the following forms:

- (a) Written copy of legal deed of title.
- (b) Confirmation of ownership by the District from the County Assessor's office.
- (c) Confirmation of ownership by the District from a local title company.

33. **Proof of Residence.** Proof of residence shall be made in one, or more, of the following forms:

- (a) Written copy of legal lease signed by parcel owner, or authorized agent.
- (b) Valid Nevada Driver's License indicating current street address.
- (c) Verifiable copies of current utility (phone, electric, water and sewer, etc.) bills in assignee's name.
- (d) Valid Washoe County, Nevada, voter's registration card.

34. **Proof of Commercial Tenancy.** Proof of commercial tenancy shall be made with the submittal of a written copy of legal lease signed by the parcel owner, or authorized agent.

Confirmation must be by written document. Written documents need not be certified; however, the District may require further confirmation of uncertified documents.

35. **Application Acceptance.** Application will not be accepted on any parcel if another valid parcel owner or resident application already exists on that parcel. Any application will expire with a change of ownership, residency or tenancy where no party listed on the application continues ownership, residency or tenancy.

36. **Application Approval.** Upon review and verification of the application by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the application. It is the applicant's responsibility to provide the District with all information required for approval.

37. **Application Amendment.** To update information on the application, an approved application may be amended by any verified owner of the parcel, whether or not that owner signed or submitted the original application form.

ARTICLE V. ASSIGNMENT OF PRIVILEGES

38. **Assignment Procedures.** Assignment of recreation privileges will be accepted when filed on the Assignment Form and when accompanied by an approved application, or when an approved application is already on file, and when signed by any owner listed on the application

or any listed owner's designated agent. The assignment form must be filed with the District's Recreation office, in person, by fax, or by mail.

When there is an assignment of recreation privileges, the property owner and assignor shall be jointly and severally liable with assignee(s) respecting any sums of money assignee(s) owes the District related to the use of recreation facilities, including the use of all District-owned meeting facilities.

39. Agent Designation Any Owner listed on an approved application may designate an agent by filing and executing an Agent Authorization Form. An owner may only designate one agent. The agent form must be filed with the District's Parks and Recreation office, in person, by fax, or by mail. Upon review and verification of the agent form by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the form. It is the owner's responsibility to provide the District with all information required for approval.

40. Multi-Parcel Agent Designation. If one agent is to serve as a representative of all units in a multi-parcel complex, an Agent Authorization Form signed by the president of the appropriate homeowners' association and a petition signed by owners representing at least two-thirds (2/3) of the affected parcels must be filed with the District's Parks and Recreation office, in person, by fax, or by mail.

41. Assignment Acceptance. Assignment will not be accepted, on any parcel, if another valid assignment already exists on that parcel. Assignment will expire with a change of ownership, where no party listed on the application continues ownership.

42. Privileges Assignable - Residential Parcels. Every eligible residential parcel may receive any combination of up to five (5) Recreation Passes or Recreation Punch Cards. A Recreation Pass may be assigned to any property owner's eligible family member, or resident, or resident's eligible family member.

43. Privileges Assignable - Commercial Parcels. Every eligible commercial parcel may receive any combination of up to five (5) Recreation Passes or Recreation Punch Cards. A Recreation Pass may be assigned to any property owner's family member, commercial tenant principal, or commercial tenant corporate officer.

44. Assignment Approval. Upon review and verification of the assignment by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the assignment. It is the owner's or agent's responsibility to provide the District with all information required for approval.

45. Assignment Amendments. To update information, the assignment may be amended, and may only be amended, by the person signing the original assignment form. Provided, however, that any owner listed on the approved application or a designated agent of any listed owner may add names of persons to be assigned recreation privileges, to the extent additional privileges are available.

ARTICLE VI. RECREATION PASS

46. A **Recreation Pass**, subject to the other conditions and restrictions of this recreation pass ordinance, provides the pass holder:

- a. free admission to all District-owned beaches; and
- b. reduced season pass rates, at District-owned ski and tennis facilities; and
- c. reduced daily rates at District-owned golf, ski and tennis facilities; and
- d. reduced yearly, quarterly, monthly, or weekly membership rates at District-owned Recreation Center; and
- e. reduced daily rates at the District-owned Recreation Center; and
- f. reduced rates for the rental of the Chateau, Aspen Grove Community Building, Diamond Peak Ski Lodge, Recreation Center, and District-owned athletic fields; and
- g. watercraft launching access at the District-owned boat ramp, for a fee; and
- h. guest access to District-owned beaches for a fee; and
- i. any other recreation privileges determined by the Board.

47. **Term of Pass Issuance.** The Recreation Pass of any person will be limited to a term of not less than six (6) months or more than five (5) years. If no term is specified, the minimum term shall apply.

48. **Pass Expiration.** A Recreation Pass expires when:

- a. the stated expiration date has been exceeded; or
- b. the parcel changes ownership; or
- c. the pass is withdrawn or reassigned to another individual by the owner or his agent; or
- d. payment of the District Recreation Fee is delinquent, or
- e. the pass is voided pursuant to this ordinance.

49. **Ability to Transfer.** All Recreation Passes shall be issued for the sole use of the pass holder and are non-transferable.

50. **Responsibilities of Pass Holder.** It is the responsibility of the pass holder to:
- a. renew his pass on or before the expiration date shown on the pass;
 - b. report lost, stolen, or destroyed passes;
 - c. return all valid passes when eligibility to use passes has expired or when asked by the District to surrender the passes;
 - d. be responsible for the conduct of his/her guests and for any liability resulting from the guests' use of the District's facilities, or the guests' presence in, or at, the facilities.
51. **Lost/Stolen Recreation Pass.** A charge of \$15.00 per pass will be assessed to replace any Recreation Pass that is lost or stolen prior to its date of expiration.
52. **Reassignment Fee.** Reassignment will not be allowed within the initial six months of pass issuance except for the following conditions: (a) the parcel on which the pass is issued changes title; (b) the passholder is deceased; and (c) other circumstances that the Director of Parks & Recreation deems appropriate. In the event of a reassignment where the issued passes are not returned, there will be a charge of \$15.00 per pass assessed to the parcel owner. New passes will not be issued for any other individuals unless this fee is paid or the passes are returned.
53. **Ownership Transfer Fee.** A charge of \$25.00 per parcel will be assessed to the new owner of a parcel if the Recreation Passes issued on the parcel are not returned to the District when a property changes ownership.

ARTICLE VII. RECREATION PUNCH CARD

54. A **Recreation Punch Card** provides the cardholder with a face value of recreation privileges, determined by the Board, which may be applied toward:
- a. the difference between the resident rate and the guest rate for daily beach access, daily boat and jet ski launching; and
 - b. the difference between the resident rate and the retail or nonresident rate for daily access to the District-owned golf, ski, recreation center, and tennis facilities; and
 - c. the difference between the resident rate and the retail or nonresident rate for any other recreation use fee or rental fee as may be determined by the Board.
55. **Expiration Date.** Recreation Punch Cards shall have a term of one year beginning on May 1. All Recreation Punch Cards expire on the first April 30th following the date of issuance, regardless of when issued during the course of that year.
56. **Transferability.** Recreation Punch Cards are issued against the parcel and are transferable to anyone.

57. **Replacement.** Recreation Punch Cards will not be replaced if lost, stolen, destroyed or used up.

58. **Exchange for Recreation Pass.** Once the Recreation Punch Card is used, it can be exchanged for a Recreation Pass only if all amounts that appear to be punched are paid for by the card holder and a \$15.00 invalidation fee is paid to the District.

59. **Refund.** The Recreation Punch Card has no monetary exchange value and therefore cannot be returned to the District for any form of refund or credit, except as provided in paragraph 58 hereof.

ARTICLE VIII. GENERAL USE REQUIREMENTS

60. **Use of Recreation Pass and/or Card at Golf.** A maximum of five (5) Recreation Passes per parcel can be used to obtain discounts for daily access for the District-owned golf courses. No other Recreation Passes can be used to obtain daily discounts at the District-owned golf courses, beyond the five.

61. **Recreation Pass or Card Ownership.** All Recreation Passes and Cards are the property of the District and must be returned upon request, and/or upon the loss of eligibility by the pass holder or card holder.

62. **Deed Restrictions.** Parcels annexed to the District after May 30, 1968, are not eligible for District beach access as per deed restrictions listed on the beach property.

63. **Assumption of Risk.** The pass holder or card holder assumes all risk of personal injury to himself and loss of, or damage to, his personal property resulting from use of the recreation facilities.

64. **Fraudulent Use.** False or misleading information to obtain a Recreation Punch Card or Recreation Pass, or any fraudulent use of such card or pass, will be grounds for voiding all recreation privileges issued against the parcel. The District reserves the right to pursue any other legal action.

65. **Selling of Recreation Privileges.** It is strictly forbidden for any individual to sell an assignment of Recreation Privileges, or to sell individual Recreation Passes or Recreation Punch Cards. Any such sales of privileges, passes, or cards is considered to be fraudulent use and will be grounds for voiding all recreation privileges issued against the parcel. The District reserves the right to pursue any other legal action.

66. **Misconduct.** Use of the District's facilities by any pass holder or card holder is a privilege. For misconduct, a pass holder or card holder may be removed from the facilities and/or his/her privileges, including the immediate confiscation of the Recreation Pass or Recreation Punch Card, may be suspended for any period deemed appropriate by the District or those privileges may be revoked, at the District's sole discretion. Misconduct includes but is not limited to:

- a. failure to abide by any rule, policy, procedure, or regulation established by the District and all such supplemental rules, policies, procedures, or regulations established for each recreational facility; or
- b. violation of any law or ordinance; or
- c. disorderly and/or abusive behavior; or
- d. excessive or improper use of alcohol and/or drugs; or
- e. vandalism or any other form of property damage.

The parent(s), conservator, or guardian of a child who engages in willful misconduct may be jointly and severally liable for the resulting damage. (NRS 41.470, as amended.)

67. Disciplinary Procedures for Misconduct.

a. Incident Report. An employee may, in a timely fashion, submit a written incident report of facts within that employee's own, personal knowledge concerning the alleged misconduct of a user, regardless of whether that user was removed from the premises for that same alleged misconduct.

b. Removal. Under exigent circumstances, a District employee may remove a user from District property, with or without the assistance of the Washoe County Sheriff's Office. Exigent circumstances include but are not limited to a threat of bodily harm, to him/herself or others, a risk of property damage, and/or a persistent refusal to obey the law and/or policies and procedures, or regulations of the District.

(1) Washoe County Sheriff Assistance. The District may request at any time the assistance of the Washoe County Sheriff's Office in maintaining order.

(2) Incident Report. The employee(s) involved in the removal shall file an incident report with the department head of that facility within 24 hours of the occurrence.

c. Suspension, Revocation, or Other Disposition.

(1) **Department Head.** Within a reasonable time following receipt of an incident report, the Department Head may determine that sufficient evidence of serious misconduct exists, indicating adequate grounds for suspension or revocation of privileges. Upon such an assessment, the Department Head shall provide the user with written notice of the accusation(s) and the possible sanction/penalty which may result. The notice shall also provide the user with the date, time and place at which the user may appear before the Department Head and the accusing employee(s), to respond to the claims and to explain the user's position concerning the incident.

(a) **Notice.** The written notice shall be signed by the Department Head and mailed, certified return receipt requested, to the District's record address of the user. Attached to the notice shall be a copy of the incident report(s). If the user is a minor, an additional copy of the notice shall be mailed to the parent(s) or person(s) in loco parentis of the user-child.

(b) **Hearing.** Within five (5) business days of mailing the written notice, unless otherwise agreed by the Department Head and the user, the Department Head shall hold a hearing to determine the accuracy of the representations contained in the Incident Report and to determine what, if any, further action shall be taken by the District. At this hearing, the employee(s) bringing the charges shall provide testimony and the user shall have opportunity to respond and explain. At the close of the hearing, the Department Head may render his/her opinion orally or take the matter under submission. The Department Head shall deliver a written decision concerning the allegations and any resulting suspension or revocation within two (2) business days following the hearing.

(c) **Decision.** The Department Head shall include findings of facts, conclusions of misconduct, and sanction/penalty, if any imposed, in the decision; additionally, the Department Head shall inform the user in the decision of the user's right to appeal the decision to the District's General Manager. Such disposition shall include, but not be limited to, the following: suspension, revocation, reprimand (oral or written), or a determination of no action of no misconduct.

(d) **Notice of Appeal.** In order to avail him/herself of the right to appeal to the General Manager, the user must so inform the General Manager by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within two (2) business days of issuance of the written opinion.

(2) **District General Manager.** Within five (5) business days of the user's notice of appeal letter, the General Manager shall hear the user's appeal. Also at this hearing shall be the charging employee(s) and the deciding Department Head, to respond to the user's assertions. The General Manager shall render his/her written decision within two (2) business days of the appellate hearing. In the decision, the General Manager shall uphold, modify, or reverse, in whole or in part, the Department Head's decision. The General Manager shall advise the user in this written decision of the user's right to appeal the General Manager's decision to the District's Board of Trustees. In order to avail him/herself of the right of final appeal to the Board of Trustees, the user must so inform the Board by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within five (5) business days of issuance of the written opinion from the General Manager.

(3) **Board of Trustees.** The Board of Trustees shall hear the user's duly agendized appeal at the Board's next regularly scheduled public meeting. (NRS 241.030 (3) (d): nothing contained in the Chapter 241 shall require that any meeting be closed to the public.) Also at this hearing shall be the charging employee(s), the deciding Department Head, and General Manager, to respond to the user's assertions. The Board shall render its decision at this

hearing. By its decision, the Board shall uphold, modify, or overturn, in whole or in part, the General Manager's decision. The Board's decision is final.

d. Right of Representation. The user may enlist the assistance of legal counsel, of the user's choice and at his/her expense, at any and all stages of these proceedings.

e. Reservation. Nothing herein shall preclude the District from utilizing any and all legal and/or equitable remedies, in the stead of or in addition to the present procedure.

68. Other Issuance. Nothing in this ordinance shall prevent the District from issuing recreation privileges to employees, former Board members, or anyone else, in the past, present or future, as approved by the Board of Trustees.

69. Purchase of Additional Recreation Passes or Cards. If any owner wishes to purchase additional Recreation Passes or Recreation Punch Cards, the owner may do so by paying an additional fee equal to one-fifth of the current District Recreation Fee for each Pass or Card for the parcel in question. Additional Recreation Passes are valid for a period of one (1) year from the date of purchase, unless they expire on an earlier date as provided in paragraph 48 hereof. Additional Recreation Passes can only be purchased for eligible family members of parcel owners or residents. Additional Recreation Punch Cards are valid from the date of purchase until the first April 30th following the date of purchase and can be used by any individual. Additional Recreation Passes or Cards cannot be purchased for commercial parcels and their tenants. An application for additional recreation passes or cards must be filed with the District's Parks and Recreation office.

70. Personal Identification. Prior to issuance of any recreation privilege, identification of the person receiving the privilege may be required in the form of a valid photo identification card, such as an automobile driver's license.

71. Administration. The General Manager may from time to time adopt, amend, or rescind rules consistent with this ordinance. The General Manager shall hold the final authority to interpret this ordinance and rules adopted thereunder. Such authority shall include the application of this ordinance and rules to specific people, parcels, and circumstances. The day-to-day administration of this ordinance is hereby delegated to the Director of Parks and Recreation.

ARTICLE IX. AMENDMENTS

72. Modification of Privileges. The recreation privileges issued under this ordinance shall be modified by the terms of any amendments to this ordinance subsequently adopted by the Board. Nothing in this ordinance shall be deemed to limit the Board's discretion to modify the terms of this ordinance or the application of any such modification to Recreation Passes, Recreation Punch Cards and other recreation privileges outstanding, including alterations in the terms or expiration dates thereof.

73. Effective Date. The effective date of this ordinance was January 1, 1988. The terms of this ordinance applied to all recreation privileges that were outstanding on that date. The

Director of Parks and Recreation is empowered to determine how to administer the application of this ordinance to existing privileges. The effective date of this amendment shall be March 26, 1998.

FAMILY TREE

Relationship #	PROPERTY OWNER		Relationship #	SPOUSE OF PROPERTY OWNER
0	OWNER/CO-OWNER	FIRST DEGREE	00	OWNER/CO-OWNER
1	MOTHER		7	MOTHER
2	MOTHER'S SPOUSE		8	MOTHER'S SPOUSE
3	FATHER		9	FATHER
4	FATHER'S SPOUSE		10	FATHER'S SPOUSE
5	CHILDREN		11	CHILDREN
6	CHILD'S SPOUSE		12	CHILD'S SPOUSE
13	GRANDMOTHER	SECOND DEGREE	23	GRANDMOTHER
14	GRANDMOTHER'S SPOUSE		24	GRANDMOTHER'S SPOUSE
15	GRANDFATHER		25	GRANDFATHER
16	GRANDFATHER'S SPOUSE		26	GRANDFATHER'S SPOUSE
17	GRANDCHILDREN		27	GRANDCHILDREN
18	GRANDCHILD'S SPOUSE		28	GRANDCHILD'S SPOUSE
19	SISTER		29	SISTER
20	SISTER'S SPOUSE		30	SISTER'S SPOUSE
21	BROTHER		31	BROTHER
22	BROTHER'S SPOUSE		32	BROTHER'S SPOUSE

PROPOSED REVISIONS TO ORDINANCE NO. 7

(As amended June 13, 1991; November 17, 1993;
May 8, 1995; June 12, 1995; March 25, 1998)

An Ordinance Establishing Rates, Rules and Regulations
for IVGID Recreation Passes and Recreation Punch Cards
by the Incline Village General Improvement District

RECREATION PASS ORDINANCE

Be it ordained by the Board of Trustees of
the Incline Village General improvement
District, Washoe County, Nevada, as follows:

ARTICLE I. GENERAL PROVISIONS

1. Short Title. This ~~ordinance~~Ordinance shall be known and may be cited as the "Incline Village General Improvement District Recreation Pass Ordinance."
2. Words and Phrases. For the purpose of this ~~ordinance~~Ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; ~~and~~ all words in the singular number shall include the plural number; all words in the masculine shall include the feminine; and all words in the feminine shall include the masculine. Capitalized words are defined in Article II, Definitions, below.
3. Separability. If any section, subsection, sentence, clause or phrase of this ~~ordinance~~Ordinance or the application thereof to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ~~ordinance~~Ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this ~~ordinance~~Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.
4. Posting. The adoption or any revision of this ~~ordinance~~Ordinance shall be entered in the minutes of the Board and certified copies hereof shall be ~~post~~ed in three (3) public places in the ~~District~~district for ten (10) days following its passage.

ARTICLE II. DEFINITIONS

When used in this ~~ordinance~~Ordinance, the following terms shall have the meanings defined below:

5. Affinity signifies the connection existing in consequence of marriage between each of the married persons and the blood relatives of the other.

6. Agent —means the person designated by an Owner to represent the Owner in processing paperwork executed by the Owner and physically receiving any resulting IVGID Recreation Passes and Recreation Punch Cards on behalf of Owner and his/her/its Tenants and Assignees~~matters~~ pertaining to the Assignment of Recreation Privileges. Agents cannot sign documents on behalf of Owners, Tenants or Assignees wherein Owners, ~~Tenants or~~ Tenants or Assignees either: (a) make representations to the District or (b) agree to indemnify the District or to assume risks as individuals or entities.

7. Applications means the District's form used to apply for Recreation Privileges.

87. Assignment means the execution of a District Assignment of Recreation Privilege form and related documents assigning Recreation Privileges to a Parcel Owner's Family Member identified on the Family Tree in Exhibit "A" or to a Tenant~~naming of persons to receive recreation privileges~~. Assignee means the person to whom an Owner has assigned Recreation Privileges. Assignor is the Owner assigning Recreation Privileges. A Tenant or a Family Tree Member cannot assign Recreation Privileges to another person or entity.

98. Beach Access means the rights and privileges of Parcel Owners to use and access Incline Beach, Burnt Cedar ~~Beach, Ski Beach, Ski Beach and~~ Hermit Beach, including but not limited to the privilege to launch watercraft at Ski Beach, and to provide admission for Tenants and Guests, as granted to Owners of Parcels identified in the Beach Deed dated ~~May 30~~June 4, 1968, conveying the Beaches to Incline Village General Improvement District and granting easements to Parcel Owners. The Beaches are restricted ~~access~~ Beaches and the original Beach Deed states in pertinent part, among other things, that the beaches are "for the use of property owners and their tenants . . . and as the Board of Trustees . . . may determine, the guests of such property owners." ~~Beach Access is separate and distinct from other Recreation Privileges, and has additional rules, regulations, and restrictions as set forth in Article VII below.~~ Pass —means a daily pass, good for one day only, sold by the District allowing entry onto the District owned beaches.

10. Beaches means Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach.

11. Beach Deed means that certain Deed made ~~May 30~~June 4, 1968, recorded in Book 324 at pages 192-194 in the books and records of Washoe County, a copy of which is attached hereto as Exhibit "B"

129. Board —means the Board of Trustees of the Incline Village General Improvement District.

130. Card and Card Holder, —Holder means the person who is in possession of is a Recreation Punch Card or an IVGID Recreation Pass, and the person who is in possession of a IVGID Recreation Pass or a Recreation Punch Card.

141. Commercial —Tenant —means an individual, or corporation, limited liability company (or similar entity) who/which rents, or leases, a commercial property located within the District for the purposes of conducting business or commercial activity, for the purposes of conducting business or commercial activity, for a term of six (6) months or more.

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15. Commercial Use of Beaches means using the Beaches for a commercial purpose or for compensation, and is strictly prohibited unless otherwise authorized by the District.

162. Consanguinity —means a blood relationship.

173. County —means ~~the County of~~ Washoe County, Nevada.

184. Director of Parks and Recreation means the person appointed as the department head of the Parks and Recreation Department.

195. District means the Incline Village General Improvement District (acting through its duly authorized officers or employees within the scope of their respective duties).

20. Domestic Partnership is a form of legal union available to both homosexual and heterosexual couples in Nevada and other states of the United States.

21.16- Family Tree —means a social unit consisting of people related to the property Owner —by marriage and to the —extent of the first and second degrees of consanguinity and affinity, including parents, children, grandparents, grandchildren, brothers and sisters, and their spouses, as set forth on Exhibit "A" and incorporated hereathere at by this reference. Persons listed on the Family Tree are eligible to be assigned IVGID Recreation Passes and Recreation Privileges, as more fully set forth below in Article IV of this Ordinance.-
(~~See attached Exhibit A.~~)

2217- General —Manager means the person appointed by the Board of Trustees as the General Manager of the District.

23. Guest for Recreation Facilities other than the Beaches means any person invited by an Owner of a Parcel to use District owned Recreation Facilities other than the Beaches.

24. Guest for Beach Access means any person invited by an Owner of a Parcel with Beach Access (as defined in the deed conveying the Beaches to Incline Village General Improvement District on June 4, 1968) to use the District owned Beaches. A property Owner or its Assignees, including Guests, can use the Beaches for recreation purposes only and cannot sell access to the Beaches or receive compensation for access to the Beaches.

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25. IVGID Recreation Pass means the non-transferable photo identification pass issued by the district for free access to District Beaches for those

Parcels which have Beach Access, and for hourly, daily, and seasonal discounts at other District-owned Recreation Facilities. Subject to the familial limitations set forth in the Family Tree attached hereto as Exhibit "A", the district can sell up to three (3) additional IVGID Recreation Passes to eligible Parcel Owners for their use or for their IVGID Assignment to Family Members listed in the first degree of consanguinity on the Family Tree attached as Exhibit "A", as provided in Article IV.

2618. Owner —means any person/entity owning fee title to ~~at~~ the Parcel within the District, ~~property,~~ or portion thereof, or any person in whose name the legal title to the property appears, in whole or in part, by deed duly recorded in the County Recorder's office, or any person exercising acts of ownership over ~~the Parcel~~ same for ~~the Owner himself,~~ or as executor, administrator, guardian or trustee of the Owner. In the case of multiple ownership of a single Parcel, a Parcel shall be entitled to receive only the maximum number of IVGID Recreation Passes and Recreation Punch Cards for Privileges allocated to a single Parcel. In the case of a single Parcel with multiple Owners, or in the case of entity ownership, the multiple Owners or the entity shall designate to the District one (1) individual in writing to direct the District with respect to the issuing of the IVGID Recreation Passes and Recreation Punch Cards. ~~ds, or on about June 1 of each year.~~

27.19.— Parcel means a single plot of land within the District, with or without a dwelling or commercial building on it, or ~~a single unit within a multi-family unit Parcel that contains more than one Dwelling Unit~~ residence as defined by the District Recreation Roll, which is assessed and pays a Recreation Facility Fee.

280.— Pass Holder means an individual who has been issued an IVGID Recreation Pass or a Recreation Punch Card.

291. Recreation and Recreation Facility— means any leisure or sports facility, program, or service owned, operated or provided by the District, including, but not limited to, ~~B~~ beaches, parks, playgrounds, athletic fields, trails, Nordic and alpine ski areas, golf courses, recreation centers, tennis courts, pickle ball courts, swimming pools, sports leagues, contests, events, classes, and special events. Notwithstanding the inclusion of "Beaches" within the definition of "Recreation", admission to, access to and use of the Beaches is further restricted to persons with Beach Access as set forth in the Beach Deed and Article VII of this Ordinance.

3022. Recreation Punch Card means the transferable punch card for Recreation Privileges issued by the District to eligible ~~parcel~~ Parcel Owners for use by ~~and/or~~ their Assignees and Guests that can be used to pay some or all of access fees ~~the difference between the resident rate and the retail or nonresident rate for access to~~ 6 various District Recreation Facilities and bears a dollar face value established by the Board each fiscal year. ~~—A Guest may use a Recreation Punch Card for Access to Recreation Facilities, with or without the accompanying Owner,~~

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as more fully described in Article VIII of this Ordinance. The District can sell ~~Additional~~ Recreation Punch Cards to eligible ~~parcel~~ Parcel Owners or assignees for their personal~~7~~ use as provided in Article ~~XI~~, Paragraph 90 VIII, Item 69 herein only. A Recreation Punch Card is issued with a dollar value set by the District and cannot be re-filled during that fiscal year after the total dollar value for that fiscal year has been used up.

(Note recommendation is to potentially change the name of the Recreation Punch Card.)

3123. Recreation Fee means the annual Recreation Standby and Service Charge assessed by the District to ~~support-finance~~ recreation ~~services~~, programs and facilities.

3225. Recreation Privilege(~~-means~~) means any privileges of recreation access or special rates afforded to ~~Recreation P~~pass holders or ~~Punch Ceard~~ holders, including the privilege to provide admission for ~~Ge~~guests, as provided for in this Ordinance 7. ~~-Beach Privileges are specifically limited as set forth in Article VII below. -Golf Privileges are specifically limited as set forth in Article VIII below.~~

3326. Resident means any:-(i) Owner or Tenant of a residence ~~or buildable or buildable-residential~~ lot that is located within the boundaries of the District as constituted by law, or (ii) Owner or Tenant of a commercial property that is located within the boundaries of the District, who resides within the District for purposes of voting within the District, and (iii) A Tenant, who must have a lease of a property located within the District with a term of six (6) months or longer. ~~individual maintaining residence within the boundaries of the District as constituted by law.~~

34. Residential Tenant means an individual who rents or leases for six (6) months or more, a residence on a Parcel located within the boundaries of the District, as defined above for the purposes of living in same, and is therefore eligible to receive an IVGID Recreation Pass to be issued for a minimum of a six (6) month period. A tenant with a Lease for less than six (6) months is not deemed to be a Resident for any purpose under the Ordinance, and is not entitled to receive an IVGID Recreation Pass. A residential Tenant must present a written lease agreement in the name of the Tenant, or with the Tenant listed as one of the persons authorized to live on the property, and an IVGID Assignment form signed by the Owner attesting to the fact that the lease is a valid and enforceable lease. Notwithstanding the foregoing, if a Residential Tenant ceases to be a Resident of a Parcel within the boundaries of the District, the Owner must immediately notify the District and the IVGID Recreation Pass must immediately be returned to the District. The District will immediately cancel the IVGID Recreation Pass in the name of a former Residential Tenant, upon notification of termination of tenancy.

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35. Tenant means a Residential Tenant or a Commercial Tenant which leases a property (with a valid lease) within the District for a lease term of six (6) months or longer.

ARTICLE III. RECREATION PRIVILEGE ELIGIBILITY

~~36.27-~~ Eligible Parcels. Each District Parcel which is assessed and has paid in full the current Recreation Facility Fee, is eligible to receive Recreation Privileges as set forth in this Ordinance. ~~so long as the assessment on that parcel is current. Notwithstanding the foregoing sentence, only Parcels which were located within the District as of June 4, 1968, May 30, 1968 (date), and which are assessed by the District and have paid and continue to pay a Recreation Fee which includes a Beach Fee, are eligible to receive a IVGID Recreation Pass with Beach Privileges.~~

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~~37.28.~~ Fees Kept Current. All property taxes, special assessments and Recreation Fees on a Parcel must be paid for the current and prior years to maintain the Parcel's eligibility for Recreation Privileges. The District Recreation Facility Fee must be paid by October 1 of the year billed in order to continue receiving Recreation Privileges.

~~38.29.~~ Tenant/Resident Eligibility. ~~All residents are eligible for an assignment of recreation privileges, provided that they have proof of residency. All Tenants of Parcels located within the boundaries of the District, who are Residents, with a Lease of six (6) months or more, are eligible to receive an Assignment of Recreation Privileges available to the Parcel that they are renting, provided that they have proof of residency and upon the execution of the District Assignment documents as described in Article IV below.~~

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~~39.0.~~ Available Recreation Privileges. Every eligible parcel/Parcel may receive any combination of up to five (5) IVGID Recreation Passes or Recreation Punch Cards.

ARTICLE IV. APPLICATION PROCEDURES

~~40.31.~~ Application. Application for Recreation Privileges must pertain to a specific, eligible Parcel. An application will be accepted when: (a) filed on the Application Form provided by the District; (b) when accompanied by proof of ownership as set forth in Paragraph/Section 41.32 below; (c) and when signed by any Owner of the Parcel; and (d) if in the name of other than the Owner, accompanied also by an Assignment form. The form(s) must be filed with the District's Parks and Recreation office, in person, by fax, or by mail, prior to any issue of Recreation Privileges as provided by this ordinance/Ordinance.

4132. Proof of Ownership. Proof of ownership shall be made by presentation of a government issued photo identification together ~~in one with one~~ of the following forms:

(a) Written copy of legal deed of title to the Parcel.

(b) Confirmation of ownership by the District of the Parcel from the County Assessor's office.

~~(c) Confirmation of ownership by the District from a local title company.~~

4233. Proof of Residence. Proof of residence shall be made by submitting a in one, or more, of the following forms:

~~(a)~~ Written copy of legal lease signed by Pparcel Oowner and Tenant, or authorized ~~agent~~Agent, along with written certification on the IVGID Assignment form signed by the Parcel Owner representing that the Assignee is a Tenant, together with one or more of the following forms:-

~~(a)~~ Valid Nevada Driver's License indicating current street address within the District.

~~(b)~~ Verifiable copies of a current utility (phone, electric, water and sewer, etc.) bills in Aassignee's name or written certification by the person named on the Lease that the Assignee is a co-tenant.

~~(d)~~ Valid Washoe County, Nevada, voter's registration card.

(d) All confirmation must be by written document. Written documents need not be certified except for those signed by Owner; however, the District may require further confirmation of uncertified documents.

4334. Proof of Commercial Tenancy. Proof of commercial tenancy shall be made with the submittal of (i) a written copy of legal lease signed by the Pparcel Oowner, or authorized agentAgent, and Tenant for a period of six (6) months or longer; and (ii) copy of a current utility bill (phone, electric, water or sewer, etc.) in Commercial Tenant's name; and (iii) proof that the individual to receive the Recreation Privilege is a Resident in the case of an IVGID Recreation Pass, but not a Recreation Punch Card; and (iii) proof that the individual holds one of the positions eligible for Assignment (i.e., a Principal or owner of the entity who is a Resident, or to a commercial tenant corporate officer who is a Resident).- Confirmation must be by written document. Written documents need not be certified; however, the District may require further confirmation of uncertified documents.

4435. Application Acceptance. Application will not be accepted on any Pparcel if another valid Pparcel Oowner or resident Apap application already exists on that parcelParcel. Any Aa application will expire with a change of ownership, residency or tenancy where no party listed on the

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application continues ownership, residency or tenancy. Upon proof of such change to the satisfaction of the District in its sole discretion, and cancellation of the prior IVGID Recreation Passes, Recreation Punch Cards and prior rights. Notwithstanding the foregoing statement, in the case of a change in tenancy, a change in rights for Tenants can only be made every six (6) months, for District administrative purposes and convenience. Additionally, any prior Recreation Punch Cards that have been issued to a prior Owner in a fiscal year, will not be reissued by the District to the new Owner until the next fiscal year.

4536. Application Approval. Upon review and verification of the Application by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Application. It is the Applicant's responsibility to provide the District with all information required for approval, including but not limited to the Owner's signature, as required by District forms.

46.37. Application Amendment. —To update information on the Application, an approved Application may be amended by any verified Owner of the Pparcel, whether or not that Owner signed or submitted the original Application form.

ARTICLE V. ASSIGNMENT OF PRIVILEGES

4738. Assignment Procedures. Assignment ~~—of R~~ecreation Pprivileges will be accepted when filed on the District Assignment Form and ~~—when accompanied by an approved application~~approved application, or when an approved Application is already on file but has been cancelled, and when signed by any Owner listed on the application. ~~or any listed owner's designated agent.~~ The Assignment form must be filed with the District's Recreation office, in person, by fax, by email, by digital signature, or by mail, and the District may rely upon a copy of the Owner's signature when an original Owner's original signature is not supplied. When ~~—there is an A~~ssignment of Recreation Pprivileges, the Parcel~~property~~ Owner ~~and A~~ssignor must agree to~~shall~~ be jointly and severally liable with Assignee~~(s)~~ respecting any sums of money Assignee~~(s)~~ owes the District related to the use of Recreation Facilities, damage to recreation facilities and persons and property of other persons, fees or sums owed for~~including~~ the use of all District-owned meeting facilities, and any fines. All Assignments must be for a minimum of six (6) months. ~~—If an individual assigned a IVGID Recreation Pass ceases to be a Tenant, the Owner is responsible for and shall immediately advise the District so that the District can cancel the Recreation Privileges, and the IVGID Recreation Pass must be immediately returned by the Tenant or Owner to the District. Even if an Assignment is cancelled in less than 6 months, another pass cannot be issued until the six-month period from issuance of the Card has passed, for District administrative purposes and convenience~~

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4839. Agent Designation ~~—~~Any Owner listed on an approved application may designate an Agent by filing and executing an Agent Authorization Form, for processing paperwork and for accepting IVGID Recreation Passes. However, the Owner must sign the Assignment and the Application, and thereby agree to be jointly and severally responsible

for all fees, fines, and monies owed to the District by the Tenant and for all damages and loss caused to the District and others by the Assignee. An Owner may only designate one Agent. The District Agent form must be filed with the District's Parks and Recreation office, in person, by fax, by email, by digital signature or by mail. Upon review and verification of the Agent form by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the form. It is the Owner's responsibility to provide the District with all information required for approval. For clarity, the Owner is responsible for all acts of the Agent and of the Assignee and Guest, and for all representations of the Agent and the Assignee. The Agent shall be a family member as set forth on the Family Tree, Exhibit "A" or a licensed Nevada Division of Real Estate property manager or licensee.

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~~40. Multi Parcel Agent Designation. If one agent is to serve as a representative of all units in a multi parcel complex, an Agent Authorization Form signed by the president of the appropriate homeowners' association and a petition signed by owners representing at least two-thirds (2/3) of the affected parcels must be filed with the District's Parks and Recreation office, in person, by fax, or by mail.~~

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~~491. Assignment Acceptance by District. An Assignment will not be accepted by the District, on any parcel/Parcel, if another valid and outstanding Assignment already exists on that parcel/Parcel. An Assignment will expire with a change of ownership, where no party listed as Assignor on the application continues as owner/an Ownership of the Parcel. The Assignment form must be signed by the Owner, not by an Agent on behalf of an Owner.~~

~~5042. Privileges Assignable - Residential Parcels. Every eligible residential parcel/Parcel may receive any combination of up to five (5) Cards that are IVGID Recreation Passes or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any property Owner's eligible family member as set forth on the Family Tree at Exhibit "A", or to a Tenant who/which also qualifies under this Ordinance.resident, or resident's eligible family member.~~

~~5143. Privileges Assignable -- Commercial -- Parcels. Every eligible commercial parcel/Parcel may receive any combination of up to five (5)Cards that are IVGID Recreation Passes and/or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any individual property Owner's family member as set forth on the Family Tree at Exhibit "A", or if the commercial tenant is an entity, to a Principal or owner of the entity who is a Resident, or to a commercial tenant corporate officer who is a Resident.~~

~~5244. Assignment Approval. Upon review and verification of the Assignment by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Assignment. It is the Owner's or agent's responsibility to provide the District with all information required for approval, either from the Owner directly or the Owner's~~

Agent, but the Owner is ultimately responsible for the accuracy and truthfulness of all information and representations provided.

5345. Assignment Amendments. —To update information, the Assignment may be —amended, and may only be amended, by the person signing the original Assignment form. —Provided, however, that any Owner listed on the approved application or a designated agentAgent of any listed Owner may add names of persons to be assigned Recreation Privileges, to the extent additional privileges are available, so long as the Owner agrees to remain responsible, and so long as no changes are made to add individuals to get Recreation Privileges in less than six (6) month intervals.

ARTICLE VI. IVGID RECREATION PASS
(ADDITIONAL SPECIAL PROVISIONS CONCERNING BEACH ACCESS AND BEACH ACCESS PRIVILEGES ARE DESCRIBED IN ARTICLE VII BELOW)

5446. An IVGID Recreation Pass, subject to the other conditions and restrictions of this recreation pass—ordinance, provides the Pass Holder:
a. free admission to all District-owned beaches; and
a.b. reduced season pass rates, at District-owned ski, and tennis facilities; and
b. reduced daily rates at District-owned golf, ski and tennis facilities; and
c. reduced yearly, quarterly, monthly, or weekly membership rates at District-owned Recreation Center; and
d. reduced daily rates at the District-owned Recreation Center; and
e. reduced rates for the rental of the Chateau, Aspen Grove Community Building, Diamond Peak Ski Lodge, Recreation Center, and District-owned athletic fields; and
f. g. watercraft launching access at the District-owned boat ramp, for a fee; and
g. The ability to bring guestGuest(s)—access to District-owned Beaches for a fee, when accompanying an IVGID Recreation Pass Holder; and
h. any other Recreation Privileges determined by the Board.

5547. Term of Pass Issuance. The IVGID Recreation Pass of any person will be limited to a term of not less than six (6) months or more than five (5) years. If no term is specified, the minimum six-month term shall apply.

5648. IVGID Recreation Pass Expiration. An IVGID Recreation Pass expires when:
a. the stated expiration date has been exceeded; or

b. the ~~parcel~~Parcel changes ownership, in which case the former Owner must return his/her/its IVGID Recreation Passes to the District; or ~~or~~

c. the IVGID Recreation Ppass is withdrawn or reassigned to another individual by the Oowner or his agentAgent; or

d. payment of the District Recreation Fee is delinquent, or

e. the IVGID Recreation Ppass is voided pursuant to this ordinanceOrdinance; or-

f. the lease of a Tenant expires or terminates, with or without notice to IVGID from the Owner.

5749. No Ability to Transfer IVGID Recreation Passes. ~~All IVGID Recreation Passes shall be issued for the sole use of the pass holder and are non-transferable. If an IVGID Recreation Pass is transferred, lent, given, sold, offered or used by a person other than the individual identified on the IVGID Recreation Pass, the violation of this paragraph 49 of this Ordinance 7 will result in immediate sanctions against the offending Parcel Owner, including but not limited to, in the case of knowing or willful violation of this Ordinance, up to the immediate loss of the IVGID Recreation Pass and the Pass Holder, and loss of all of their IVGID Recreation Privileges for a period of up to one (1) year, or longer, from the date the IVGID Recreation Pass is cancelled by the District, as determined by the General Manager, in his sole and absolute discretion.~~

580. Responsibilities of IVGID Recreation Pass Holder. It is the responsibility of the Ppass Hholder to:

a. renews his/her pass on or before the expiration date shown on the pass;

b. report lost, stolen, or destroyed passes;

c. returns all valid passes when eligibility to use passes has expired or when asked by the District to surrender the passes;

d. be responsible for the conduct of his/her Gguests and Assigns, and to inform Guests and Assigns and assure compliance by the IVGID Recreation Pass Holder and his/her Guests and Assigns with all rules and regulations of the Recreation Facilities, and be responsible for any liability, loss or damages resulting from all such individual's the guests' use of the District's Recreation Ffacilities, or the guests' presence in, or at, or use of the Recreation Ffacilities.

e. be responsible to secure his/her IVGID Recreation Pass and never allow or authorize another individual to use it for any purpose whatsoever.

591. Lost/Stolen IVGID Recreation Pass. A charge of ~~\$15.00~~ per Cardpass, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to replace any IVGID Recreation Pass that is lost or stolen prior to its date of expiration.

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6052. Reassignment —Fee. —Reassignment will not be allowed within the initial six months of pass issuance except for the following conditions: (a) the ~~parcel~~Parcel on which the pass is issued changes title; or (b) the passholder is deceased, ~~;~~ ~~and (c) other circumstances that the Director of Parks & Recreation deems appropriate.~~ In the event of a reassignment where the issued passes are not returned, there will be a charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, of \$15.00 per pass assessed to the ~~parcel~~Parcel Owner. New passes will not be issued for any other individuals unless this fee is paid or the passes are returned.

6153. Ownership —Transfer —Fee. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, of \$25.00 per parcel will be assessed to the new Owner of a ~~parcel~~Parcel if the IVGID Recreation Passes issued on the ~~parcel~~Parcel are not returned to the District when a property changes ownership.

ARTICLE VII. BEACH ACCESS PRIVILEGES SPECIAL RULES

62. It is the intent of the District to adopt provisions under this Article VII to comply with the Deed dated June 4, 1968, including but not limited to page 1 line 28 - page 2, line 7, which states that the beaches "shall be held, maintained and used by grantee, its successors and assigns, only for the purposes of recreation by, and for the benefit of, property owners and their tenants...and as the Board of Trustee of said District may determine, the guests of such property owners..." —Further, the Deed provides that "the Board of Trustees shall have the authority to ~~...~~control, regulate, maintain and improve said property.~~...~~" Therefore, rules and implementation of rules and regulations of the Beaches will be reviewed by the District Board from time to time, separate and apart from review of the entire Ordinance 7, to assure such reasonable compliance and efficient operations and maintenance.

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63. IVGID Recreation Pass Holders have unlimited access to the Beaches for themselves and may bring ~~an unlimited /limited number of~~ Guests to the Beach if the ~~passholder~~Guests accompany them and pay the District Beach Guest fee. Recreation Punch Cards may be given to Guests who may have Beach Access up to the total dollar credit on the Recreation Punch Card, and the Owner need not accompany such Guests. Each Guest accessing the Beaches shall pay the applicable Beach Guests access fee.

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64. Access to Beaches under the Beach Deed: Persons who do not have an IVGID Recreation Pass in their name may only access the Beaches if they are in possession of a Recreation Punch Card with sufficient remaining funds to pay their Guest fee or if they ~~are~~Guestsare Guests accompanying an Owner at the entrance gate, and in compliance with the provisions of this Articles VII governing Guest Access. —The Beaches are not open to the public.

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69. Marketing of Beach Access is prohibited. —No IVGID Recreation Pass Holder ~~or their Guests~~ shall market or authorize the marketing of Beach Access for any commercial ~~or personal~~ purposes or in connection with offering anything for sale, lease, license or valuable consideration to the IVGID Recreation Pass Holder.

~~(Waiting to hear from attorney if reimbursement for Guest access fee only is permissible.)~~

ARTICLE ~~VIII~~^{VI}. RECREATION PUNCH CARD

7054. A Recreation Punch ~~—~~Card provides the cardholder with a face value of ~~R~~recreation ~~P~~privileges, determined by the Board, which may be applied toward:

a. ~~the difference between the resident rate and T~~the ~~guest~~Guest rate for daily ~~B~~beach ~~A~~access, daily boat and jet ski launching; and

b. the difference between the resident rate and the retail or nonresident rate for daily access to the District-owned golf, ski, recreation center, and tennis facilities; ~~and and~~ (May change to reflect the ability to but down up to the entire rate per 70d)

~~c~~^c. the difference between the resident rate and the retail or nonresident rate for any other recreation use fee or rental fee as may be determined by the ~~Board~~Board. (May change to reflect the ability to but down up to the entire rate per 70d)

d. To buy down up to the entire amount of an access fee to District Recreation Venues and Facilities and Programs.

7155. Expiration Date. ~~—~~Recreation Punch Cards shall have a term of one year beginning on ~~June~~ May 1. All Recreation Punch ~~—~~Cards expire on the ~~31st day of May first April 30th~~ following the date of issuance, regardless of when issued during the course of that year.

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~~7256.~~ Transferability. —Recreation —Punch Cards are issued against the ~~parcel~~Parcel and are transferable to anyone who is a Guest of an Owner who was issued the Recreation Punch Cards. Recreation Punch Cards cannot be given to or transferred to any person other than a Guest of the specific Parcel Owner. Recreation Punch Cards cannot be given to or transferred to other Parcel Owners to use for their Guests or used for purposes of other Parcel Owners, and such use will constitute Misconduct under this Ordinance 7, subject to sanctions as set forth below. Recreation Punch Cards are numbered and tied to a specific Parcel and the Parcel Owner to whom the Recreation Punch Card is tied is responsible for the actions and inactions of the Guest, as more fully discussed in Article XI, Paragraph 84 of this Ordinance.

~~7357.~~ Replacement. —Recreation Punch Cards will not be replaced if lost, stolen, destroyed or if the dollar value is exhausted~~used up.~~

~~74.58-~~ Exchange —for Recreation Pass.— Once the Recreation Punch Card is used, it can be exchanged for a Recreation Pass only if all amounts that appear to be punched are paid for by the card holder and a \$15.00 invalidation fee is paid to the District. Transfer of Parcel. To the extent that a Parcel is transferred, and the prior Owner has acquired Recreation Punch Cards from the District ~~for a fiscal year,~~ those Recreation Punch Cards will be invalidated regardless of the balance remaining prior to the issuance of any Recreation Punch Cards to the new Parcel Owner. ~~must be transferred by the prior Owner to the new Owner and the District is not involved in this transfer.~~ Partially used Recreation Punch Cards already issued for a prior year cannot be turned in for new Recreation Punch Cards during the fiscal year, and to the extent that funds have been used on Recreation Punch Cards, no further funds will be added to those Recreation Punch Cards for the balance of the fiscal year.

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~~75.59-~~ Refund. The Recreation Punch Card has no monetary exchange value and therefore cannot be returned to the District for any form of refund or credit.~~7~~

~~76.~~ Each Owner or the Owner's Agent are responsible for procuring and distributing Recreation Punch Cards to Guests of the Owner, and the District does not act as a concierge to assist with Guest use or access to Recreation Punch Cards. Each Owner or the Owner's Agent must inform the Guest as to the rules and procedures with respect to the use of Recreation Punch Cards. ~~except as provided, in paragraph 58 hereof.~~

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ARTICLE IX. GUEST ACCESS

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~~77.~~ District venues have different rate category structures for Guests and different restrictions on the number of Guests and method of Guest access.

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a. Guests at the Championship and Mountain Golf Courses: There are different rates for Resident/IVGID Pass Holder Rate, Guest

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rate (must be present with an IVGID Pass Holder, Hyatt rate and non-IVGID Pass Holder rate).

b. Guests at Diamond Peak, Recreation Center, Tennis Center and Community Programing have an IVGID Pass Holder Rate and a Non-IVGID Pass Holder Rate.

c. Beach access requires that a Guest fee be paid for every Guest entering the Beaches, including Guests on boats that are being launched at the boat launch. Guests can access the Beaches only if they accompany an IVGID Recreation Pass Holder, or if they have a Recreation Punch Card with a dollar balance remaining sufficient to cover the cost of the entire Guest fee for the Guest.

d. Where Owners pay the guest access fee for their guests, the Owners may seek reimbursement from their guests for said fee, and doing so is not a commercial activity.

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ARTICLE X. UNBUILDABLE LOTS

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78. Unbuildable lots that do not have Beach Access Privileges, as of June 1, 2022 will not be eligible for Beach Access Privileges, IVGID Recreation Passes or Recreation Punch Cards.

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79. Unbuildable lots that currently have Recreation Privileges as of June 1, 2022, will continue to receive Recreation Privileges as long as the current Owners own the lots, but not after death, sale or other transfer of the lot, and only so long as the Recreation Fee continues to be assessed and is paid in full.

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80. No unbuildable lots may be subdivided to produce additional Parcels that would receive in excess of the five (5) IVGID Recreation Passes for the unbuildable lot as itwhich existed as of-it existed in May 30, 1968. Except as set forth in the next paragraph 8174, the district will not issue more than five (5) IVGID Recreation Passes for an unbuildable lot as it existed as of May 30, 1968. Notwithstanding the foregoing, if a formerly unbuildable lot, is deemed by the County to be buildable and a residence or commercial property is built on that lot in the future, that Parcel will become eligible for Recreation Privileges.

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81. Unbuildable lots that have been subdivided to produce additional Parcels in the past and are receiving in excess of the 5 Recreation Passes (if any), will be grandfathered to the extent they are currently receiving in excess of the five (5) IVGID Recreation Passes that would have been allocated to that Parcel as it existed as of May 30, 1968, so long as the current Owners own the Parcel, but this right shall not survive the ownership of the current Owners.

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ARTICLE XIVIII. GENERAL USE REQUIREMENTS

~~60. Use of Recreation Pass and/or Card at Golf. A maximum of five (5) Recreation Passes per parcel can be used to obtain discounts for daily access for the District-owned golf courses. No other Recreation Passes can be used to obtain daily discounts at the District-owned golf courses, beyond the five.~~

~~8261. IVGID Recreation Pass or Card Ownership. All Recreation Passes and Cards are the property of the District and must be returned upon request, and/or upon the loss of eligibility by the IVGID Recreation Pass holder. or card holder.~~

~~8362. Deed Restrictions. For clarity, Parcels annexed to the District after May, 30, 1968, are not eligible for District beach access as per deed restrictions listed on the Beach Deed property.~~

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~~8463. Assumption of Risk and Indemnity. In order to bring Guests and persons who are not IVGID Recreation Pass Holders to District Recreational Facilities and Venues, each The Owner and IVGID Recreation Pass Holder must sign an agreement, acknowledging and agreeing that for good and valuable consideration, the receipt and sufficiency of which will be acknowledged:~~

~~(a) the IVGID Recreation Pass Holder is voluntarily using the Recreation facilities,~~

~~(b) the IVGID Recreation Pass Holder assumes all risk of personal injury to himself/herself and to his/her Assignees and Guests, and of loss and damage to, his/her/their personal property resulting from use of the Recreation facilities; and~~

~~(c) the IVGID Recreation Pass Holder and Owner agrees to defend, indemnify and hold the District harmless from and against any and all loss, liability, claims and damage caused by Owner, IVGID Recreation Pass Holder or an Assignee or Guest of Pass Holder to the District, to the District's Property or to third parties, arising out of actions or inactions of Pass Holder or Pass Holder's Assignee's and Guests. or card holder assumes all risk of personal injury to himself and loss of, or damage to, his personal property resulting from use of the recreation facilities.~~

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~~8564. Fraudulent Use. False or misleading information to obtain a Recreation Punch Card or IVGID Recreation Pass, or any fraudulent use of such card or pass, including but not limited to, providing false information in connection with the acquisition of an IVGID Recreation Pass or Punch Card; an Owner or manager of an Owner, or Agent of an Owner, falsely attesting on an Application, to the fact that an Applicant allegedly has a valid and enforceable lease when the applicant does not; or obtaining an Additional Pass for persons who are not Tenants and are outside of the Family Tree on Exhibit "A", will be grounds for voiding one, or more or all Recreation Privileges issued against the parcel Parcel for a period of up to one year, or in the event of multiple or repeated violations, for a longer period of time. The District reserves the right to pursue any other disciplinary and legal action.~~

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Because fraudulent use is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.

8665. Selling of Recreation Privileges or Allowing Others to Use IVGID Recreation Passes. It is strictly forbidden for any IVGID Recreation Pass Holder or other individual to sell an Assignment of Recreation Privileges, or to sell individual IVGID Recreation Passes or Recreation Punch Cards. Any such sales of privileges, passes, or cards is considered to be fraudulent use and will be grounds for voiding one, more or all Recreation Privileges issued against the parcel/Parcel for a period of up to one year, and in the event of multiple or repeated violations for a longer period of time. The District reserves the right to pursue any other disciplinary or legal action against the Owner, the IVGID Recreation Pass holder or the Punch Card Holder, including but not limited to issuing fines against Owners of up to \$_____ per incident. Because selling and otherwise allowing others to improperly use Recreation Privileges ~~this~~ is such a serious action with such serious adverse consequences to the District and others, ~~or~~, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.

8766. Misconduct. Use of the District's facilities by any IVGID Recreation Ppass Hholder or Punch Ceard holder is a privilege. For misconduct or violation of the provisions of this Ordinance, an IVGID Recreation Ppass Hholder or Recreation Punch Ceard Hholder may be removed from the Recreation Venues and Ffacilities and/or his/her Recreation Pprivileges, including the immediate —confiscation of the IVGID Recreation Pass or Recreation Punch Card, which may be suspended for any period deemed appropriate by the District including up to one year, or in the event of multiple or repeated violations, a longer period of time, or those privileges may be revoked, at the District's sole discretion. Misconduct includes but is not limited to:

- a. failure to abide by any rule, policy, procedure, or regulation established by the District and all such supplemental rules, policies, procedures, or regulations established for each recreational facility; or
- b. violation of any law or District ordinance; or
- c. disorderly and/or abusive behavior; or
- d. excessive or improper use of alcohol and/or drugs on Recreation Facilities; or
- e. vandalism or any other form of property damage at Recreation Facilities; or-
- f. violence, fighting, threats of violence, bringing a gun or knife or other weapon onto a District Recreation Facility; or

g. violation of any provision of this Ordinance 7, including but not limited to the provisions prohibiting commercial use of the Beaches and the boat launch at Ski Beach.

The District may in its sole discretion hold the parent(s), conservator, or guardian of a child who engages in willful misconduct ~~may be~~ jointly and severally liable for the resulting damage. (NRS 41.470, as amended.)

8867. Disciplinary Procedures for Misconduct.

a. Incident Report. A ~~District~~ employee may, in a timely fashion, submit a written incident report of facts within that employee's own, personal knowledge concerning the alleged misconduct of ~~an user~~Alleged Violator, regardless of whether that ~~user~~Alleged Violator was removed from the premises for that same alleged misconduct.

b. Removal. ~~Under exigent circumstances, A~~ District employee may request that remove an userAlleged Violator leave from District property or District Venues, in circumstances where there is a threat of bodily harm to a person or a risk of property damage to District owned facilities, and/or a persistent refusal to obey Ordinance 7, an applicable law and/or policies, procedures or regulations of the District (circumstances requiring removal). If the Alleged Violator does not voluntarily leave when requested to do so, the District employee will request that, with or without the assistance of the Washoe County Sheriff's Office remove the Alleged Violator from the District's property or a District Venue. ~~Exigent circumstances include but are not limited to a threat of bodily harm, to him/herself or others, a risk of property damage, and/or a persistent refusal to obey the law and/or policies and procedures, or regulations of the District.~~

(1) Washoe County Sheriff Assistance. The District may request at any time the assistance of the Washoe County Sheriff's Office in maintaining order.

(2) Incident Report. The employee(s) involved in the removal shall file an incident report with the department head of that facility within 24 hours of the occurrence.

c. Suspension, Revocation, or Other Disposition.

(1) Department Head. Within a reasonable time, following receipt of an incident report, the ~~Department Head~~Director of Parks and Recreation may determine that sufficient evidence of serious misconduct exists, indicating adequate grounds for suspension or revocation of privileges. Upon such an assessment, the Director of Parks and Recreation~~Department Head~~ shall provide the ~~user~~Alleged Violator with written notice of the accusation(s) and the possible sanction/penalty which may result. The notice shall also provide the ~~user~~Alleged Violator with the date, time and place at which the ~~user~~Alleged Violator may appear before the Director of Parks and Recreation, Department Head and the accusing employee(s), to respond to

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the claims and to explain the userAlleged Violator's position concerning the incident.

(a) Notice. The written notice shall be signed by the Director of Parks and RecreationDepartment Head and mailed, certified return receipt requested, to the District's record address of the userAlleged Violator. Attached to the notice shall be a copy of the incident report(s). If the userAlleged Violator is a minor, an additional copy of the notice shall be mailed to the parent(s) or person(s) in loco parentis of the userAlleged Violator-minorechild.

(b) Hearing. Within five (5) business days of mailing the written notice, unless otherwise agreed by the Director of Parks and RecreationDepartment Head and the userAlleged Violator, the Director of Parks and RecreationDepartment Head shall hold a hearing to determine the accuracy of the representations contained in the Incident Report and to determine what, if any, further action shall be taken by the District. At this hearing, the employee(s) bringing the charges shall provide testimony and the userAlleged Violator shall have opportunity to respond and explain. At the close of the hearing, the Director of Parks and RecreationDepartment Head may render his/her opinion orally or take the matter under submission. The Department Head-Director of Parks and Recreation shall deliver a written decision concerning the allegations and any resulting suspension or revocation within fivetwo (52) business days following the hearing.

(c) Decision. The Director of Parks and RecreationDepartment Head shall include findings of facts, conclusions of misconduct, and sanction/penalty, if any imposed, in the decision; additionally, the Department Head-Director of Parks and Recreation shall inform the userAlleged Violator in the decision of the userAlleged Violator's right to appeal the decision to the District's General Manager. Such disposition shall include, but not be limited to, the following: suspension, revocation, reprimand (oral or written), or a determination of no action of no misconduct.

(d) Notice of Appeal. In order to avail him/herself of the right to appeal to the General Manager, the userAlleged Violator must so inform the General Manager by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within tentwo (102) business days of issuance of the written opinion.

(2) District General Manager. Within five-twenty (205) business days of the userAlleged Violator's notice of appeal letter, the General Manager shall hear the userAlleged Violator's appeal. Also, at this hearing shall be the charging employee(s) and the deciding Department Head, to respond to the userAlleged Violator's assertions. The General Manager shall render his/her written decision within fivetwo (52) business days of the appellate hearing. In the decision, the General Manager shall uphold, modify, or reverse, in whole

or in part, the Department Head's decision. The General Manager shall advise the ~~user~~Alleged Violator in this written decision of the ~~user~~Alleged Violator's right to appeal the General Manager's decision to the District's Board of Trustees. In order to avail him/herself of the right of final appeal to the Board of Trustees, the ~~user~~Alleged Violator must so inform the Board by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within ~~ten~~five (105) business days of issuance of the written opinion from the General Manager.

(3) Board of Trustees. The Board of Trustees shall hear the ~~user~~Alleged Violator's duly agendized appeal at the Board's next regularly scheduled public meeting. (NRS 241.030 (3) (d)) Nothing contained in the Chapter 241 shall require that any meeting be closed to the public.) ~~This hearing shall be attended by Also, at this hearing shall be the charging employee(s), the deciding Director of Parks and Recreation Department Head, and General Manager, and if requested by the District the District's counsel, to respond to the userAlleged Violator's assertions. If the Director of Parks and Recreation and the General Manager cannot attend the next regularly scheduled meeting, the hearing shall be held within thirty (30) days of the District's receipt of the appeal, or the Alleged Violation shall be expunged.~~ The Board shall render its decision at this hearing. By its decision, the Board shall uphold, modify, or overturn, in whole or in part, the General Manager's decision. The Board's decision is final.

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d. Right of Representation. The ~~user~~Alleged Violator may enlist the assistance of legal counsel, of the ~~user~~Alleged Violator's choice and at his/her expense, at any and all stages of these proceedings.

e. Reservation. Nothing herein shall preclude the District from utilizing any and all legal and/or equitable remedies, in the stead of or in addition to the present procedure.

~~8968.~~ Other Issuance. ~~Save and except as provided in or required by the provisions of the Beach Deed, Nothing in this Ordinance does not apply to or shall prevent the discuss the~~ District from issuing ~~Recreation P~~privileges to employees ~~or former~~ Board members, ~~or anyone else,~~ in the past, present or future, as approved by the Board of Trustees, ~~from time to time; Such privileges shall be the subject of a separate Board policy or policies or ordinance, approved by the Board. Notwithstanding the foregoing, no Beach Privileges may be granted to any employee or Board members, past, present or future, that are contrary to or in violation of the Beach Deed.~~

~~9069.~~ Purchase of Additional IVGID Recreation Passes or Recreation Punch Cards. If any Owner wishes to purchase up to a total of an additional five (Recreation5) IVGID Recreation Passes or Recreation Punch Cards or a combination thereof, the Owner may ~~do so by paying an additional fee as set by the Board, equal to one-fifth of the current~~

~~District Recreation Fee~~ for each IVGID Recreation Pass or Recreation Punch Card for the ~~parcel~~Parcel in question. Additional IVGID Recreation Passes are valid for a period of one (1) year from the date of purchase, unless they expire on an earlier date as provided in paragraph 48 hereof. Out of the available five (5) Additional Cards, up to three (3) Additional IVGID Recreation Passes can be Additional IVGID Recreation Passes that can only be purchased for eligible Family Members listed within the Family Tree, e inof the first degree of consanguinity, parcel owners on Exhibit "A". or residents. Additional Recreation Punch Cards are valid from the date of purchase until the thirty-first (31st) day of May~~first April 30th~~ following the date of purchase and can be used by any individual. Additional IVGID Recreation Passes or Recreation Punch Cards cannot be purchased for Commercial parcels and their tenants.

An application for Additional IVGID Recreation Passes or Additional Recreation Punch Cards must be filed with the District's Parks and Recreation office. The number and relevant information concerning these Additional IVGID Recreation Passes and Recreation Punch Cards shall be separately tracked electronically on an annual basis (by fiscal year) made available by the District to the Board and to the Public, so that the availability of Additional IVGID Recreation Passes and Additional Recreation Punch Cards can be reviewed annually as to the appropriateness of this provision for the purchase of Additional Passes and card. Additional IVGID Recreation Passes do not increase the number of Guests allowed per Parcel if the District imposes any limit on the number of Guests per Parcel or per IVGID Recreation Pass. Additional IVGID Recreation Passes and Recreation Punch Cards cannot be purchased by an Owner of one Parcel for another Parcel owned by the Owner or for another Owner or the purchasing Parcel Owner and the receiving Parcel Owner will be subject to sanctions set forth for Misconduct in this Ordinance. A maximum of five (5) IVGID Recreation Passes per Parcel can be used to obtain discounts for daily access for the District-owned golf courses. Additional IVGID Recreation Passes and Additional Recreation Punch Cards purchased by Owners in excess of the initial five cannot be used to obtain daily discounts at the District-owned golf courses. ~~Additional IVGID Recreation Passes cannot be used to obtain an IVGID Recreation Pass for a Domestic Partners or any individual beyond the first degree of consanguinity.~~

9170. Personal Identification. Prior to issuance of any recreation privilege, identification of the person receiving the privilege may be required in the form of a valid government issued photo identification card, such as an automobile driver's license.

9271. Administration. The General Manager may from time to time recommend to the Board that the Board of Trustees adopt, amend, or rescind rules consistent with this Ordinance. The General Manager shall hold the final authority to interpret this Ordinance and rules adopted thereunder. Such authority shall include the application of

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this ~~O~~rdinance and rules to specific people, ~~parcel~~Parcels, and circumstances. The day- to-day administration of this ~~O~~rdinance is hereby delegated to the Director of Parks and Recreation; provided however no changes or expansions can be made to this Ordinance, except as approved by the Board of Trustees.

ARTICLE ~~XIII~~X. AMENDMENTS

~~9372.~~ Modification of Privileges. —The ~~R~~ecreation ~~P~~rivileges issued under this ~~o~~rdinanceOrdinance shall be modified by the terms of any amendments to this ~~o~~rdinanceOrdinance subsequently adopted by the Board. Nothing in this ~~o~~rdinanceOrdinance shall be deemed to limit the Board's discretion to modify the terms of this ~~o~~rdinanceOrdinance or the application of any such modification to IVGID Recreation Passes, Recreation Punch Cards and other ~~R~~ecreation ~~P~~rivileges outstanding, including alterations in the terms or expiration dates thereof. Nothing in this Ordinance shall grant any permanent rights or privileges to any person or Parcel or Owner, and all rights and privileges set forth herein are subject to the control of, regulation by, and change by the Board in its sole discretion.

~~9473.~~ Effective Date. The effective date of this ~~o~~rdinanceOrdinance was January 1, 1988is June 1, 2022. The terms of this ~~o~~rdinanceOrdinance applied to all ~~R~~ecreation ~~P~~rivileges that were outstanding on that date. The

~~95.~~ Director of Parks and Recreation is empowered to determine how to administer the application of this ~~o~~rdinanceOrdinance to existing privileges, except as set forth in Paragraph 96 below with respect to the application of this Ordinance to the Beaches and Beach Privileges.— The effective date of this amendment shall be June 1, 2022.~~March 26, 1998.~~ The Director of Parks and Recreation and the General Manager shall make reports available to the Board of Trustees as to the impact of the changes in this Ordinance on or before March 1 of each year, commencing on March 1, 2023, at a public meeting, so that the policies and procedures set forth in this Ordinance 7 dated June 1, 2022 can be reviewed. Thereafter, each year, on or about March 1, the policies and procedures set forth in this Ordinance 7 dated June 1, 2022 will be reviewed by the General Manager and Director of Parks and Recreation, with the Board, which review shall include detailed usage information that shall be tracked electronically.

~~96~~ The Board shall set policy and direction on Beach Privileges, and the General Manager or if he/she so designates in writing to the Board of Trustees, the Director of Parks and Recreation, are empowered to administer the application of this Ordinance with respect to Beach Privileges. The General Manager or his/her designee is empowered to administer the application of this Ordinance to all other Recreation Privileges.

FAMILY TREE

Add Domestic Partner to last level of Family Tree.

|

ORDINANCE NO. 7

**(As amended June 13, 1991;
November 17, 1993; May 8, 1995;
June 12, 1995; March 25, 1998 and
proposed on May 26, 2022)**

**An Ordinance Establishing Rates,
Rules and Regulations for IVGID
Recreation Passes and Recreation
Punch Cards by the Incline Village
General Improvement District**

Conformed as of 04-13-2022

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District

Be it ordained by the Board of Trustees of the Incline Village General Improvement District, Washoe County, Nevada, as follows:

ARTICLE I. GENERAL PROVISIONS

1. Short Title. This Ordinance shall be known and may be cited as the "Incline Village General Improvement District Recreation Pass Ordinance."
2. Words and Phrases. For the purpose of this Ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; all words in the singular number shall include the plural number; all words in the masculine shall include the feminine; and all words in the feminine shall include the masculine. Capitalized words are defined in Article II, Definitions, below.
3. Separability. If any section, subsection, sentence, clause or phrase of this Ordinance or the application thereof to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.
4. Posting. The adoption or any revision of this Ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in three (3) public places in the District for ten (10) days following its passage.

ARTICLE II. DEFINITIONS

When used in this Ordinance, the following terms shall have the meanings defined below:

5. Affinity signifies the connection existing in consequence of marriage between each of the married persons and the blood relatives of the other.
6. Agent means the person designated by an Owner to represent the Owner in processing paperwork executed by the Owner and physically receiving any resulting IVGID Recreation Passes and Recreation Punch Cards on behalf of Owner and his/her/its Tenants and Assignees pertaining to the

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

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Assignment of Recreation Privileges. Agents cannot sign documents on behalf of Owners, Tenants or Assignees wherein Owners, Tenants or Assignees either: (a) make representations to the District or (b) agree to indemnify the District or to assume risks as individuals or entities.

7. Applications means the District's form used to apply for Recreation Privileges.
8. Assignment means the execution of a District Assignment of Recreation Privilege form and related documents assigning Recreation Privileges to a Parcel Owner's Family Member identified on the Family Tree in Exhibit "A" or to a Tenant. Assignee means the person to whom an Owner has assigned Recreation Privileges. Assignor is the Owner assigning Recreation Privileges. A Tenant or a Family Tree Member cannot assign Recreation Privileges to another person or entity.
9. Beach Access means the rights and privileges of Parcel Owners to use and access Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach, including but not limited to the privilege to launch watercraft at Ski Beach, and to provide admission for Tenants and Guests, as granted to Owners of Parcels identified in the Beach Deed dated May 30, 1968, conveying the Beaches to Incline Village General Improvement District and granting easements to Parcel Owners. The Beaches are restricted access Beaches and the original Beach Deed states in pertinent part, among other things, that the beaches are "for the use of property owners and their tenants . . . and as the Board of Trustees . . . may determine, the guests of such property owners." Beach Access is separate and distinct from other Recreation Privileges, and has additional rules, regulations, and restrictions as set forth in Article VII below.
10. Beaches means Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach.
11. Beach Deed means that certain Deed made May 30, 1968, recorded in Book 324 at pages 192-194 in the books and records of Washoe County, a copy of which is attached hereto as Exhibit "B"
12. Board means the Board of Trustees of the Incline Village General Improvement District.

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13. Card and Card Holder, is a Recreation Punch Card or an IVGID Recreation Pass, and the person who is in possession of a IVGID Recreation Pass or a Recreation Punch Card.
14. Commercial Tenant means an individual, or corporation, limited liability company (or similar entity) who/which rents, or leases, a commercial property located within the District for the purposes of conducting business or commercial activity, for a term of six (6) months or more.
15. Commercial Use of Beaches means using the Beaches for a commercial purpose or for compensation, and is strictly prohibited unless otherwise authorized by the District.
16. Consanguinity means a blood relationship.
17. County means Washoe County, Nevada.
18. Director of Parks and Recreation means the person appointed as the department head of the Parks and Recreation Department.
19. District means the Incline Village General Improvement District (acting through its duly authorized officers or employees within the scope of their respective duties).
20. Domestic Partnership is a form of legal union available to both homosexual and heterosexual couples in Nevada and other states of the United States.
21. Family Tree means a social unit consisting of people related to the property Owner by marriage and to the extent of the first and second degrees of consanguinity and affinity, including parents, children, grandparents, grandchildren, brothers and sisters, and their spouses, as set forth on Exhibit "A" and incorporated here at by this reference. Persons listed on the Family Tree are eligible to be assigned IVGID Recreation Passes and Recreation Privileges, as more fully set forth below in Article IV of this Ordinance.
22. General Manager means the person appointed by the Board of Trustees as the General Manager of the District.

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23. Guest for Recreation Facilities other than the Beaches means any person invited by an Owner of a Parcel to use District owned Recreation Facilities other than the Beaches.
24. Guest for Beach Access means any person invited by an Owner of a Parcel with Beach Access (as defined in the deed conveying the Beaches to Incline Village General Improvement District on June 4, 1968) to use the District owned Beaches. A property Owner or its Assignees, including Guests, can use the Beaches for recreation purposes only and cannot sell access to the Beaches or receive compensation for access to the Beaches.
25. IVGID Recreation Pass means the non-transferable photo identification pass issued by the district for free access to District Beaches for those Parcels which have Beach Access, and for hourly, daily, and seasonal discounts at other District-owned Recreation Facilities. Subject to the familial limitations set forth in the Family Tree attached hereto as Exhibit "A", the district can sell up to three (3) additional IVGID Recreation Passes to eligible Parcel Owners for their use or for their IVGID Assignment to Family Members listed in the first degree of consanguinity on the Family Tree attached as Exhibit "A", as provided in Article IV.
26. Owner means any person/entity owning fee title to a Parcel within the District, or portion thereof, or any person in whose name the legal title to the property appears, in whole or in part, by deed duly recorded in the County Recorder's office, or any person exercising acts of ownership over the Parcel for the Owner as executor, administrator, guardian or trustee of the Owner. In the case of multiple ownership of a single Parcel, a Parcel shall be entitled to receive only the maximum number of IVGID Recreation Passes and Recreation Punch Cards for Privileges allocated to a single Parcel. In the case of a single Parcel with multiple Owners, or in the case of entity ownership, the multiple Owners or the entity shall designate to the District one (1) individual in writing to direct the District with respect to the issuing of the IVGID Recreation Passes and Recreation Punch Cards.
27. Parcel means a single plot of land within the District, with or without a dwelling or commercial building on it, or a multi-family Parcel that contains more than one Dwelling Unit as defined by the District Recreation Roll, which is assessed and pays a Recreation Facility Fee.
28. Pass Holder means an individual who has been issued an IVGID Recreation Pass or a Recreation Punch Card.

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(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

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29. Recreation and Recreation Facility means any leisure or sports facility, program, or service owned, operated or provided by the District, including, but not limited to, Beaches, parks, playgrounds, athletic fields, trails, Nordic and alpine ski areas, golf courses, recreation centers, tennis courts, pickle ball courts, swimming pools, sports leagues, contests, events, classes, and special events. Notwithstanding the inclusion of "Beaches" within the definition of "Recreation", admission to, access to and use of the Beaches is further restricted to persons with Beach Access as set forth in the Beach Deed and Article VII of this Ordinance.
30. Recreation Punch Card means the transferable card for Recreation Privileges issued by the District to eligible Parcel Owners for use by their Assignees and Guests that can be used to pay some or all of access fees to various District Recreation Facilities and bears a dollar face value established by the Board each fiscal year. A Guest may use a Recreation Punch Card for Access to Recreation Facilities, with or without the accompanying Owner, as more fully described in Article VIII of this Ordinance. The District can sell Additional Recreation Punch Cards to eligible Parcel Owners or assignees for their personal use as provided in Article XI, Paragraph 90 only. A Recreation Punch Card is issued with a dollar value set by the District and cannot be re-filled during that fiscal year after the total dollar value for that fiscal year has been used up.
31. Recreation Fee means the annual Recreation Standby and Service Charge assessed by the District to support recreation services, programs and facilities.
32. Recreation Privilege(s) means any privileges of recreation access or special rates afforded to Recreation Pass holders or Punch Card holders, including the privilege to provide admission for Guests, as provided for in this Ordinance 7. Beach Privileges are specifically limited as set forth in Article VII below. Golf Privileges are specifically limited as set forth in Article VIII below.
33. Resident means any:(i) Owner or Tenant of a residence or buildable lot that is located within the boundaries of the District as constituted by law, or (ii) Owner or Tenant of a commercial property that is located within the boundaries of the District, who resides within the District for purposes of voting within the District, and (iii) A Tenant who must have a lease of a property located within the District with a term of six (6) months or longer.

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34. Residential Tenant means an individual who rents or leases for six (6) months or more, a residence on a Parcel located within the boundaries of the District, as defined above for the purposes of living in same, and is therefore eligible to receive an IVGID Recreation Pass to be issued for a minimum of a six (6) month period. A tenant with a Lease for less than six (6) months is not deemed to be a Resident for any purpose under the Ordinance, and is not entitled to receive an IVGID Recreation Pass. A residential Tenant must present a written lease agreement in the name of the Tenant, or with the Tenant listed as one of the persons authorized to live on the property, and an IVGID Assignment form signed by the Owner attesting to the fact that the lease is a valid and enforceable lease. Notwithstanding the foregoing, if a Residential Tenant ceases to be a Resident of a Parcel within the boundaries of the District, the Owner must immediately notify the District and the IVGID Recreation Pass must immediately be returned to the District. The District will immediately cancel the IVGID Recreation Pass in the name of a former Residential Tenant, upon notification of termination of tenancy.
35. Tenant means a Residential Tenant or a Commercial Tenant which leases a property (with a valid lease) within the District for a lease term of six (6) months or longer.

ARTICLE III. RECREATION PRIVILEGE ELIGIBILITY

36. Eligible Parcels. Each District Parcel which is assessed and has paid in full the current Recreation Facility Fee, is eligible to receive Recreation Privileges as set forth in this Ordinance. Notwithstanding the foregoing sentence, only Parcels which were located within the District as of *May 30, 1968*, and which are assessed by the District and have paid and continue to pay a Recreation Fee which includes a Beach Fee, are eligible to receive a IVGID Recreation Pass with Beach Privileges.
37. Fees Kept Current. All property taxes, special assessments and Recreation Fees on a Parcel must be paid for the current and prior years to maintain the Parcel's eligibility for Recreation Privileges. The District Recreation Facility Fee must be paid by October 1 of the year billed in order to continue receiving Recreation Privileges.
38. Tenant Eligibility. All Tenants of Parcels located within the boundaries of the District, who are Residents, with a Lease of six (6) months or more, are

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eligible to receive an Assignment of Recreation Privileges available to the Parcel that they are renting, provided that they have proof of residency and upon the execution of the District Assignment documents as described in Article IV below.

39. Available Recreation Privileges. Every eligible Parcel may receive any combination of up to five (5) IVGID Recreation Passes or Recreation Punch Cards.

ARTICLE IV. APPLICATION PROCEDURES

40. Application. Application for Recreation Privileges must pertain to a specific, eligible Parcel. An application will be accepted when: (a) filed on the Application Form provided by the District; (b) accompanied by proof of ownership as set forth in Paragraph 41 below; (c) signed by an Owner of the Parcel; and (d) if in the name of other than the Owner, accompanied also by an Assignment form. The form(s) must be filed with the District's Parks and Recreation office, in person, by fax, or by mail, prior to any issue of Recreation Privileges as provided by this Ordinance.

41. Proof of Ownership. Proof of ownership shall be made by presentation of a government issued photo identification together with one of the following forms:

- (a) Written copy of legal deed of title to the Parcel.
- (b) Confirmation of ownership of the Parcel from the County Assessor's office.

42. Proof of Residence. Proof of residence shall be made by submitting a Written copy of legal lease signed by Parcel Owner and Tenant, or authorized Agent, along with written certification on the IVGID Assignment form signed by the Parcel Owner representing that the Assignee is a Tenant, together with one or more of the following forms:

- (a) Valid Nevada Driver's License indicating current street address within the District.
- (b) Verifiable copies of a current utility (phone, electric, water and sewer, etc.) bill in Assignee's name or written certification by the person named on the Lease that the Assignee is a co-tenant.

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- (c) All confirmation must be by written document. Written documents need not be certified except for those signed by Owner; however, the District may require further confirmation of uncertified documents.

- 43. Proof of Commercial Tenancy. Proof of commercial tenancy shall be made with the submittal of (i) a written copy of legal lease signed by the Parcel Owner, or authorized Agent, and Tenant for a period of six (6) months or longer; and (ii) copy of a current utility bill (phone, electric, water or sewer, etc.) in Commercial Tenant's name; and (iii) proof that the individual to receive the Recreation Privilege is a Resident in the case of an IVGID Recreation Pass, but not a Recreation Punch Card; and (iv) proof that the individual holds one of the positions eligible for Assignment (i.e., a Principal or owner of the entity who is a Resident, or to a commercial tenant corporate officer who is a Resident). Confirmation must be by written document. Written documents need not be certified; however, the District may require further confirmation of uncertified documents.

- 44. Application Acceptance. Application will not be accepted on any Parcel if another valid Parcel Owner or resident Application already exists on that Parcel. Any Application will expire with a change of ownership, residency or tenancy where no party listed on the application continues ownership, residency or tenancy. Upon proof of such change to the satisfaction of the District in its sole discretion, and cancellation of the prior IVGID Recreation Passes, Recreation Punch Cards and prior rights. Notwithstanding the foregoing statement, in the case of a change in tenancy, a change in rights for Tenants can only be made every six (6) months, for District administrative purposes and convenience.

- 45. Application Approval. Upon review and verification of the Application by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Application. It is the Applicant's responsibility to provide the District with all information required for approval, including but not limited to the Owner's signature, as required by District forms.

- 46. Application Amendment. To update information on the Application, an approved Application may be amended by any verified Owner of the Parcel, whether or not that Owner signed or submitted the original Application form.

ARTICLE V. ASSIGNMENT OF PRIVILEGES

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

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47. **Assignment Procedures.** Assignment of Recreation Privileges will be accepted when filed on the District Assignment Form and when accompanied by an approved application, or when an approved Application is already on file but has been cancelled, and when signed by any Owner listed on the application. The Assignment form must be filed with the District's Recreation office, in person, by fax, by email, by digital signature, or by mail, and the District may rely upon a copy of the Owner's signature when an original Owner's original signature is not supplied. When there is an Assignment of Recreation Privileges, the Parcel Owner as Assignor must agree to be jointly and severally liable with Assignee respecting any sums of money Assignee owes the District related to the use of Recreation Facilities, damage to recreation facilities and persons and property of other persons, fees or sums owed for the use of all District-owned meeting facilities, and any fines. All Assignments must be for a minimum of six (6) months. If an individual assigned a IVGID Recreation Pass ceases to be a Tenant, the Owner is responsible for and shall immediately advise the District so that the District can cancel the Recreation Privileges, and the IVGID Recreation Pass must be immediately returned by the Tenant or Owner to the District. Even if an Assignment is cancelled in less than 6 months, another pass cannot be issued until the six-month period from issuance of the Card has passed, for District administrative purposes and convenience
48. **Agent Designation.** Any Owner listed on an approved application may designate an Agent by filing and executing an Agent Authorization Form, for processing paperwork and for accepting IVGID Recreation Passes. However, the Owner must sign the Assignment and the Application, and thereby agree to be jointly and severally responsible for all fees, fines, and monies owed to the District by the Tenant and for all damages and loss caused to the District and others by the Assignee. An Owner may only designate one Agent. The District Agent form must be filed with the District's Parks and Recreation office, in person, by fax, by email, by digital signature or by mail. Upon review and verification of the Agent form by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the form. It is the Owner's responsibility to provide the District with all information required for approval. For clarity, the Owner is responsible for all acts of the Agent and of the Assignee and Guest, and for all representations of the Agent and the Assignee. The Agent shall be a family member as set forth on the Family Tree, Exhibit "A" or a licensed Nevada Division of Real Estate property manager or licensee.

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49. Assignment Acceptance by District. An Assignment will not be accepted by the District, on any Parcel, if another valid and outstanding Assignment already exists on that Parcel. An Assignment will expire with a change of ownership, where no party listed as Assignor on the application continues as an Owner of the Parcel. The Assignment form must be signed by the Owner, not by an Agent on behalf of an Owner.

50. Privileges Assignable - Residential Parcels. Every eligible residential Parcel may receive any combination of up to five (5) Cards that are IVGID Recreation Passes or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any property Owner's eligible family member as set forth on the Family Tree at Exhibit "A", or to a Tenant who/which also qualifies under this Ordinance.

51. Privileges Assignable – Commercial Parcels. Every eligible commercial Parcel may receive any combination of up to five (5) cards that are IVGID Recreation Passes and/or Recreation Punch Cards. An IVGID Recreation Pass may be assigned to any individual property Owner's family member as set forth on the Family Tree at Exhibit "A", or if the commercial tenant is an entity, to a Principal or owner of the entity who is a Resident, or to a commercial tenant corporate officer who is a Resident.

52. Assignment Approval. Upon review and verification of the Assignment by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the Assignment. It is the Owner's responsibility to provide the District with all information required for approval, either from the Owner directly or the Owner's Agent, but the Owner is ultimately responsible for the accuracy and truthfulness of all information and representations provided.

53. Assignment Amendments. To update information, the Assignment may be amended, and may only be amended, by the person signing the original Assignment form. Provided, however, that any Owner listed on the approved application or a designated Agent of any listed Owner may add names of persons to be assigned Recreation Privileges, to the extent additional privileges are available, so long as the Owner agrees to remain responsible, and so long as no changes are made to add individuals to get Recreation Privileges in less than six (6) month intervals.

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ARTICLE VI. IVGID RECREATION PASS (ADDITIONAL SPECIAL PROVISIONS CONCERNING BEACH ACCESS AND BEACH ACCESS PRIVILEGES ARE DESCRIBED IN ARTICLE VII BELOW)

- 54. An IVGID Recreation Pass, subject to the other conditions and restrictions of this Ordinance, provides the Pass Holder:
 - a. reduced season pass rates, at District-owned ski, and tennis facilities; and
 - b. reduced daily rates at District-owned golf, ski and tennis facilities; and
 - c. reduced yearly, quarterly, monthly, or weekly membership rates at District-owned Recreation Center; and
 - d. reduced daily rates at the District-owned Recreation Center; and
 - e. reduced rates for the rental of the Chateau, Aspen Grove Community Building, Diamond Peak Ski Lodge, Recreation Center, and District-owned athletic fields; and
 - f. watercraft launching access at the District-owned boat ramp, for a fee; and
 - g. The ability to bring Guest(s) to District-owned Beaches for a fee, when accompanying an IVGID Recreation Pass Holder; and
 - h. any other Recreation Privileges determined by the Board.

- 55. Term of Pass Issuance. The IVGID Recreation Pass of any person will be limited to a term of not less than six (6) months or more than five (5) years. If no term is specified, the minimum six-month term shall apply.

- 56. IVGID Recreation Pass Expiration. An IVGID Recreation Pass expires when:
 - a. the stated expiration date has been exceeded; or
 - b. the Parcel changes ownership, in which case the former Owner must return his/her/its IVGID Recreation Passes to the District; or
 - c. the IVGID Recreation Pass is withdrawn or reassigned to another individual by the Owner or his Agent; or
 - d. payment of the District Recreation Fee is delinquent, or
 - e. the IVGID Recreation Pass is voided pursuant to this Ordinance; or
 - f. the lease of a Tenant expires or terminates, with or without notice to IVGID from the Owner.

- 57. No Ability to Transfer IVGID Recreation Passes. All IVGID Recreation Passes shall be issued for the sole use of the pass holder and are non-

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transferable. If an IVGID Recreation Pass is transferred, lent, given, sold, offered or used by a person other than the individual identified on the IVGID Recreation Pass, the violation of this paragraph **49** of this Ordinance 7 will result in immediate sanctions against the offending Parcel Owner, including but not limited to, in the case of knowing or willful violation of this Ordinance, up to the immediate loss of the IVGID Recreation Pass and the Pass Holder, and loss of all of their IVGID Recreation Privileges for a period of up to one (1) year or longer, from the date the IVGID Recreation Pass is cancelled by the District, as determined by the General Manager in his sole and absolute discretion.

58. Responsibilities of IVGID Recreation Pass Holder. It is the responsibility of the Pass Holder to:

- a. renew his/her pass on or before the expiration date shown on the pass;
- b. report lost, stolen, or destroyed passes;
- c. return all valid passes when eligibility to use passes has expired or when asked by the District to surrender the passes;
- d. be responsible for the conduct of his/her Guests and Assigns, and to inform Guests and Assigns and assure compliance by the IVGID Recreation Pass Holder and his/her Guests and Assigns with all rules and regulations of the Recreation Facilities, and be responsible for any liability, loss or damages resulting from all such individual's use of the District's Recreation Facilities, or presence in, or at, or use of the Recreation Facilities.
- e. be responsible to secure his/her IVGID Recreation Pass and never allow or authorize another individual to use it for any purpose whatsoever.

59. Lost/Stolen IVGID Recreation Pass. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to replace any IVGID Recreation Pass that is lost or stolen prior to its date of expiration.

60. Reassignment Fee. Reassignment will not be allowed within the initial six months of pass issuance except for the following conditions: (a) the Parcel on which the pass is issued changes title; or (b) the passholder is deceased. In the event of a reassignment where the issued passes are not returned, there will be a charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, assessed to the Parcel

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Owner. New passes will not be issued for any other individuals unless this fee is paid or the passes are returned.

61. Ownership Transfer Fee. A charge per Card, in such amount as the District shall set in a Schedule of Fees from time to time, will be assessed to the new Owner of a Parcel if the IVGID Recreation Passes issued on the Parcel are not returned to the District when a property changes ownership.

ARTICLE VII. BEACH ACCESS PRIVILEGES SPECIAL RULES

62. It is the intent of the District to adopt provisions under this Article VII to comply with the Deed dated June 4, 1968, including but not limited to page 1 line 28 – page 2, line 7, which states that the beaches “shall be held, maintained and used by grantee, its successors and assigns, only for the purposes of recreation by, and for the benefit of, property owners and their tenants...and as the Board of Trustee of said District may determine, the guests of such property owners...” Further, the Deed provides that “the Board of Trustees shall have the authority to control, regulate, maintain and improve said property” Therefore, rules and implementation of rules and regulations of the Beaches will be reviewed by the District Board from time to time, separate and apart from review of the entire Ordinance 7, to assure such reasonable compliance and efficient operations and maintenance.
63. IVGID Recreation Pass Holders have unlimited access to the Beaches for themselves and may bring Guests to the Beach if the passholder accompany them and pay the District Beach Guest fee. Recreation Punch Cards may be given to Guests who may have Beach Access up to the total dollar credit on the Recreation Punch Card, and the Owner need not accompany such Guests. Each Guest accessing the Beaches shall pay the applicable Beach Guests access fee.
64. Access to Beaches under the Beach Deed: Persons who do not have an IVGID Recreation Pass in their name may only access the Beaches if they are in possession of a Recreation Punch Card with sufficient remaining funds to pay their Guest fee or if they are Guests accompanying an Owner at the entrance gate, and in compliance with the provisions of this Articles VII governing Guest Access. The Beaches are not open to the public.
65. It is further the intent of the District to adopt provisions under this Article VII to avoid or limit over-crowding at the Beaches both to further the intent of the Deed and for public safety and convenience of the District.

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

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- a. Unless accompanied by a District Picture Pass Holder who purchases a Guest entrance, a Guest can only access the Beaches with a valid Recreation Punch Card that has the applicable value remaining on the Recreation Punch Card to cover the total cost of entrance to the Beaches for each person accompanying the recreation Punch Card.
 - b. Trustees to discuss and consider requiring that all guests be present with an IVGID Pas Holder at the Beach gates to enter, regardless of whether or not the parcel owner or Guest have a Recreation Punch Card.
 - c. The Committee recommends considering placing a limit on the total number of guests a Parcel and/or IVGID Picture Pass Holder can bring to the Beach during the peak season or, alternatively on a daily basis during peak season, except in the case of a reservation for a large group. This may be something that the district could implement after evaluating one to two years of revisions to the existing Ordinance on an "if needed" basis.
66. Parcels that were annexed to the District after *May 30, 1968*, are NOT eligible for Beach Access, per deed restrictions listed on the Beaches.
67. Commercial Use of the Beaches. Commercial Use of the Beaches, includes but is not limited to offering of Beach Access or Beach Privileges to customers or any person for remuneration or offering Beach Access or Beach Privileges as an inducement to a potential customer by a business or a business enterprise.
68. Boat launching by a commercial enterprise at Ski Beach or any other of the District's restricted access Beaches. Boat launching by a commercial enterprise at Ski Beach or any other of the District's restricted access Beaches is prohibited except as follows: (1) Commercial watercraft operations owners who are Parcel Owners and IVGID Recreation Pass Holders are allowed to launch boats for their own personal recreation use. (ii) If an IVGID Recreation Pass Holder owns a boat which is stored at a local commercial business, and the local commercial business brings the boat and launches it for the IVGID Recreation Pass Holder's recreational use of the boat at any of the District's Beaches or picks up the IVGID Recreation Pass Holder in the water, this is deemed a permissible non-commercial activity, for the benefit of the IVGID Recreation Pass Holder, not a commercial use for the commercial boat business. (iii) If a local commercial business brings a boat to pick up its customers who are IVGID

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Recreation Pass Holders, and who are paying the business to rent the boat hourly or daily, this is deemed a permissible non-commercial recreation activity for the benefit of the IVGID Recreation Pass Holder, not a commercial use for the commercial boat business.

69. Marketing of Beach Access is prohibited. No IVGID Recreation Pass Holder shall market or authorize the marketing of Beach Access for any commercial purpose or in connection with offering anything for sale, lease, license or valuable consideration to the IVGID Recreation Pass Holder.

ARTICLE VIII. RECREATION PUNCH CARD

70. A Recreation Punch Card provides the cardholder with a face value of Recreation Privileges, determined by the Board, which may be applied toward:

- a. The Guest rate for daily Beach Access, daily boat and jet ski launching; and
- b. the difference between the resident rate and the retail or nonresident rate for daily access to the District-owned golf, ski, recreation center, and tennis facilities; and (May change to reflect the ability to but down up to the entire rate per 70d)
- c. the difference between the resident rate and the retail or nonresident rate for any other recreation use fee or rental fee as may be determined by the Board. (May change to reflect the ability to but down up to the entire rate per 70d)
- d. To buy down up to the entire amount of an access fee to District Recreation Venues and Facilities and Programs.

71. Expiration Date. Recreation Punch Cards shall have a term of one year beginning on June 1. All Recreation Punch Cards expire on the 31st day of May following the date of issuance, regardless of when issued during the course of that year.

72. Transferability. Recreation Punch Cards are issued against the Parcel and are transferable to anyone who is a Guest of an Owner who was issued the Recreation Punch Card. Recreation Punch Cards cannot be given to or transferred to any person other than a Guest of the specific Parcel Owner. Recreation Punch Cards cannot be given to or transferred to other Parcel Owners to use for their Guests or used for purposes of other Parcel Owners, and such use will constitute Misconduct under this Ordinance 7,

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subject to sanctions as set forth below. Recreation Punch Cards are numbered and tied to a specific Parcel and the Parcel Owner to whom the Recreation Punch Card is tied is responsible for the actions and inactions of the Guest, as more fully discussed in Article XI, Paragraph 84 of this Ordinance.

73. Replacement. Recreation Punch Cards will not be replaced if lost, stolen, destroyed or if the dollar value is exhausted.
74. Transfer of Parcel. To the extent that a Parcel is transferred, and the prior Owner has acquired Recreation Punch Cards from the District , those Recreation Punch Cards will be invalidated regardless of the balance remaining prior to the issuance of any Recreation Punch Cards to the new Parcel Owner.
75. Refund. The Recreation Punch Card has no monetary exchange value and therefore cannot be returned to the District for any form of refund or credit.
76. Each Owner or the Owner's Agent are responsible for procuring and distributing Recreation Punch Cards to Guests of the Owner, and the District does not act as a concierge to assist with Guest use or access to Recreation Punch Cards. Each Owner or the Owner's Agent must inform the Guest as to the rules and procedures with respect to the use of Recreation Punch Cards.

ARTICLE IX. GUEST ACCESS

77. District venues have different rate category structures for Guests and different restrictions on the number of Guests and method of Guest access.
 - a. Guests at the Championship and Mountain Golf Courses: There are different rates for Resident/IVGID Pass Holder Rate, Guest rate (must be present with an IVGID Pass Holder, Hyatt rate and non-IVGID Pass Holder rate.
 - b. Guests at Diamond Peak, Recreation Center, Tennis Center and Community Programing have an IVGID Pass Holder Rate and a Non-IVGID Pass Holder Rate.
 - c. Beach access requires that a Guest fee be paid for every Guest entering the Beaches, including Guests on boats that are being launched at the boat launch. Guests can access the Beaches only if they accompany an IVGID Recreation Pass Holder, or if they have

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- a Recreation Punch Card with a dollar balance remaining sufficient to cover the cost of the entire Guest fee for the Guest.
- d. Where Owners pay the guest access fee for their guests, the Owners may seek reimbursement from their guests for said fee, and doing so is not a commercial activity.

ARTICLE X. UNBUILDABLE LOTS

78. Unbuildable lots that do not have Beach Access Privileges as of June 1, 2022 will not be eligible for Beach Access Privileges, IVGID Recreation Passes or Recreation Punch Cards.
79. Unbuildable lots that currently have Recreation Privileges as of June 1, 2022 will continue to receive Recreation Privileges as long as the current Owners own the lots, but not after death, sale or other transfer of the lot, and only so long as the Recreation Fee continues to be assessed and is paid in full.
80. No unbuildable lots may be subdivided to produce additional Parcels that would receive in excess of the five (5) IVGID Recreation Passes for the unbuildable lot as it existed as of May 30, 1968. Except as set forth in the next paragraph 81, the district will not issue more than five (5) IVGID Recreation Passes for an unbuildable lot as it existed as of May 30, 1968. Notwithstanding the foregoing, if a formerly unbuildable lot is deemed by the County to be buildable and a residence or commercial property is built on that lot in the future, that Parcel will become eligible for Recreation Privileges.
81. Unbuildable lots that have been subdivided to produce additional Parcels in the past and are receiving in excess of the 5 Recreation Passes (if any), will be grandfathered to the extent they are currently receiving in excess of the five (5) IVGID Recreation Passes that would have been allocated to that Parcel as it existed as of May 30, 1968, so long as the current Owners own the Parcel, but this right shall not survive the ownership of the current Owners.

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ARTICLE XI. GENERAL USE REQUIREMENTS

- 82. IVGID Recreation Pass Ownership. All Recreation Passes are the property of the District and must be returned upon request, and/or upon the loss of eligibility by the IVGID Recreation Pass holder.

- 83. Deed Restrictions. For clarity, Parcels annexed to the District after May 30, 1968, are not eligible for District beach access as per deed restrictions listed on the Beach Deed.

- 84. Assumption of Risk and Indemnity. In order to bring Guests and persons who are not IVGID Recreation Pass Holders to District Recreational Facilities and Venues, each Owner and IVGID Recreation Pass Holder must sign an agreement, acknowledging and agreeing that for good and valuable consideration, the receipt and sufficiency of which will be acknowledged:
 - a. the IVGID Recreation Pass Holder is voluntarily using the Recreation facilities,
 - b. the IVGID Recreation Pass Holder assumes all risk of personal injury to himself/herself and to his/her Assignees and Guests, and of loss and damage to, his/her/their personal property resulting from use of the Recreation facilities; and
 - c. the IVGID Recreation Pass Holder and Owner agrees to defend, indemnify and hold the District harmless from and against any and all loss, liability, claims and damage caused by Owner, IVGID Recreation Pass Holder or an Assignee or Guest of Pass Holder to the District, to the District's Property or to third parties, arising out of actions or inactions of Pass Holder or Pass Holder's Assignee's and Guests.

- 85. Fraudulent Use. False or misleading information to obtain a Recreation Punch Card or IVGID Recreation Pass, or any fraudulent use of such card or pass, including but not limited to, providing false information in connection with the acquisition of an IVGID Recreation Pass or Punch Card; an Owner or manager of an Owner, or Agent of an Owner, falsely attesting on an Application, to the fact that an Applicant allegedly has a valid and enforceable lease when the applicant does not; or obtaining an Additional Pass for persons who are not Tenants and are outside of the Family Tree on Exhibit "A", will be grounds for voiding one, or more or all Recreation Privileges issued against the Parcel for a period of up to one

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year, or in the event of multiple or repeated violations, for a longer period of time. The District reserves the right to pursue any other disciplinary and legal action. Because fraudulent use is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.

86. Selling of Recreation Privileges or Allowing Others to Use IVGID Recreation Passes. It is strictly forbidden for any IVGID Recreation Pass Holder or other individual to sell an Assignment of Recreation Privileges, or to sell individual IVGID Recreation Passes or Recreation Punch Cards. Any such sales of privileges, passes, or cards is considered to be fraudulent use and will be grounds for voiding one, more or all Recreation Privileges issued against the Parcel for a period of up to one year, and in the event of multiple or repeated violations for a longer period of time. The District reserves the right to pursue any other disciplinary or legal action against the Owner, the IVGID Recreation Pass holder or the Punch Card Holder. Because selling and otherwise allowing others to improperly use Recreation Privileges is such a serious action with such serious adverse consequences to the District and others, Owners are urged to advise all persons who receive IVGID Recreation Passes or Recreation Punch Cards on their Parcel, of the serious consequences of taking these prohibited actions.

87. Misconduct. Use of the District's facilities by any IVGID Recreation Pass Holder or Punch Card holder is a privilege. For misconduct or violation of the provisions of this Ordinance, an IVGID Recreation Pass Holder or Recreation Punch Card Holder may be removed from the Recreation Venues and Facilities and/or his/her Recreation Privileges, including the immediate confiscation of the IVGID Recreation Pass or Recreation Punch Card, which may be suspended for any period deemed appropriate by the District including up to one year, or in the event of multiple or repeated violations, a longer period of time, or those privileges may be revoked, at the District's sole discretion. Misconduct includes but is not limited to:

- a. failure to abide by any rule, policy, procedure, or regulation established by the District and all such supplemental rules, policies, procedures, or regulations established for each recreational facility; or
- b. violation of any law or District ordinance; or

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- c. disorderly and/or abusive behavior; or
- d. excessive or improper use of alcohol and/or drugs on Recreation Facilities; or
- e. vandalism or any other form of property damage at Recreation Facilities; or
- f. violence, fighting, threats of violence, bringing a gun or knife or other weapon onto a District Recreation Facility; or
- g. violation of any provision of this Ordinance 7, including but not limited to the provisions prohibiting commercial use of the Beaches and the boat launch at Ski Beach.

The District may in its sole discretion hold the parent(s), conservator, or guardian of a child who engages in willful misconduct jointly and severally liable for the resulting damage. (NRS 41.470, as amended.)

88. Disciplinary Procedures for Misconduct.

- a. Incident Report. A District employee may, in a timely fashion, submit a written incident report of facts within that employee's own, personal knowledge concerning the alleged misconduct of an Alleged Violator, regardless of whether that Alleged Violator was removed from the premises for that same alleged misconduct.
- b. Removal. A District employee may request that an Alleged Violator leave District property or District Venues, in circumstances where there is a threat of bodily harm to a person or a risk of property damage to District owned facilities, and/or a persistent refusal to obey Ordinance 7, an applicable law and/or policies, procedures or regulations of the District (circumstances requiring removal). If the Alleged Violator does not voluntarily leave when requested to do so, the District employee will request that the Washoe County Sheriff's Office remove the Alleged Violator from the District's property or a District Venue.
 - (1) Washoe County Sheriff Assistance. The District may request at any time the assistance of the Washoe County Sheriff's Office in maintaining order.
 - (2) Incident Report. The employee(s) involved in the removal shall file an incident report with the department head of that facility within 24 hours of the occurrence.

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c. Suspension, Revocation, or Other Disposition.

- (1) Department Head. Within a reasonable time, following receipt of an incident report, the Director of Parks and Recreation may determine that sufficient evidence of serious misconduct exists, indicating adequate grounds for suspension or revocation of privileges. Upon such an assessment, the Director of Parks and Recreation shall provide the Alleged Violator with written notice of the accusation(s) and the possible sanction/penalty which may result. The notice shall also provide the Alleged Violator with the date, time and place at which the Alleged Violator may appear before the Director of Parks and Recreation, to respond to the claims and to explain the Alleged Violator's position concerning the incident.
 - (a) Notice. The written notice shall be signed by the Director of Parks and Recreation and mailed, certified return receipt requested, to the District's record address of the Alleged Violator. Attached to the notice shall be a copy of the incident report(s). If the Alleged Violator is a minor, an additional copy of the notice shall be mailed to the parent(s) or person(s) in loco parentis of the Alleged Violator-minor.
 - (b) Hearing. Within five (5) business days of mailing the written notice, unless otherwise agreed by the Director of Parks and Recreation and the Alleged Violator, the Director of Parks and Recreation shall hold a hearing to determine the accuracy of the representations contained in the Incident Report and to determine what, if any, further action shall be taken by the District. At this hearing, the employee(s) bringing the charges shall provide testimony and the Alleged Violator shall have opportunity to respond and explain. At the close of the hearing, the Director of Parks and Recreation may render his/her opinion orally or take the matter under submission. The Director of Parks and Recreation shall deliver a written decision concerning the allegations and any resulting suspension or revocation within five (5) business days following the hearing.
 - (c) Decision. The Director of Parks and Recreation shall include findings of facts, conclusions of misconduct, and sanction/penalty, if any imposed, in the decision;

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- additionally, the Director of Parks and Recreation shall inform the Alleged Violator in the decision of the Alleged Violator's right to appeal the decision to the District's General Manager. Such disposition shall include, but not be limited to, the following: suspension, revocation, reprimand (oral or written), or a determination of no action or no misconduct.
- (d) Notice of Appeal. In order to avail him/herself of the right to appeal to the General Manager, the Alleged Violator must so inform the General Manager by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within ten (10) business days of issuance of the written opinion.
- (2) District General Manager. Within twenty (20) business days of the Alleged Violator's notice of appeal letter, the General Manager shall hear the Alleged Violator's appeal. Also, at this hearing shall be the charging employee(s) and the deciding Department Head, to respond to the Alleged Violator's assertions. The General Manager shall render his/her written decision within five (5) business days of the appellate hearing. In the decision, the General Manager shall uphold, modify, or reverse, in whole or in part, the Department Head's decision. The General Manager shall advise the Alleged Violator in this written decision of the Alleged Violator's right to appeal the General Manager's decision to the District's Board of Trustees. In order to avail him/herself of the right of final appeal to the Board of Trustees, the Alleged Violator must so inform the Board by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within ten (10) business days of issuance of the written opinion from the General Manager.
- (3) Board of Trustees. The Board of Trustees shall hear the Alleged Violator's duly agendized appeal at the Board's next regularly scheduled public meeting. (NRS 241.030 (3) (d)) Nothing contained in the Chapter 241 shall require that any meeting be closed to the public.) This hearing shall be attended by the Director of Parks and Recreation and General Manager, and if requested by the District the District's counsel, to respond to the Alleged Violator's assertions. If the Director of Parks and Recreation and the General Manager cannot

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attend the next regularly scheduled meeting, the hearing shall be held within thirty (30) days of the District's receipt of the appeal, or the Alleged Violation shall be expunged. The Board shall render its decision at this hearing. By its decision, the Board shall uphold, modify, or overturn, in whole or in part, the General Manager's decision. The Board's decision is final.

- d. Right of Representation. The Alleged Violator may enlist the assistance of legal counsel, of the Alleged Violator's choice and at his/her expense, at any and all stages of these proceedings.
 - e. Reservation. Nothing herein shall preclude the District from utilizing any and all legal and/or equitable remedies, in the stead of or in addition to the present procedure.
89. Other Issuance. Save and except as provided in or required by the provisions of the Beach Deed, this Ordinance does not apply to or discuss the District issuing Recreation Privileges to employees or Board members, in the past, present or future, as approved by the Board of Trustees, from time to time; Such privileges shall be the subject of a separate Board policy or policies or ordinance, approved by the Board. Notwithstanding the foregoing, no Beach Privileges may be granted to any employee or Board members, past, present or future, that are contrary to or in violation of the Beach Deed.
90. Purchase of Additional IVGID Recreation Passes or Recreation Punch Cards. If any Owner wishes to purchase up to a total of an additional five (5) IVGID Recreation Passes or Recreation Punch Cards or a combination thereof, the Owner may do so by paying an additional fee as set by the Board, for each IVGID Recreation Pass or Recreation Punch Card for the Parcel in question. Additional IVGID Recreation Passes are valid for a period of one (1) year from the date of purchase, unless they expire on an earlier date as provided in paragraph 48 hereof. Out of the available five (5) Additional Cards, up to three (3) Additional IVGID Recreation Passes can be Additional IVGID Recreation Passes that can only be purchased for eligible Family Members listed within the Family Tree, on Exhibit "A". Additional Recreation Punch Cards are valid from the date of purchase until the thirty-first (31st) day of May following the date of purchase and can be used by any individual. Additional IVGID Recreation Passes or Recreation Punch Cards cannot be purchased for Commercial Parcels and their Tenants.

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An application for Additional IVGID Recreation Passes or Additional Recreation Punch Cards must be filed with the District's Parks and Recreation office. The number and relevant information concerning these Additional IVGID Recreation Passes and Recreation Punch Cards shall be separately tracked electronically on an annual basis (by fiscal year) made available by the District to the Board and to the Public, so that the availability of Additional IVGID Recreation Passes and Additional Recreation Punch Cards can be reviewed annually as to the appropriateness of this provision for the purchase of Additional Passes and card. Additional IVGID Recreation Passes do not increase the number of Guests allowed per Parcel if the District imposes any limit on the number of Guests per Parcel or per IVGID Recreation Pass. Additional IVGID Recreation Passes and Recreation Punch Cards cannot be purchased by an Owner of one Parcel for another Parcel owned by the Owner or for another Owner or the purchasing Parcel Owner and the receiving Parcel Owner will be subject to sanctions set forth for Misconduct in this Ordinance. A maximum of five (5) IVGID Recreation Passes per Parcel can be used to obtain discounts for daily access for the District-owned golf courses. Additional IVGID Recreation Passes and Additional Recreation Punch Cards purchased by Owners in excess of the initial five cannot be used to obtain daily discounts at the District-owned golf courses.

91. Personal Identification. Prior to issuance of any recreation privilege, identification of the person receiving the privilege may be required in the form of a valid government issued photo identification card, such as an automobile driver's license.
92. Administration. The General Manager may from time to time recommend to the Board that the Board of Trustees adopt, amend, or rescind rules consistent with this Ordinance. The General Manager shall hold the final authority to interpret this Ordinance and rules adopted thereunder. Such authority shall include the application of this Ordinance and rules to specific people, Parcels, and circumstances. The day- to-day administration of this Ordinance is hereby delegated to the Director of Parks and Recreation; provided however no changes or expansions can be made to this Ordinance, except as approved by the Board of Trustees.

ARTICLE XII. AMENDMENTS

93. Modification of Privileges. The Recreation Privileges issued under this Ordinance shall be modified by the terms of any amendments to this

ORDINANCE NO. 7

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

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Ordinance subsequently adopted by the Board. Nothing in this Ordinance shall be deemed to limit the Board's discretion to modify the terms of this Ordinance or the application of any such modification to IVGID Recreation Passes, Recreation Punch Cards and other Recreation Privileges outstanding, including alterations in the terms or expiration dates thereof. Nothing in this Ordinance shall grant any permanent rights or privileges to any person or Parcel or Owner, and all rights and privileges set forth herein are subject to the control of, regulation by, and change by the Board in its sole discretion.

94. Effective Date. The effective date of this Ordinance is June 1, 2022. The terms of this Ordinance applied to all Recreation Privileges that were outstanding on that date.
95. The Director of Parks and Recreation is empowered to determine how to administer the application of this Ordinance to existing privileges, except as set forth in Paragraph 96. below with respect to the application of this Ordinance to the Beaches and Beach Privileges. The effective date of this amendment shall be June 1, 2022. The Director of Parks and Recreation and the General Manager shall make reports available to the Board of Trustees as to the impact of the changes in this Ordinance on or before March 1 of each year, commencing on March 1, 2023, at a public meeting, so that the policies and procedures set forth in this Ordinance 7 dated June 1, 2022 can be reviewed. Thereafter, each year, on or about March 1, the policies and procedures set forth in this Ordinance 7 dated June 1, 2022 will be reviewed by the General Manager and Director of Parks and Recreation, with the Board, which review shall include detailed usage information that shall be tracked electronically.
96. The Board shall set policy and direction on Beach Privileges, and the General Manager or if he/she so designates in writing to the Board of Trustees, the Director of Parks and Recreation, are empowered to administer the application of this Ordinance with respect to Beach Privileges. The General Manager or his/her designee is empowered to administer the application of this Ordinance to all other Recreation Privileges.

ORDINANCE NO. 7

(As amended June 13, 1991; November 17, 1993; May 8, 1995; June 12, 1995; March 25, 1998 and proposed on May 26, 2022)

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FAMILY TREE

EXHIBIT A TO ORDINANCE 7

Relationship #	Property Owner		Relationship #	Spouse of Property Owner
0	Owner/Co-Owner	FIRST DEGREE	00	Owner/Co-Owner
1	Mother		7	Mother
2	Mother's Spouse		8	Mother's Spouse
3	Father		9	Father
4	Father's Spouse		10	Father's Spouse
5	Children		11	Children
6	Child's Spouse		12	Child's Spouse
13	Grandmother	SECOND DEGREE	23	Grandmother
14	Grandmother's Spouse		24	Grandmother's Spouse
15	Grandfather		25	Grandfather
16	Grandfather's Spouse		26	Grandfather's Spouse
17	Grandchildren		27	Grandchildren
18	Grandchild's Spouse		28	Grandchild's Spouse
19	Sister		29	Sister
20	Sister's Spouse		30	Sister's Spouse
21	Brother		31	Brother
22	Brother's Spouse		32	Brother's Spouse
23	Domestic Partner		33	Domestic Partner
24	Domestic Partner's Partner		34	Domestic Partner's Partner

MINUTES

REGULAR MEETING OF MARCH 30, 2022 Incline Village General Improvement District

At 5 p.m. on Tuesday, March 30, 2022, Board Chairman Callicrate made a motion to enter into closed session, Trustee Dent seconded the motion. Board Chairman Callicrate called the question and the motion was passed unanimously. The closed session started at 5:05 p.m. At 5:15 p.m., Board Chairman Callicrate made a motion to leave closed session. Trustee Dent seconded the motion. Board Chairman Callicrate called the question and the motion was passed unanimously.

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Board Chairman Tim Callicrate on Tuesday, March 30, 2022 at 6:00 p.m. at the Boardroom located at 893 Southwood Boulevard, Incline Village, Nevada.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF TRUSTEES*

On roll call, present were Trustees Tim Callicrate, Matthew Dent, Sara Schmitz, Michaela Tonking, and Kendra Wong.

Members of Staff present were Director of Human Resources Erin Feore, District General Counsel Josh Nelson, Director of Finance Paul Navazio, Director of Public Works Brad Underwood, General Manager Diamond Peak Ski Resort Mike Bandelin, and Director of Golf/Community Services Darren Howard. Members of the public physically present were Katherine Holland, Joe Schulz, Gayle Krolick, Jack Dalton, and Michael Briggs.

C. INITIAL PUBLIC COMMENTS*

Katherine Holland said she has been a resident of Incline Village for 22 years. She is just one of the over 1000 golfers who are residents and voters that play our golf courses. They are one of many wonderful recreational assets that we residents pay a rec fee to use. These and our other rec facilities should continue to be for the primary use of residents. She is also a member of the golf advisory committee which was requested to be created by the Board. We all have worked very hard to review the golf course operations including the financials. We are proud of our courses and strongly support our golf course personnel. And importantly, we support the proposed pricing, including the increases for the upcoming year and recommend the Board approve the proposal being presented tonight. However,

we are disturbed that the golf course revenues are grossly understated due to bizarre accounting used by IVGID. Community, public golf courses, and even most private golf courses include all the revenues that are directly attributed to golf operations as part of overall golf financials. This would include merchandise sold in the golf shop, range balls, golf club rental fees and food and beverage at the grill & snack bar. Additionally, our golf course revenues also exclude the over \$100,000 annually in revenue that our resident golf clubs spend on the food and beverage events held at the Chateau. We urge you to keep our golf courses for the primary use of all residents, approve the golf fee proposal being presented tonight and fix the accounting to accurately reflect all golf and golf associated revenues. Thank you.

Michael Briggs said he is a resident of Incline Village. He is the Vice President of TIGC. These comments are my own. First, he endorses the proposed 2022 Golf Rate Schedule. Second, he has a big concern that IVGID is placing all of the golf course maintenance and operating costs and a vast majority of the depreciation of the Chateau into the “cost per round of golf” while golf-related revenues are excluded from the “revenue per round of golf.” That is not right. Despite a venue-specific pricing policy set by this Board, the Golf Advisory Committee was told that members of the Board of Trustees require golf-related revenues be placed into silos and not aggregated for the Championship Golf Course venue. Golf-related revenues excluded from the “revenue per round” include:

- a. Driving range
- b. Pro shop merchandise
- c. Food & beverage in the grille and snack bar
- d. Pre-booking fees and no-show fees
- e. Golf lessons
- f. Golf club rentals
- g. Banquets, luncheons, weddings and other events at the Chateau.

The result is that it appears that golf course greens fees and play passes are expected to cover the vast majority of golf course and Chateau costs while all the related revenues that likely wouldn't exist or be as great without the golf course pay only their direct costs. It's not right. Either put everything – revenues and costs – in one bucket and hold the person-in-charge accountable or allocate all of the golf course and Chateau costs fairly. For example, the depreciation of the Chateau is allocated 55% to Golf Operations and 45% to Facilities, but golfers don't use the building to that extent. The vast majority of the pro shop floor space is for golf merchandise sales – but those revenues are in a separate silo. Same with the Grille. Another example, the weddings held at the Championship Course are not staged in the parking lot, they are held on the 10th tee of the golf course. Apparently, costs of maintaining the golf course and most of the Chateau's depreciation are not allocated at all to weddings. The same is true for lunches and

dinners at the Chateau where the golf groups spent almost \$150,000 in 2021. The bottom line is the Board of Trustees is asking that greens fees and play pass holders cover all golf course maintenance and operating costs plus 55% of the Chateau's depreciation while excluding too many golf-related revenues that get a free ride on the cost of the golf course and Chateau.

Joe Schulz said what a pleasure to be here and that he wanted to thank each of every one of you and collectively for holding this meeting in person. It has been a long time since we have had a face to face meeting and noted that he is not a fan of Zoom meetings as they don't affect the communications of everything. He didn't expect to talk about the golf courses but, he will. It is a complicated issue that can be seen as a quagmire.

Dick Warren said Item F7 – Mark Smith v. IVGID - Approve funds for a third-party review of the remaining privileged emails at a not-to-exceed amount of \$10,000. Why are we doing this? Is the other side putting up \$10K? What will we gain by having this review done? What is the purpose of this review? How much have we spent to date on this ludicrous review of emails.... \$100,000 or more? Is this court ordered? Is this to resolve the dispute with Smith? Will IVGID honor the results or reject them? What is the end game? How many emails remain to be reviewed? Other than certain current and former Trustees, along with current and former General Managers being concerned that some of these emails might be embarrassing to them, what value does this have to IVGID, specifically the Parcel Unit Owners? Absolutely no value! Release all the privileged emails now! This is crazy and fiscally irresponsible. Is there one Trustee that can state why this is money well spent? He thinks the answer is no. Thank you.

Ellie Dobler said please include the comments in the minutes of this meeting. In a previous meeting, Trustee Wong determined that the three contracts issued to Moss Adams, an independent CPA firm, to review and report findings on financial reporting, internal controls and contract administration were "Ridicules" and nothing was "earth shattering." (Which is defined as "Material", by the way.) The comments were directed to members of the Audit Committee for their efforts. Trustee Wong seems to forgot that a majority of the Trustees voted to expend money for the contracts. The findings by Moss Adams were extensive requiring several prior period adjustments to financial statements, overpayment to contractors, lack of internal controls and deficient Board Policies and Practices. Davis Farr, our current auditor and Eide Baily, our previous auditor, considered these findings material weaknesses. In Trustee Wong's opinion, the \$180,000 spent on Moss Adams could have been better used for the Bunny Trail and Trail of Treats, which to her knowledge, were never cancelled or reduced in scope. If you had spent your time in recovering the more than \$250,000 overpaid to a

contractor that was assessing the effluent pipeline, you could fund these projects in perpetuity. Let's go over a few more facts about internal control deficiencies: Over \$4,000,000 in capital costs, (not \$400,000, but 4 million) have been charged off as expenses on wasteful endeavors. \$300,000 was wasted for an EIS on the effluent pipeline which was never needed. \$100,000 wasted trying to ramrod the purchasing of the Parasol Building after citizens repeatedly indicated a purchase could not be made. Engaged in litigation to stop Flash Vote from sponsoring surveys on IVGID activities. That cost about \$50,000. Citizens and certain Board members requested policies and practices be clarified. She did nothing. Instead we now have a Utility Fund with no reserves for emergencies. Sole source contracting became the norm violating Board Policies and NRS. Trustee Wong did nothing to improve purchasing procedures. The Army Corps of Engineers never had available funds for the effluent pipeline but she kept the fantasy alive spending untold millions to do nothing. Now she understands the Fantasy Land backdrop Trustee Wong has on her Zoom feed. "Ridicules?" It would be too time consuming to put a number on the amount of waste during her tenure, especially as chair of the Audit Committee. At least, she will be gone in nine months. God only knows what she'll give away during that time. Rest assured that she is the only person who was "Ridicules".

Margaret Martini said it appears that the IVGID staff would like to put the Mountain Golf Course Cart Path debacle, created by them and then blamed on Lumos and Associates and F.W. Carson. According the agenda item, after approval, Carson will receive \$68,000 in total change orders, an extra 20% over the original contract and then graciously give back \$10,000. Lumos% Associates after receiving \$148,400 in contracts will bestow a \$12,300 credit or 8% of the original contract. Whatever they want. What should be brought up, and will be, is the convoluted budget and accounting the last three years. The wisdom of staff created two separate accounts with only one having one project summary (they call them data sheets to confuse). With no budget in fiscal year 2019/2020 \$166,395 was reallocated from the new Carts budget to the Cart path budget. Nothing was spent and nothing was carried over into the next fiscal year. Why? Then in fiscal years 2020/2021 nothing was budgeted Then in fiscal year 2021/2022 \$550,000 was budgeted. In September, 2021 the Board approved a carryover report for fiscal 2020/2021 where suddenly appeared a \$50,000 carryover from 2021 which was then increased to \$77, 449. No documentation of how a non existing carryover could exist. Since the costs are scattered between the two projects with only one defined, she is providing everyone actual contracts and expenditures: Lumos \$136,000; Carson \$415,000; Reno Tahoe Geo \$5,600; Permits & other \$3,400; Staff Time through Jan 2022 \$51,500; Total \$611,600; Actual Budget including fake carryover \$627,500. Easy to say under budget by creating fictitious carryover budgets from thin air.

Yolanda Knaack, 2022 IVGID candidate, said in reviewing the payment of bills, she was curious as to what we purchased at the Country Club Mall and the Hyatt and wondering how we look it up. Perhaps a description could be added at the right as to what was purchased from each vendor.

Judith Miller said she thought the golf group was supposed to look for ways to reduce expenses. We heard a lot about that we are not including enough of the revenues into the golf buckets so to speak. She knows that at least one Trustee asked for this group to identify some places where we could get some savings and they know the operation well and she would have hoped that they could do that. We have been told by some very knowledgeable golfers that we don't have a revenue problem as much as an expense problem. So what cost lowering actions were recommended? She didn't hear any. The rate increases overall hardly keep up with inflation and the utility rates, it's similar to that because we have these inequitable rates for years and some increases need to be much greater than others. And speaking of utility rates, that is one example that is not included in the expenses for golf because the consultant told us that we needed to increase irrigation revenues by 75%. That's not anywhere in figuring out the cost per round nor is the central services complete because we don't allocate central services for IT and that's a very large expense. Even for golf we have all of these systems that we pay for and she doesn't know what else our IT Staff provides to Golf but she would expect that it is quite a large amount and that's not anywhere that the golfers are being asked to support. So she hopes that we can look for some ways to cut costs. The other thing that she just wanted to talk a little bit about was some steps to get things squared away. We need to get rid of the Rec Fee, it's not right for us to be subsidizing an activity like golf, this year \$2.6 million in subsidies. We need to set user fees for full cost recovery and use the General Fund, that's almost \$4 million in property taxes, to pay for community services like parks and governmental costs. We should include all reasonable necessary central services including IT in the costs allocated to our Enterprise funds. Venue services that can't charge fees sufficient to cover all expenses should be outsourced or perhaps sold or closed. Survey the property owners on their priorities for major improvements, new amenities together with the cost and their share of any bond payments. Hold a bond election to see.

Aaron Katz said he will be submitting some written statements to be attached to the minutes. Several items to talk about - locker room project. Bidding and administration assistance is the reason for an increase in the price. What that means is reimbursing your Engineering Staff. Do you realize that every time they pick up a pencil, it is costing us a minimum of \$160 an hour and then there is no accounting. These people aren't competent, they are wasting \$160 an hour and

then you get surprised when we have to pay \$34,750 more. He has asked to eliminate this division – investigate and eliminate. Now, how many times are you going to stand for Staff attempting to retroactively modify the construction contract with Carson on the Mountain Course cart pathways? We went through this before and on the Consent Calendar no less so you can't even talk about it. Now that is being ethical and upfront, don't you think so? And this \$12,300 credit is a joke. And why does it come from Lumos? Carson is responsible for it and furthermore if you look at the terms of the contract, when there is a modification of materials which is what we have here, Carson is 100% responsible for Staff costs and we don't know the Staff costs but he is sure they are in excess of \$50,000 and nowhere are we asking to get that returned. The Staff memorandum suggests you have to go the attorney, that's what you have to do. The rates for the golf course – these are a joke. He is sorry but \$2.7 million of losses? Why do we have preferred pricing for the Hyatt? Why do they get a special rate? Why do we have special rates for the guest of the golfer? His guests at any other facility don't get a special rate. Why is there a couples' rate? There is no couples rate anyplace else except the Rec Center. And the non-profits – why do they get these preferred rates? You tell us you are going to charge our actual costs and then when he does the numbers, you are still saving them 50% of our costs. What is wrong with your Staff? Don't you people get it? Everything, address it. Thank you.

Monica Hill said first, thanks to all of our Board Members, IVGID Staff, and Volunteers for all you do. My parents, who were lifelong California residents, 30 years ago selected Incline Village as the community in which to buy a second home. They selected Incline Village because of all the wonderful community amenities, well planned and managed – including:

- the resident beaches,
- a local ski mountain,
- at the time, a brand new Recreation center,
- the community programs, and
- even the golf courses – which offered open, undeveloped space

She and her husband bought here almost 20 years ago for the same reasons - because of the variety of venues which were invested in by the community, to benefit, first and foremost, the members of the community! We understood that these amenities were for us and our guests. We also understood that these venues were not operated to be profit centers. They were operated to benefit the residents, and we were happy to pay the Rec Fee for that reason. We have always understood and felt that these separate amenities should be viewed as a whole, not individually, and especially not as individual profit centers. While the Beaches, the Rec Center, Community programs and the Golf Courses may never make a profit on their own, bundled together with Diamond Peak and the Rec Fee everything seems to work out fine. My parents never played a round of golf, never

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skied a single day, never played a game of tennis, but they were proud to be part of a community that had these amenities available and which, in the long run, made their property more desirable and valuable. She and her husband don't play tennis, pickle ball, or swim in the pools, and we didn't play golf or go to the beaches very much until our retirement about 8 years ago, but we have always been proud to financially support, through our annual Rec Fee, all of the IVGID venues since they are part of a total package that makes Incline Village such an amazing community. We believe that all of our venues, taken as a whole, benefit the entire community, adding to the joy of living here as well as to the value of our homes. And we liken the Rec Fee to paying property taxes that go to the schools, even though we have never had children in the Incline Village school district. Good schools, like our community amenities, can only add to the value of our community and homes! Thank you.

Cliff Dobler said these written comments are to be made part of the meeting minutes. Apparently the internal controls for budgeting and contract administration continues to remain in the abyss. Item F.1 Reservoir Coating and Site Improvements - Project # 2299DI1204, the Director of Public Works is requesting the Board award a contract to Olympus and Associates, Inc. for \$72,000 and also provide a contingency of \$7,200. He claims on page 013 that 'sufficient funds' are available. Totally untrue. The 21/22 budget is an \$85,000 carryover from 20/21. There is no current budget. According to the CIP report presented by the Director of Finance 4 weeks ago, expenditures through last December were \$65,898 leaving only \$19,102 left to spend. A mere \$60,000 mistake. No approval can be granted until resources are budgeted. It is quite clear to me, that no one has a clue what is going on. The problem is that the cost accounting for two distinct and separate projects for the safety and security improvements (ladders) and the reservoir coatings got comingled. Just bad accounting. Item F.4 - Remodel of the Rec Center Locker rooms - Project #4899FF1202 - It is somewhat disturbing that Staff would request a change order of \$34,750 to Ward Young Architecture consisting of \$12,100 for design changes and bidding which has already been performed and then request an additional \$22,650 needed for construction of the project. At June 30, 2021, the \$60,000 design budget was overran by \$5,807 so there is no remaining budget for additional design work. In addition, the Director of Public Works cannot even get the budget correct as \$60,000 was budgeted in 20/21 and \$800,000 was budgeted in 21/22 not \$780,000. He is behind the times. According to the Underwood memo the bids for construction were received on March 22, 2021 (7 days ago) but nothing has been brought forth. The change order is the cart before the horse. In past years, all contracts for a project including design during construction, staff time, and other necessary consultants were brought forth for approval at the same time. Why is it that this change order to Ward Young for design during construction is being rushed through before anyone

(other than staff) has any idea if the bids for construction are appropriate and if the current budget of \$800,000 is adequate. Quite unprofessional. This makes no sense and is just another breakdown in internal controls and proper presentation of all facts. Is there any hope?

D. APPROVAL OF AGENDA (for possible action)

Board Chairman Callicrate asked for any changes to the agenda. Trustee Schmitz suggested moving General Business Item 1.a. to prior to the pricing decisions. There were no objections from the Board. Board Chairman Callicrate said that the agenda was approved as revised.

E. REPORTS TO THE BOARD* - Reports are intended to inform the Board and/or the public.

E.1. SUBJECT: Treasurers Report – Requesting Trustee: Treasurer Michaela Tonking

E.1.A. Payment of Bills

Treasurer Tonking went over the payment of bills with the following noted highlights:

- ✓ Flyers Energy –bulk fuel purchases for fleet and we paid two invoices, one in January and February;
- ✓ Country Club Mall – this is a reimbursement check that was paid to a solid waste customer who was fined, they appealed and this is just a refund of those paid fines;
- ✓ Kassborer – new snowcat that was approved by Board on July 13;
- ✓ First Nonprofit – that is our self-insurance;
- ✓ Avail Enterprises – last payment for Recreation Center lobby restroom;
- ✓ Staff has been working a lot with Tyler on our chart of accounts and they are working on re doing that and they have spending a lot of time on that; and
- ✓ Working with Wells Fargo and we have a meeting in April to work on the procurement card program.

E.2. SUBJECT: Nevada League of Cities Verbal Report – Requesting Trustee: Trustee Michaela Tonking

Trustee Tonking said that the Nevada League of Cities Executive Director Wesley Harper will be coming to speak to us on April 27 as they are trying to change how they are doing things with their pillars being education, coordination and resource funding. They are modeling themselves after California and Arizona and they are working with the larger entities within Nevada. There is going to be a change in the fee and Mr. Harper will talk about that when he presents and there is a OneNevada Plan that she can send to anyone that requests it.

**E.3. SUBJECT: Long Range Calendar – Requesting Staff Member:
District General Manager Indra Winquest**

District General Manager Winquest went over the submitted long range calendar. The following updates were noted:

- ✓ Hoping to have a special meeting on Wednesday, April 6 to deliver recommendations; Trustee Dent said he may have to call in, Callicrate said he can't make that meeting but he will send in his comments, and Trustee Wong said she can't attend. Will get an e-mail out to pick another date, goal is to do it at a special meeting and do so before the April 13 meeting. Will send out a feeler and get it set.
- ✓ Board Chairman Callicrate asked to have the Board meeting dates sent out as Outlook invites.
- ✓ Trustee Schmitz asked about another crack at the utility rates; service levels – didn't see anything related to that so wanted to bring that item up; annual contracts – can we set a date to review the list?

District General Manager Winquest replied that we are close to having the annual list of contracts and once we have that finished, we will include it in the General Manager's report and that this is a bandwidth item that we will get to. Staff's executive summaries, in the budget, is where we have identified our service levels so we really need to better define what Trustee Schmitz is wanting so he will meet with her and get that clarity. Trustee Schmitz said that she is looking for the things that are being delivered and then the choices that we have to make and yes, we should discuss it offline, and start with Golf. District General Manager Winquest said that is fine and that Staff looks at operation every year. Trustee Tonking said she wants to make sure it is at a higher level. Trustee Dent said it was used as talking point and he would like to define it instead of using it as a general term.

E.4. SUBJECT: Bond Issuance Timeline(s) Report – Requesting Staff Member: Director of Finance Paul Navazio

Director of Finance Navazio gave an overview of the submitted materials. District General Counsel Nelson said that based on current research, regarding placement of an advisory question onto a ballot, it was done by Washoe County and we are doing some additional research on that. Trustee Dent asked if there was a limit on how big of a bond that the Board of Trustees can issue? Director of Finance Navazio said he doesn't think so but there is a limit as to capacity; we do need to research it. Trustee Schmitz said to follow up on Trustee Dent's question – is there a threshold of a bond value on a revenue stream? Is there some calculated maximum? Director of Finance Navazio said, using the utility fund as an example, they do look at the fundamentals, specifically the debt coverage ratio is 120% so what they need to see is net revenues that will cover your operations plus a 20% buffer. When you issue bonds, the bond holders have first claim, so the agency doesn't have the option to cut those payments. When you are going to the bond market, you are looking for net revenue coverage by 120%. Trustee Schmitz said do we anticipate any problems with getting the best rates given our current financials and those weaknesses? Director of Finance Navazio said he doesn't as they will be looking at primarily that we have an unmodified opinion. Trustee Schmitz said that this team that has to be put together, is that something we need to budget for and is it in this year's budget? Director of Finance Navazio said typically all the costs are rolled in the bond financing and it is not insignificant and we are in conversation with a bond advisor and that cost is in the \$10,000 range.

F. CONSENT CALENDAR *(for possible action)*

F.1. SUBJECT: Approve a construction contract for the 2022 Water Reservoir Coatings and Site Improvements Project – 2299DI1204 - Fund: Utilities; Division: Water; Vendor: Olympus and Associates, Inc., in the amount of \$72,000.00; plus 10% contingency

F.2. SUBJECT: Approve Main Line Extension and Authorize Staff to Execute an NDOT Permit for a proposed residence at 447 State Route 28 Crystal Bay, Nevada

F.3. SUBJECT: Approve Change Orders 3, 4 and 5, and make final payment for the Mountain Golf Course Cart Path Replacement Phase I Project – 3241LI2001 – Fund Community Services;

Division: Mountain Golf; Vendor: F.W. Carson; total Change Order amount \$30,666.72, Final Payment \$182,267.34. Approve Contract Amendment 3, Mountain Golf Course Cart Path Replacement Phase I Project – 3241LI2001 – Fund Community Services; Division: Mountain Golf; Vendor: Lumos and Associates; contract deduct of \$12,300.00.

- F.4. SUBJECT: Approve Architectural Services Amendment #5 – Owner Changes and Construction Phase Services for the Recreation Center Locker Room Remodel Project – 4899FF1202 – Fund Community Services; Division: Recreation; Vendor: Ward-Young Architecture; total amount \$34,750.**
- F.5. SUBJECT: SPS #13 – Award a cost increase Amendment to the Emergency Construction Contract for Reconstruction of Sewer Pump Station 13 – Fund: Utilities; Vendor: Burt & Burt Inc., in the amount of \$8,467, plus a 10% contingency of \$850, for a total of \$9,317.**
- F.6. SUBJECT: Approve Staff to execute Dell quote # 3000113905461.3 for the one-time purchase of 6 Dell Network Devices to be charged to the budgeted and approved Fiscal Year CIP Project#1213CE2102 for the not to exceed amount of \$70,472.06.**
- F.7. SUBJECT: Case No. CV18-01564 Mark E. Smith v. IVGID - Approve funds for a third party review of the remaining privileged emails at a not-to-exceed amount of \$10,000**

Trustee Tonking made a motion to approve the Consent Calendar as submitted. Trustee Wong seconded the motion. Board Chairman Callicrate called the question and the motion was unanimously passed.

G. GENERAL BUSINESS (for possible action)

- G.1. SUBJECT: Review, discuss and approve Tri-Strategies Scope of Work for task order services to follow up on and advocate on behalf of Incline Village General Improvement District with respect to possibly receiving Federal, State and local funds for applicable District projects; not to exceed \$20,000**

District General Manager Winqest gave an overview of the submitted materials. Trustee Schmitz said we also have a contract with Marcus Faust and can we get an update from him on Federal items? District General Manager Winqest said we will have him give us a report as his contract is about to expire. Staff is in constant contact with him and working closely with him.

Trustee Tonking made a motion to approve Tri-Strategies scope of work for task order services to follow up on and advocate on behalf of Incline Village General Improvement District with respect to possibly receiving Federal, State and local funds for applicable District projects; not to exceed \$20,000. Trustee Dent seconded the motion. Board Chairman Callicrate asked for further comment, receiving none, he called the question – the motion was passed unanimously.

G.2. SUBJECT: Review, discuss and preview Fiscal Year 2022/2023 Tentative Budget/Facility Fee Allocations (*was General Business Item G.4.*)

Director of Finance Navazio gave an overview of the submitted material and that there are a couple of additional slides that were handed out to the Board and those members of the public that were present. Trustee Tonking asked if Staff is watching the trends on the CPI; Director of Finance Navazio said yes, and we have bumped it up but that it is trending towards 7% or 8% and that we can absorb this in the budget that is presented and your final budget will include those COLAs without impact to the budget. Trustee Schmitz said as to relates to inflationary impacts, do you build those in? Director of Finance Navazio said we have tried and that is going to be a continuing pressure on the budget even after it is adopted. Trustee Schmitz said we talked about a Contracts Management and Purchasing position and them paying for their position with savings. District General Manager Winqest said he is still reviewing that position and that the Board will get an answer on April 13. It is more at the purchasing/contracting level – we may not hire the position until January but he is trying to manage the budget given the CPI increase. Trustee Schmitz said does appreciate that and would think it would be a position that would return back their salaries to the District in savings. Trustee Schmitz continued that if we look at the bottom line for golf, there is a \$2.373 million loss and if you add back in the capital and debt, the net is \$712,000. For last year's budget, we were losing \$531,000 and adding an additional \$200,000 to operational expenses and the capital plan is \$1.4 million and this fiscal year it was \$1.1 million so all of this is making this negative number higher than last year. Director of Finance Navazio said the

math is accurate and his interpretation of this budget however you have to take 2 things into consideration - \$1.1 million of the Mountain Course cart path project is carried over from fund balance and when you allocate from the Facility Fee \$1.3 million, there is a \$300,000 or \$400,000 surplus. Trustee Schmitz said she understands that and that we are using fund balance; she was pointing it out because later on we are going to be talking about golf rates. Director of Finance Navazio continued his presentation. Trustee Dent said the last two items are a great idea – moving money from General Fund to the Utility Fund and financing the pond - as our balance would go to zero and we are running short in the Utility Fund. Trustee Tonking said she agrees with Trustee Dent and that our fixes are more expense in the Utility Fund so she too supports those last two ideas. Trustee Tonking then asked about the monies coming from Washoe County and what happened? Director of Finance Navazio said that it went away completely so that is this coming back and there are no continuous monies coming in each year. Trustee Schmitz said she is personally supportive of retaining the \$780, the last alternative shows what, in our operations, is covering our operational costs in our services. Something that is important to understand is that Diamond Peak always paid into the Facility Fee and didn't put that in this year so what is your recommendation to us? Director of Finance Navazio said if we were to give a recommendation, it would be to retain it at \$780. The allocation needs to be improved by this budget process and not wait until the budget process and find out the costs, financing, etc. There is more work to be done to get to the allocation, comfortable with the \$780, and if some of these projects do move into bond financing, let's keep it and understand what we are doing with the Community Service projects. Trustee Schmitz said Staff is just asking tonight if the Board is comfortable with the \$780? Director of Finance Navazio said yes and that would be good direction and that we will get direction at your next meeting. Trustee Schmitz said for Community Services, is Ski Way in here? Director of Finance Navazio said yes, as is Snowflake Lodge and we pushed out Ski Way and are drawing down fund balance. District General Manager Winquest said Staff's goal is to get the Board to commit to a Facility Fee, additionally as far as the allocation, really depends on how we intend to pay for some of these projects, such as bonding, which may impact the allocation which is going to be more than \$180; but establishing the total fee, Staff is comfortable with \$780. Director of Finance Navazio said \$3.6 million is Ski Way in 24/25 and \$4.5 million is for Snowflake in 25/26. There is Lakeview lift, etc. Board Chairman Callicrate asked if the Board is comfortable with \$780; Board is all in agreement on the \$780 Facility Fee.

Board Chairman Callicrate called for a break at 8:07 p.m.; the Board reconvened at 8:19 p.m.

G.3. SUBJECT: Review, discuss and possibly approve Golf Play Pass rate structure and Daily Green Fees schedules for the Incline Village Golf Courses for the 2022 season (*was General Business Item G.2.*)

Director of Golf and Community Services Howard gave an overview of the submitted materials. Board Chairman Callicrate said thank you and a huge thanks to the committee and Trustee Wong as this is a delicate topic as golf is an intricate part of the community. It is critically important to include all those things that were mentioned by the community members and the increase is good and showing that we are trending in the right direction. He would be in support of your recommendation. Trustee Schmitz said she is curious how much was put into the discussion at the Mountain Course versus Championship Course? Director of Golf and Community Services Howard said we didn't get in depth there and what he is unclear on about that course is it an amenity that needs to break even or is it a money maker? Did raise rates there and we do know that our guests do play there as it is a little less expensive. Did have one member of the committee who wanted to raise the rates a little more. Trustee Schmitz said she did go back to your original report and it was suggested that we should look at all the items. In the report on the Mountain Course the fee is \$45 per round, operationally it is \$51 per round so the Mountain Course should be evaluated, looked at it, and state how do we get it closer. Championship Course came up to \$140 so that covers operational, capital and debt. When combining, it does show there is an issue and that might be something to look at. When she did the math relative to the rate increase, the challenge is you are reducing and we are backing up because last year we were short \$27 per round and this year we are short \$31 so we aren't making progress in closing that gap. Just wondering how do we look at this at a longer range and that she is curious how do we want to strategically address that issue? Director of Golf and Community Services Howard said our play mix has changed with 70% is resident versus 58% in past years so we do recognize the loss there. District General Manager Winqest said he had Trustee Schmitz had discussions on this prior to the meeting and we had talked about a three to five-year rate structure plan and when we get to these rates, from that point on, we need to continue to inject inflationary increases. There were minimal increases and, in the past, we didn't raise rates enough and we are now in a position where we are stuck to raising the rates and we can't be draconian about it and we did bring significant increases to the community and they understand

that they aren't where we need to be. Thank the committee as they understand and willing to keep meeting with us and continue to focus on this. Staff recommends a 3-year rate structure plan and communicate that so everyone can plan. Hopefully, this year is an anomaly, seeing an 8% COLA increase, seeing significant increases across the District for wages and materials, hopefully we won't have to deal with that much of an increase in our next cycle. Trustee Schmitz said one of the things she was trying to understand and what was causing the decrease, going to agenda packet page 138, the 10-play pass is calculated at \$83 per round, 20-play pass works out to be \$75 per round, and the couples unlimited play pass is \$52.80 per round. When the cost is \$100 and you average it out with 42 of those being membership and 30 are the individual all play, 50 rounds average, it is \$65 per round. So you can see how the play passes comes into play as far as what it is doing to the bottom line. Understand and appreciate the work but she would propose that the couples play pass would go up by 13 or 15%. Trustee Tonking said it is \$40.60 per round. Trustee Schmitz said when she did her analysis, the Mountain Course came out as a challenge and when she crunched her numbers, she can see why we have a problem. Director of Golf and Community Services Howard said he brought a proposal last year that didn't have support but we had club support, but we can talk about that with the committee to level it out a little bit. Board Chairman Callicrate said most people seem to be on the same page as these are community owned resources, helps the values of all our properties in town, we have to recognize that people are golfing under the cost of operations, we need to make sure that all the items are being included and once we include all the needed and appropriate items, that will give us the accurate numbers. We have the opportunity to get a handle on that for next year. He is comfortable with moving forward with the recommendation as presented and we don't want to be draconian as this is what a lot of people wait for. Trustee Wong said it has been a pleasure to discuss service levels and other things and that it was very clear that the group didn't want service levels to change and not to go down. The committee thought our Staff did really well with the resources they had with all the challenges that they have had. She is bringing those up because that has an impact on rates and what people pay. Our Staff proposed a different number and the group said it needs to be higher. That gives you some context about how they were thinking about rates and the comments you heard in public comments were spot on. How we do with our venues doesn't encapsulate everything and neither do our rates and our Board should reflect on that topic. When you start, as Ms. Holland did a good job, golf courses are here for our residents and if you start with that concept and how you determine rates, it doesn't necessarily matter how much we are covering or how much of the Facility Fee is

allocated. Start with the golf courses are here for our community and residents and that means we will should be willing to subsidize the golf courses for our residents and community. Director of Golf and Community Services Howard said thank you for trusting where the committee is coming from and for including everything that happens at the golf courses as that is industry standard. We do a lot of weddings that Golf Staff helps with. We can always separate the events at Aspen Grove or the beaches. Trustee Tonking said thank you to Staff and community, she is onboard in supporting these recommendations; on agenda packet page 135, last paragraph, we spend a lot of time looking at the allocation, we need to do that soon with food and beverage. She is pretty concerned on the unlimited couple and all you can play passes and asked if going forward can we track how much people are paying each round and what is the percentage impact before an increase and track and do the analysis? Director of Golf and Community Services Howard said yes, we can do that. Trustee Dent said thank you to Staff and the committee, agree with Trustee Tonking's comments on the play passes, and he asked that Staff just try and get these things a little closer. The idea of separating out was because we couldn't see all the pieces and that was the intent. He has no problem with bringing it back together as it was never the intent to keep it apart. Rather the intent was how is golf doing and do this deep dive. Director of Golf and Community Services Howard said if we do put it all together, it is not hard for him to bring out. District General Manager Winqest said to the member of the public who asked, yes, of course we are going to include revenues and expenses. Trustee Schmitz said she is appreciative of doing the whole picture on golf and that we are covering everything when you look at it holistically. For the Mountain Course, we are very far behind. Appreciate the focus for next year, it is her fiduciary responsibility to mention the Mountain Course and that it is covering operating expenses. We have to make a decision on what is the Mountain Course about and its goals and objectives. Director of Golf and Community Services Howard said it is important to note that 4 out of the last 5 years, we closed early and opened later therefore we haven't gotten to our potential and he really wants to see what we can do up there with a full year. Trustee Schmitz said with the Mountain Course, we are talking about replacing our golf carts so can Staff do a strategic plan for each course? Director of Golf and Community Services Howard said that is a great point and we don't own the carts rather we lease them so they are going away. Trustee Dent said next year can you include this sheet with your memo from your earlier presentation into your rate request?

Trustee Tonking made a motion to approve Golf Play Pass rate structure and Daily Green Fees schedules for the Incline Village Golf

Courses for the 2022 season attached as Exhibits and all nonprofit, etc. Trustee Dent seconded the motion. Board Chairman Callicrate asked for further comments, hearing none, he called the question – the motion was passed with Trustee Schmitz voting opposed because of her fiduciary responsibility to the Mountain Golf Course and Trustees Dent, Callicrate, Tonking and Wong voting in favor of the motion.

G.4. SUBJECT: Review, discuss and possibly approve facility rates for the Chateau and Aspen Grove, effective immediately for all future bookings (*was General Business Item G.3*)

Director of Golf and Community Services Howard gave an overview of the submitted materials. Board Chairman Callicrate thanked the Staff and noted that the fees that are in here are getting us in line with other venues; he is comfortable with what's in the packet.

Trustee Tonking made a motion to approve facility rates for the Chateau and Aspen Grove, effective immediately for all future bookings Trustee Wong seconded the motion. Board Chairman Callicrate asked for further comments, hearing none, he called the question – the motion was passed unanimously.

G.4. SUBJECT: Review, discuss and preview Fiscal Year 2022/2023 Tentative Budget/Facility Fee Allocations (*moved to General Business Item G.2.*)

Recommendation for Action: Board of Trustees to provide direction to Staff (Requesting Staff Member: Director of Finance Paul Navazio)

H. MEETING MINUTES (*for possible action*)

H.1. Meeting Minutes of March 1, 2022

H.2. Meeting Minutes of March 9, 2022

District Clerk Susan Herron said that Trustee Schmitz asked for a couple of minor changes; she will make those and get them posted by the end of this week as she needed to confirm one change requested with Trustee Wong. She would appreciate approval with those changes being made as they don't change any action taken by the Board of Trustees. Board Chairman Callicrate approved the minutes as revised.

I. **FINAL PUBLIC COMMENTS**

Scott Hill said excuse him for his ad lib comments but he did listen to the entire meeting especially the golf aspects. He is a member of the golf committee and he would like to thank the Board for their effusive show of appreciation for our efforts and we did have a lot of efforts and a lot of meetings. He is especially appreciative of the comments of Trustees Wong and Callicrate and agree with the comments of Trustee Dent on the importance of looking at each golf venue separately from a cost and revenue basis. He is personally not as representative of the committee but he is personally a bit disappointed in Trustee Schmitz' comments. First as to service levels which was an early topic of hers and then later on the golf committee, Trustee Schmitz, looked at service levels repeatedly. We identified that the Mountain Course could reduce some service levels but the results of that discussion was that those were so small that they wouldn't do much to impact the overall result and we left that to basically the Golf Staff to handle. We did look at service levels at the Championship Course and we said well if you want to turn it into a very low key, low class municipal course with much lower rates then we could address service levels there. But if you do want to get non-resident play to the extent that we get it and Hyatt play and if you want those people to pay \$200 per round then you better have the service levels as it is because even as it is you don't get free range balls or anything else so it's a bit dicey when you start reducing service levels. We did agree that the course needed to be maintained at the current level to be able to have that kind of course so we did address those and that deals with the third point that Trustee Schmitz brought up which was costs. As to the Mountain Golf Course, he thinks there needs to be a bit of realization that this is a 3-month course and not a 4-month course given the altitude and the likelihood of it ever making money or covering costs is highly unrealistic and that is his personal opinion but you start increasing rates up there, you are going to see the reverse effect. So, if you want to close it down Trustee Schmitz, if you want to develop it into condominiums.

J. **ADJOURNMENT** *(for possible action)*

The meeting was adjourned at 9:00 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

*In accordance with NRS 241.035.1(d), the following attachments are included but have neither been fact checked or verified by the District and are solely the thoughts, opinions, statements, etc. of the author as identified below.